

Mascoutah City Council

April 4, 2016

REGULAR MEETING AGENDA

Public Hearing – 16/17 Budget - 6:30 pm

City Council Meeting - 7:00 pm

1. PRAYER & PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL

4. AMEND AGENDA – consideration of items to be added/ deleted to /from the meeting agenda. *No action can be taken on added items, but may be discussed only. Exceptions – emergency items as authorized by law.*

5. MINUTES, March 21, 2016 City Council Meeting (Page 1 to Page 4) MINUTES, March 14, 2016 Executive Session Meeting (Confidential, see City Clerk)

6. PUBLIC COMMENTS (3 minutes) – opportunity for the public to comment.

7. REPORTS AND COMMUNICATIONS

- A. Mayor - Proclamation
- B. City Council
- C. City Manager
- D. City Attorney
- E. City Clerk

8. COUNCIL BUSINESS

A. Council Items for Action:

1. Budget 16/17 – Public Hearing and Adoption of Ordinance (first reading)

(Page 5 to Page 17)

Description: Council approval and adoption of the City's FY16/17 Budget.

Recommendation: First Reading.

2. Code Change – Electric, Water & Sewer Rates (first reading)

(Page 18 to Page 43)

Description: Approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

Recommendation: First Reading.

3. IDOT Resolution/Expenditure of MFT Funds for Maintenance of Street and Highways. (Page 44 to Page 46)

Description: Adoption of Resolution approving the 2016 Motor Fuel Tax Maintenance Program Beginning May 1, 2016 and ending April 30, 2017.

Recommendation: Council Approval and Adoption of Resolution.

4. Special Census Request (Page 47 to Page 55)

Description: Council authorization to proceed with partial special census at a cost of \$103,555.

Recommendation: Council Approval.

5. Charter Franchise Agreement and Agreement for Joint Use of Poles and Right-of-Way (First Reading) (Page 56 to Page 79)

Description: Council approval of a Franchise Agreement and an Agreement for Joint Use of Poles and Right-of-Way between the City of Mascoutah and Charter Communications by adoption of Ordinance.

Recommendation: First Reading.

B. Council – Miscellaneous Items

C. City Manager

- Chapel Expansion/Parking Lot
- Phase II Electric Timeline Change
- No Parking North 10th Street

10. PUBLIC COMMENTS (3 MINUTES)

11. ADJOURNMENT TO EXECUTIVE SESSION

- A. Personnel – City Manager Annual Evaluation - Section 2(c)(1)
- B. Litigation – Negotiations - Section 2(c)(11)

10. MISCELLANEOUS OR FINAL ACTIONS

11. ADJOURNMENT

POSTED 4/1/16 at 5:00 PM

**CITY OF MASCOUTAH
CITY COUNCIL MINUTES
#3 WEST MAIN STREET
MASCOUTAH, IL 62258-2030**

MARCH 21, 2016

The minutes of the regular meeting of the City Council of the City of Mascoutah.

PRAYER AND PLEDGE OF ALLEGIANCE

City prayer was delivered by Deputy City Clerk Melissa Schanz. The Council remained standing and recited the Pledge of Allegiance.

CALL TO ORDER

Mayor Gerald Daugherty called the meeting to order at 7:00 p.m.

ROLL CALL

Present: Mayor Gerald Daugherty and Council members Ben Grodeon, Paul Schorr, John Weyant, and Pat McMahan.

Absent: None.

Other Staff Present: Assistant City Manager Lisa Koerkenmeier, Deputy City Clerk Melissa Schanz, City Attorney Al Paulson, Police Chief Bruce Fleshren, Fire Chief Joe Zinck, City Engineer Ron Yeager, and Finance Coordinator Lynn Weidenbenner.

Establishment of a Quorum: A quorum of City Council members was present.

AMEND AGENDA

None.

MINUTES

The minutes of the March 14, 2016 regular City Council meeting were presented and approved as amended.

Motion passed. Passed by unanimous yes voice vote.

PUBLIC COMMENTS

None.

DEPARTMENT REPORTS

Fire Chief Joe Zinck – February 2016 report was provided.

Police Chief Bruce Fleshren – February 2016 report was provided.

Finance Coordinator Lynn Weidenbenner – Monthly financials provided.

City Engineer/Director of Public Works Ron Yeager – Status report on public projects and monthly building permits report provided. Councilman Grodeon asked about the potential environmental issues identified by IDOT for the South 10th Street improvements. City Engineer stated that there is the potential for hazardous waste that will need to be tested in the soil located in the area of the current Meineke and Reinneck businesses from past uses of the sites. Councilman Schorr asked when engineering is going to be started for phase 2 of the East-West Berm Trail. City Engineer stated that the City originally wanted to do phase 2 in conjunction with phase 1 but are still waiting for the agreement with the State regarding shared cost of the project. Mayor asked about the Poplar Street project and how the storm water is going to work. City Engineer stated that storm sewers will be in place on the north side but the open ditch will remain on the south side.

REPORTS AND COMMUNICATIONS

Mayor

Attended the following meetings and functions: IML Executive Committee meeting, Heartland Conservancy conference, visit with Congressman Mike Bost at City Hall, benefit for the Epilepsy Foundation in Belleville, aided with delivery of Meals on Wheels.

City Council

Grodeon – Nothing to report.

Schorr – Attended the following meetings and functions: Heartland Conservancy conference.

Weyant – Nothing to report.

McMahan – Nothing to report.

City Manager – Nothing to report.

City Attorney – Stated a letter was sent to Surmeier reflecting the City's position.

City Clerk – Nothing to report.

COUNCIL BUSINESS

CONSENT CALENDAR (OMNIBUS)

The February 2016 Fund Balance Report and Claims & Salaries Report were provided under the omnibus consideration.

Councilman Grodeon asked about the emergency repair at 500 block S Jefferson paid to Haier Plumbing. City Engineer stated that it was for a sanitary sewer line block that was too deep for our workers to get to.

Councilman Grodeon asked about the repairs done at Oliver C. Joseph. Police Chief stated that it was for repairs to the ambulance which cannot be done locally.

Grodeon moved, seconded by Schorr, to accept all items under Omnibus consideration.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

PC 16-02 – REZONING OF 711 W CHURCH STREET FROM SINGLE-FAMILY RESIDENTIAL (RS-5) TO DOWNTOWN COMMERCIAL (DC) (SECOND READING)

Assistant City Manager report for Council consideration of approval or denial of a rezoning application for 711 W Church Street from RS-5, Single-Family Residential, to DC, Downtown Commercial.

Mayor commented on the rezoning request and how the City Council's focus needs to be on the issue at hand for rezoning of the property.

Councilman Grodeon stated that he was contacted by a resident in the area who expressed concerns over having a commercial zoning in a residential zoning. Councilman Grodeon stated that he agrees with staff in that the zoning should not be changed to commercial.

Councilman Weyant moved to approve and adopt Ordinance No. 16-05, approving the rezoning of 711 W. Church Street from RS-5, Single-Family Residential, to DC, Downtown Commercial, subject to the Findings attached. Motion died due to lack of a second.

Schorr moved, seconded by Grodeon, to approve and adopt Resolution No. 15-16-19, denying the rezoning of 711 W. Church Street from RS-5, Single-Family Residential, to DC, Downtown Commercial, subject to the Findings attached.

Motion passed. AYE's – Grodeon, Schorr, McMahan, Daugherty. NAY's – Weyant.

CODE CHANGE – CEMETERY (SECOND READING)

Assistant City Manager presented report for Council consideration of an Ordinance to amend Chapter 9 – Cemeteries, Article II – Regulations and add Article III – Cemetery Columbarium of the City Code of Ordinances.

Councilman Grodeon asked about the discount promotion and why we would want to offer a discount before we even begin selling; would rather offer a discount at a later date if they do not sell.

City Attorney questioned the definition of a single niche and a double niche as identified in Sec. 9-3-2 – Niche prices. Council discussed the wording of the niche prices and decided to amend the ordinance to state that the price of a single niche which will allow for inurnment of one cremated remains shall be \$1,800.00 and the price of a single niche which will allow for inurnment of two cremated remains shall be \$2,800.00.

Weyant moved, seconded by Schorr, to approve and adopt Ordinance No. 16-05, amending Chapter 9 – Cemeteries, Article II – Regulations and add Article III – Cemetery Columbarium of the City Code of Ordinances, as amended.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

CEMETERY MOWING AGREEMENT

Assistant City Manager presented report for Council approval and authorization of agreement furnishing all labor, equipment and means for the mowing of the Mascoutah City Cemetery.

Councilman Weyant requested verbiage be added to the contract regarding removal of grass clippings from the cemetery roads and pathways so there is no confusion. Council was in agreement.

Councilman Grodeon asked about not accepting the low bid and if we are basically saying the low bid was not a qualified bid. City Attorney answered yes and the City is not obligated to always accept the lowest bid.

Schorr moved, seconded by Weyant, to approve the agreement with Kurtis Clay for furnishing all labor, equipment and means for the mowing of the City Cemetery in the amount of \$1,385.00 per grass cutting for the approximate time period of April 1, 2016 to October 31, 2016 and authorize appropriate officials to execute the necessary documents.

Motion passed. AYE's – Grodeon, Schorr, Weyant, McMahan, Daugherty. NAY's – none.

COUNCIL – MISCELLANEOUS ITEMS

None.

CITY MANAGER – MISCELLANEOUS ITEMS

None.

PUBLIC COMMENTS

None.

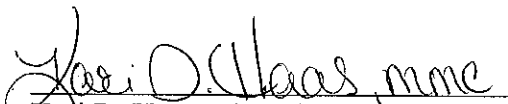
MISCELLANEOUS OR FINAL ACTIONS

None.

ADJOURNMENT

McMahan moved, seconded by Schorr, to **adjourn at 7:41 p.m.**

Motion passed. Motion passed by unanimous yes voice vote.


Kari D. Haas, City Clerk

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council
FROM: Cody Hawkins – City Manager
SUBJECT: Budget 16/17 – Public Hearing and Adoption of Ordinance (first reading)
MEETING DATE: April 4, 2016

REQUESTED ACTION:

Council approval and adoption of the City's FY16/17 Budget.

BACKGROUND & STAFF COMMENTS:

The City has completed several months of work establishing its FY16/17 Budget. After many work sessions by staff and Finance Committee, we believe that the current draft budget meets the requirements for this years annual Budget. This Budget assures adequate revenues/ fund sources, provides for appropriate expenditures, and provides a fiscal strategy to accommodate the needs of the community this year.

As per legal requirements, this hearing was duly noticed and the Budget Draft was provided for public review (in the downstairs lobby).

FUNDING:

There is no cost involved in the Budget approval process.

RECOMMENDATION:

The City Manager recommends that the Council approve and adopt an Ordinance thereby establishing the City's FY 16/17 Budget.

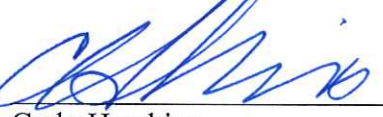
SUGGESTED MOTION:

I move that the Council approve and adopt Ordinance 16-____, thereby establishing the City's FY 16/17 Budget.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Memo and Spreadsheets from Finance Coordinator
B – Ordinance

CITY OF MASCOUTAH
Staff Report – FY1617 BUDGET

TO: Honorable Mayor and City Council

FROM: City Manager, Cody Hawkins
Finance Coordinator, Lynn Weidenbenner

SUBJECT: FY1617 Budget

MEETING DATE: APRIL 4, 2016

Delivered today is FY17 budget numbers for both revenues and expenses. Each department's budget numbers and requests have been reviewed, discussed and proposed. The Finance Committee has met, discussed, and concluded recommendations to the Council related to the FY17 budget.

The changes made to date are listed below.

FY16 BUDGET:

- Total Budget proposed Revenues exceed Expenses \$2,485,821 without projects income or expenses.
- Total Budget proposed Expenses exceed Revenues \$649,179 with projects income and expenses.
- Budget Proposed By Fund – all funds for FY17 net positive when calculating revenues minus expenses without project expenses other than IMRF and Debt Service. Both of these funds have the cash available and are fully funded. The Light Fund, Water/Sewer, MFT Fund, and TIF2b are negative when including the project expenses this fiscal year but the cash is available or the funding is set up as for the Electric Phase II project.
- The increased revenues for FY17 from FY16 budget equals \$1,669,764.00 with this primarily related to the loan proceeds to be drawn down from the loan for the Electric Phase II project. Adjustments were made to any account that did not receive the projected dollars this year using the actual dollars received for calculations to minimize over-stating. The increased revenues related to enterprise funds include all new customers plus a 0% increase which does not follow the ordinance but is the Finance Committee's recommendation

Budget changes since the Budget Workshop:

- Overall, revenues have decreased with an adjustment in general fund to decrease for the tax levy calculations while light fund increased slightly with detail reports and another month of data to use in analysis and ratios. The rate structure is changing to the rate study recommendations next fiscal year adding revenue in the base rate account and decreasing the charges for service usage account.


Attachment A

- Personnel costs have increased \$30k due to new hires to conduct the partial census and the employer tax liability.
- Maintenance & Repair has increased \$20k due to the cemetery road being added and the sidewalk program decreasing since the specific sidewalk project for N County Rd and others was separated and listed in projects.
- Professional Services has increased \$75k due to adding the partial census.
- Projects have increased \$100k due to adding \$50k for sidewalks including N County Rd sidewalk and \$50k for TIF2b for various projects in the TIF2b area with sewer/pipelining/manhole/other.
- Debt has increased \$20k to account for the major streets loan draw down closing and the rates adjusted to include entire amount.

BUDGET ASSUMPTIONS:

- All departments have limited budgets based on prior year expenditures in each category
- All departments have limited training, travel, memberships, and conferences
- The equipment included in the budget follows the CIP/FAR Plan
- The salary assumption is based on a 2.5% increase as in the contracts
- There is a Public Works employee included in the budget as a new hire and all allocations are split between water/sewer/electric as in the code due to the retirement of the Engineer
- Includes incentive to disburse as per CM using evaluation process as in past years
- Includes TIF2b expense plan for infrastructure improvements
- A separate sheet/tab shows all projects for FY17, all cip/far, and debt
- Referenced tax levy ordinance filed for property tax dollars
- Assuming 35 new homes in calculations where applicable
- 0% rate increase is recommended by Finance Committee.
- Pension funds are fully funded as per State of IL recommendations
- Allocated funds towards derelict properties
- Includes professional services to assist with TIF extensions and expansions
- Includes funding for Electric Phase II.
- Includes continuation of infiltration studies, waterline project, manhole linings, and other TIF2b work for Route 4 and 177 intersection
- Includes 2 vehicles for police department initial payments
- Includes a backhoe and soil conditioner grader for streets department
- Includes small truck for water/sewer
- Includes brickyard generator
- Includes mowing contract for cemetery
- Includes interior storage tank painting
- Includes electric bucket truck
- Covers all City portions of grants applied for various projects

Prepared By:


Lynn Weidenbenner
Finance Coordinator

Approved By:


Cody Hawkins
City Manager

CITY OF MASCOUTAH
City Manager's Office

Council Memo

TO: Honorable Mayor and City Council

FROM: Finance Committee: Tim Boyce, Terry Twenhafel, and Kent Schroeder

SUBJECT: FY1617 Budget – Final Recommendation

DATE: April 4, 2016

The Finance Committee wishes to report our final recommendations for the City's FY1617 Budget.

MEETINGS/PROGRESS:

February- we met concentrating first on the expenses, projects, rates for utilities, debt, insertions, and then revenues

March- we communicated via email with budget insertions

THE BUDGET NUMBERS:

- Total Budget proposed Expenses exceed Revenues, \$649,179.
- Budget Proposed By Fund – all funds for FY17 net positive when calculating revenues minus expenses without project expenses other than IMRF and Debt Service. Both of these funds use levy dollars plus cash on hand and are fully funded.
- The projects included in the budget for the Light Fund, Water/Sewer, MFT Fund, and TIF2b are directly related to the fund's negative net balance after project expenses budgeted. The cash is available for the projects or the funding is in place.

FINANCE COMMITTEE RECOMMENDATIONS OVERALL:

1. The proposed FY17 budget includes assumptions and insertions recommended by the Finance Committee and the budget as forwarded is adoptable as we approve.
2. We do, however, as in the past, recommend that once the budget is approved the City move slowly during the first and second quarter with discretionary spending in order to have time to insure the revenues anticipated from the state are actually received.
3. The Committee recommends freezing the rates this year but does understand that the City cannot continue to do this regularly.
4. The Committee recommends conservative increases where applicable for any revenues.
5. The Committee is dedicated to continuing to improve fund balances and reserves.

We believe this completes our service to the Council related to the FY17 budget. We would like to assist with any questions and support the budget process. It is our understanding that the City Manager will inform us of future budget related meetings, the budget hearing, and any additional questions or concerns from Council.

Tim Boyce, Chairman
Finance Committee

CITY OF MASCOUTAH
SNAP SHOT REVENUES/EXPENSES TOTAL NET

REVENUES

	Budget 16	Dec-15 YTD Actual 16	Summary of all depts 12/12's	Proposed Budget17	% change FY16 to 17
OPERATING REVENUES					
FUND 100 - GEN FUND	3,290,574	2,478,611	3,122,701	3,376,433	
FUND 110 - R CEM TRUST	2,500	14,277	21,415	5,000	
FUND 200 - LIGHT FUND	8,114,765	5,261,261	7,891,480	8,357,198	
FUND 250 - W&S FUND	3,446,285	2,027,856	3,153,458	3,537,454	
FUND 300 - AMB FUND	758,170	620,887	713,512	777,432	
FUND 330 - P&R (park/cityleu/pool)	372,730	347,950	366,153	535,380	
FUND 360 - FIRE DEPT FUND	150,400	142,831	144,693	157,600	
FUND 400 - IMRF FUND	445,440	333,168	442,957	460,665	
FUND 450 - POLICE PENSION FUND	412,953	315,540	344,072	387,565	
TOTAL OPERATING REV NO LIBR	16,993,817	11,542,381	16,200,440	17,594,726	3.54%
TOTAL LIBRARY REVENUES	389,202	389,202	389,202	393,413	
TOTAL OPERATING REV WITH LIBRARY	17,383,019	11,931,583	16,589,642	17,988,139	3.48%

NON-OPERATING REVENUES

FUND 115 - GF GRANTS/LOAN PROCEEDS	1,952,000	2,185,700	2,185,700	0	
FUND 200 - ELEC PHASE II LOAN	0	0	0	2,920,000	
FUND 500 - MFT FUND	179,595	139,195	208,793	195,810	
FUND 540 - TIF1 FUND	160,605	168,672	168,674	172,055	
FUND 560 - TIF2B FUND	731,245	785,932	786,798	796,110	
FUND 560 - TIF2B CDBG PORTION	0	0	0	0	
FUND 595 - BUSINESS DISTRICT	50,000	38,099	57,148	59,000	
FUND 590 - SPECIAL SVC AREA (SSA)	20,000	11,576	11,576	20,000	
FUND 600 - R DEBT SVC FUND	202,057	200,792	201,064	197,170	
TOTAL NON OPERATING REVENUES	3,295,502	3,529,967	3,619,753	4,360,145	
TOTAL ALL REVENUES NO LIBRARY	20,289,319	15,072,348	19,820,193	21,954,872	
TOTAL ALL REVENUES WITH LIBRARY	20,678,521	15,461,550	20,209,395	22,348,285	8.07%

EXPENSES

OPERATING EXPENSES

TOTAL PERSONNEL EXPENSES	5,583,355	3,798,651	5,440,998	5,995,015	
TOTAL NON-PERSONNEL EXPENSES	2,776,710	1,777,411	2,679,911	2,997,230	
TOTAL WHOLESALE/RETAIL/OTHER EXP	5,192,926	3,210,825	4,830,497	5,284,910	
TOTAL OPERATING EXPENSES NO LIBRARY	13,552,991	8,786,887	12,951,406	14,277,156	
TOTAL LIBRARY EXPENSES	389,202	389,202	389,202	393,413	
TOTAL OPERATING EXPENSES WITH LIBRARY	13,942,193	9,176,089	13,340,608	14,670,569	5.22%

NON-OPERATING EXPENSES

TOTAL CIP EXPENSES	419,321	285,877	420,085	337,530	
TOTAL FAR EXPENSES	203,700	139,733	199,617	361,400	
TOTAL PROJECT EXPENSES	3,391,750	2,542,665	3,273,638	6,055,000	
TOTAL DEBT EXPENSES	1,680,164	983,797	1,530,948	1,572,965	
TOTAL NON-OPERATING EXPENSES	5,694,935	3,952,071	5,424,288	8,326,895	
GRAND TOTAL ALL EXPENSES NO LIBRARY	19,247,926	12,738,958	18,375,694	22,604,051	17.44%
GRAND TOTAL ALL EXPENSES WITH LIBRARY	19,637,128	13,128,160	18,764,896	22,997,464	17.11%
NET OPERATING REV MINUS EXP	3,440,826	2,755,494	3,249,034	3,317,571	-3.58%
NET NON-OPERATING REV MINUS EXP	(2,399,433)	(422,105)	(1,804,535)	(3,966,750)	65.32%
NET REV MINUS EXP EXCLUDING PROJECTS	2,481,143	2,690,354	2,532,437	2,485,821	0.19%
NET ALL REVENUES MINUS ALL EXPENSES	1,041,393	2,333,389	1,444,499	(649,179)	

CITY OF MASCOUTAH
EXPENSES BY DEPARTMENT BY CATEGORY SUPER SUMMARY
EXPENSE SUMMARY BY CATEGORY SUPER SUMMARY

OPERATING EXPENSES		Dec-15	Summary of		
	Budget 16	YTD Actual 16	all depts 12/12's	Proposed Budget17	% change FY16 to 17
PERSONNEL EXPENSES					
TOTAL WAGES/SALARIES	3,523,850	2,319,775	3,452,695	3,832,750	
TOTAL EMPLOYEE BENEFITS	2,059,505	1,478,876	1,988,303	2,162,265	
TOTAL PERSONNEL EXPENSES	5,583,355	3,798,651	5,440,998	5,995,015	7.37%
NON-PERSONNEL EXPENSES					
TOTAL GENERAL EXPENSES	591,890	442,682	544,177	579,800	
TOTAL MONITORING & PERMITS EXPENSES	63,750	46,938	67,789	72,750	
TOTAL UTILITIES EXPENSES	477,925	319,085	475,627	509,600	
TOTAL MAINT & REPAIR EXPENSES	731,950	347,903	717,620	876,355	
TOTAL SUPPLIES & EQUIP EXPENSES	338,200	190,415	292,148	337,000	
TOTAL PROFESSIONAL SERVICES	572,995	430,389	582,549	621,725	
TOTAL NON-PERSONNEL EXPENSES	2,776,710	1,777,411	2,679,911	2,997,230	7.94%
WHOLESALE/RETAIL					
TOTAL WHOLESALE/RETAIL	5,192,926	3,206,998	4,830,497	5,134,910	-1.12%
OTHER EXPENSES					
TOTAL OTHER EXPENSES	0	3,827	0	150,000	
TOTAL OPERATING EXPENSES NO LIBRARY	13,552,991	8,786,887	12,951,406	14,277,156	5.34%
<i>total oper expenses minus wholesale/retail</i>	<i>8,360,065</i>		<i>8,120,909</i>	<i>9,142,245</i>	<i>9.36%</i>
TOTAL LIBRARY EXPENSES	389,202	389,202	389,202	393,413	1.08%
TOTAL OPERATING EXP WITH LIBRARY	13,942,193	9,176,089	13,340,608	14,670,569	5.22%
NON-OPERATING EXPENSES					
CAPITAL IMPROVEMENTS					
TOTAL CIP EXPENSES	419,321	285,877	420,085	337,530	-19.51%
FIXED ASSET REPLACEMENT					
TOTAL FAR EXPENSES	203,700	139,733	199,617	361,400	77.42%
PROJECTS					
TOTAL PROJECT EXPENSES	3,391,750	2,542,665	3,273,638	6,055,000	78.52%
DEBT					
TOTAL DEBT EXPENSES	1,680,164	983,797	1,530,948	1,572,965	-6.38%
TOTAL NON-OPERATING EXPENSES	5,694,935	3,952,071	5,424,288	8,326,895	46.22%
TOTAL ALL EXPENSES NO LIBRARY	19,247,926	12,738,958	18,375,694	22,604,051	17.44%
TOTAL ALL EXPENSES WITH LIBRARY	19,637,128	13,128,160	18,764,896	22,997,464	17.11%

FY17 BUDGET REVENUES - BUDGET EXPENSES BY FUND

	GENERAL FUND 100	RESTRICTED MAJOR ROAD 115	RESTRICTED CEM TRUST 110	LIGHT FUND 200	WTR/SWR COMBINED 250	AMB FUND 300	PARKS & RECR 330	FIRE DEPT 360	IMRF FUND 400	POLICE PENSION 450	MFT FUND 500	TIF1 FUND 540	TIF2B FUND 560	BUS DISTR FUND 595	SSA SP SVCS 590	DEBT SVC 600	TOTALS
REVENUES MINUS PROJECTS	3,376,433	0	5,000	11,277,198	3,537,454	777,432	535,380	157,600	460,665	387,565	195,810	172,055	796,110	59,000	20,000	197,170	21,954,872
EXPENSES MINUS PROJECTS	2,619,245	0	0	11,134,565	3,487,560	680,600	341,655	88,370	489,285	5,000	125,000	36,000	568,250	0	15,000	201,520	19,797,051
TOTAL REV-EXP NO PROJECTS	757,188	0	5,000	142,633	49,894	96,832	193,725	69,230	(28,620)	382,565	70,810	136,055	227,860	59,000	5,000	(4,350)	2,162,821
PROJECT REVENUES	0	0	0	2,920,000	0	0	0	0	0	0	0	0	0	0	0	0	2,920,000
PROJECT EXPENSES	647,000	0	0	3,243,000	625,000	0	180,000	0	0	0	380,000	0	980,000	0	0	0	6,055,000
TOTAL REV-EXP WITH PROJECTS	110,188	0	5,000	(180,367)	(575,106)	96,832	13,725	69,230	(28,620)	382,565	(309,190)	136,055	(752,140)	59,000	5,000	(4,350)	(972,179)

	GENERAL FUND 100	RESTRICTED CEM TRUST 110	RESTRICTED CEM TRUST 110	LIGHT FUND 200	WTR/SWR COMBINED 250	AMB FUND 300	PARKS & RECR 330	FIRE DEPT 360	IMRF FUND 400	POLICE PENSION 450	MFT FUND 500	TIF1 FUND 540	TIF2B FUND 560	BUS DISTR FUND 595	SSA SP SVCS 590	DEBT SVC 600	TOTALS
REV MINUS CIP/FAR/DEBT/PROJ	3,376,433	0	5,000	8,357,198	3,537,454	777,432	535,380	157,600	460,665	387,565	195,810	172,055	796,110	59,000	20,000	197,170	19,034,872
EXP MINUS CIP/FAR/DEBT/PROJ	2,360,455	0	0	7,175,720	3,009,970	674,200	305,655	85,870	489,285	5,000	125,000	500	45,500	0	0	0	14,277,196
L REV-EXP NO CIP/FAR/DEBT/PROJ	1,015,978	0	5,000	1,181,478	527,484	103,232	229,725	71,730	(28,620)	382,565	70,810	171,555	750,610	59,000	20,000	197,170	4,757,716
CIP/FAR/DEBT/PROJ REVENUES	0	0	0	0	2,920,000	0	0	0	0	0	0	0	0	0	0	0	2,920,000
CIP/FAR/DEBT/PROJ EXPENSES	905,790	0	0	3,958,845	1,182,590	6,400	216,000	2,500	0	0	380,000	35,500	1,502,750	0	15,000	201,520	8,406,895
TOTAL REV MINUS EXP ALL	110,188	0	5,000	(2,777,367)	(2,264,894)	96,832	13,725	69,230	(28,620)	382,565	(309,190)	136,055	(752,140)	59,000	5,000	(4,350)	(729,179)

CITY OF MASCOUTAH
PROJECTS SHEET ONLY
ALL FUNDS & FUNDING

PROJECTS- ALL FUNDS

		Dec-15 YTD	Calculated 12/12's shaded is manual entry	Proposed Budget17
	Budget16	Actual 16		

PROJECTS- STREETS; GEN FUND MONEY

115-50761-	7300 Fuesser Road Maintenance- Loan	1,170,000	1,022,861	1,150,000	0	
115-50721-	7300 SRTS - SAFE ROUTES TO SCHOOL GRANT 20% I	0	0	0	0	\$195 all grant funded
115-50759-	7300 Engineering N 10th St - City Pays	0	0	0	0	
115-50758-	7300 Engineering Harnett - City Pays	0	0	0	0	
115-50760-	7300 Engineering Fuesser - City Pays	0	0	0	0	
115-50762-	7300 No 10th Road Proj - Loan	1,250,000	987,678	1,200,000	0	
115-50763-	7300 E Harnett Proj - Loan	0	175,487	175,487	0	loan draw down, 1/3 tif2b appl for debt repayment
115-50764-	7300 W Harnett Proj - Loan	0	0	0	0	
TOTAL PROJECT EXPENSES		2,420,000	2,186,026	2,525,487	0	
100-50762-	7300 various sidewalks, N County Rd (FY17 Budget guidance			0	50,000	FY17 budget guidance, sidewalks include N County Rd
100-507	7300 s 10th st park lot			0	50,000	FY17 - s 10th st park lot
100-50748-	7300 ada sidewalk/ramp/stump removal	50,000	28,472	35,000	50,000	
100-507	7300 various street proj, fy16 bid packet cred		(170)		62,000	Nathan&Adam ct, Hunters Trail & Pheasant Bend, W Church drainage, surface water 50/50, prop code/maint
100-50761	7300 Poplar St Road Impr	125,000	29,756	120,000	375,000	
100-50755-	7300 CMAQ proj multi use path 20% match	30,000	21,758	21,758	60,000	CMAQ Berm Trail Engineering \$30k Grant + STP berm trail grant
TOTAL PROJECT EXPENSES		205,000	79,816	176,758	647,000	

PROJECTS- LIGHT FUND

200-50720-	7300 major electric phase II	0	5,394	5,394	2,920,000	FY15 easements for Phase II & amen
200-50709-	7300 6th street circuit upgrade & engineering				288,000	238k + 50k eng
200-507	7300 cable shed				35,000	
200-50721-	7300 safe routes to school	0	13,392	13,392	0	grant reimburses for last year invoices and this year, total \$27,000
TOTAL PROJECT EXPENSES		0	18,786	18,786	3,243,000	

PROJECTS - WATER

250-50737-	7300	0				
		0	0	0		
		0	0	0		
250-50756-	7300	0				
250-50752-	7300 FY waterline project	0				
TOTAL PROJECT EXPENSES		0	0	0	0	

PROJECTS - SEWER

250-50753-	7300 waste wtr trmnt plant facility plan phase I	0	18,039	18,039	420,000	
250-50758	7300 S 10th St sewer/water line relocate/larger	16,500	16,460	16,460	0	FY16 - added this from w/s truck purchase not used since one truck was purchased only, per CM
250-50751-	7300 mahole & pipe shared w/ tif2b	50,000	46,108	46,108	75,000	
250-50754-	7300 land purchase for waste water plant facility				80,000	
250-50745-	7300 infiltration study	50,000	36,253	42,000	50,000	
TOTAL PROJECT EXPENSES		116,500	116,860	122,607	625,000	

PROJECTS - BUS DISTRICT

595-50701-	7300	0	0	0	0	FY14 high since now includes right turn
TOTAL PROJECT EXPENSES		0	0	0	0	

PROJECTS - MFT

500-50748-	7300 ADA sidewalk improvements	0	0		30,000	
500-507XX-	7300 S 10th St	325,000	37,289	150,000	350,000	
	various street	150,000	0	150,000		FY16 = \$150k street proj
TOTAL PROJECT EXPENSES		475,000	37,289	300,000	380,000	

PROJECTS - ADMIN/PARK

330-507xx7300	pool repair				150,000	
330-50746-	7300 relocate ball field lights, rock parking lot, storm sewer			0	30,000	ball lights \$4k + rock parking lot \$10k + storm sewer \$16k
330-50745-	7300 Park Drive Impr-DECO Grant	0	(1,350)	0	0	
TOTAL PROJECT EXPENSES		0	(1,350)	0	180,000	

PROJECTS - TIF2B FUND

560-50758-	7300 tif2b street reconstruction-variety	39,250	0	0	0	in budget in gf since cash basis and work might not get done FY14 and need FY16 39250 in tif2b, with 39250 in gf for fy15
560-50757-	7300 Rt4 & 177/Main Street Intersection	136,000	105,237	130,000	700,000	
560-50750-	7300 tif2b faade grant program	0	0	0	30,000	LK note - sidewalk 800 ft
560-50759-	7300 ada/sidewalk/ramp/stump	0	0	0	0	
560-50748-	7300 sewer repairs/pipelining	0	0	0	50,000	
560-50754-	7300 East South Street	0	0	0	200,000	
560-50751-	7300 manhole & pipe tif2b and ws budgeted	0	0	0	0	
560-50745-	7300 I&I study	0	0	0	0	
TOTAL PROJECT EXPENSES		175,250	105,237	130,000	980,000	

TOTAL PROJECT EXPENSES ALL	3,391,750	2,542,664	3,273,638	6,055,000
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12

CITY OF MASCOUTAH

CIP/FAR ONLY

ALL FUNDS & FUNDING

8200	CAPITAL IMPROVEMENTS			Calculated	
8500	FIXED ASSET REPLACEMENT		Dec-15	12/12's	
			YTD	shaded is	Proposed
		Budget16	Actual 16	manual entry	Budget17
8200 CAPITAL IMPROVEMENTS					
ADMIN	phone system city wide	30,000	0	30,000	0
	office furniture	4,000	0	0	0
ADMIN/PLANNING	welcome sign(hotel tax \$)	30,000		30,000	30,000
					100-50102-8201
POLICE	vehicles	48,000	47,106	48,000	67,500
	itouch fingerprint system	16,000	15,990	15,990	
	video update	0	0	0	10,000
AMB		0	0	0	0
CEM		0	0	0	0
MAINT		0	0	0	0
PARK		0	0	0	0
		0	0	0	0
LEU		0	0	0	0
POOL		0	0	0	0
STREETS	wash pad split w/s/e/str	3,000	3,676	3,676	0
	backhoe	0	0	0	80,000
	soil conditioner grader	0	0	0	23,630
	excavator	85,000	82,028	82,028	0
					100-50505-8237
					with trade in too
					100-50505-8232
ELECT PROD	band saw3500+blast cab750.00 + charging sta3800+evap smoke mach2800				10,850
	pumps/reall/dispensers/tor				
	ch/carts/reel/cylinder				
	brackets				4,050
	wash pad split w/s/e/str	3,000	3,676	3,676	0
	small truck	15,000	18,000	18,000	0
	scanner	4,800	4,958	4,958	0
					200-50501-8237
					200-50501-8238
					200-50501-8239
ELECT DIST		0	0	0	0
		0	0	0	0
	new building	16,300	18,616	18,616	0
	lot impr fence/rock - storage	0	0	0	0
					200-50502-8234
WATER	storage building w/s	5,000	890	5,000	0
	wash pad split w/s/e/str	3,000	3,676	3,676	0
					250-50503-8228
					250-50503-8237
	pump house generator & fencing	90,000	40,614	88,500	0
					FY16 pump house generator \$125k per Ron
					FY16 note : 250-50503-8240, took 8,250.00
					and moved to project, 5 10th St waterline,
					orig budget 17,500
	w/s small truck split	9,250	11,284	11,284	15,000
SEWER	storage building w/s	5,000	890	4,000	0
	wash pad split w/s/e/str	3,000	3,676	3,676	0
					250-50504-8228
					250-50504-8237
					FY16 note: 250-50504-8240, took 8,250.00
					and moved to project, 5 10th St waterline,
					orig budget 17,500
	w/s small truck split	9,250	11,284	11,284	15,000
	vac truck head att & FY17 trasn pump	8,500	0	6,500	14,000
	brickyard generator - new	10,000	1,434	10,000	65,000
					250-50504-8242
					250-50504-8236
SEWER PLANT		0	0	0	0
FIRE	grant reimb/impr per Chief	6,286	5,646	6,286	0
	misc far	2,500	0	2,500	2,500
	ofsm grant funded impr	12,435	12,435	12,435	
					360-50600-8201
total all capital improvement					
		419,321	285,879	420,085	337,530
total general fund CIP					
		216,000	148,800	209,694	211,130
total electric fund CIP					
		39,100	45,250	45,250	14,900
total water/sewer fund CIP					
		143,000	73,748	143,920	109,000
total amb fund CIP					
		0	0	0	0
total parks & rec fund CIP					
		0	0	0	0
total fire dept fund CIP					
		21,221	18,081	21,221	2,500
	total calculation check	419,321	285,879	420,085	337,530
	total check with snapshot	419,321	285,877	420,085	337,530

CITY OF MASCOUTAH

CIP/FAR ONLY

ALL FUNDS & FUNDING

8200	CAPITAL IMPROVEMENTS	Calculated			
8500	FIXED ASSET REPLACEMENT	Dec-15	12/12's		
		YTD	shaded is	Proposed	
		Budget16	Actual 16	manual entry	Budget17
8500 FIXED ASSET REPLACEMENT					
ADMIN	computers/tech equip	5,000	1,311	5,000	5,000
			(2,379)	0	
	office furniture, upgrades	3,000	2,182	2,182	2,000
					continuous computer replacement
					misc \$ from buick sale 100-50101-8510
					100-50101-8507
POLICE	car equipment	2,000	50	2,000	0
	vests/equip	1,500	91	1,500	1,500
	replace guns	2,000	0	2,000	3,000
					100-50201-8515
					continuous rotate, grant for 1/2
					100-50201-8522
AMB	pulse ox	1,100	0	0	0
	stretcher battery	1,100	953	953	0
	gear/mattress/stove	2,000	1,158	1,800	0
	new laptops				6,400
					300-50202-8512
					300-50202-8515
					300-50202-8523
CEM				0	0
	mobile mats	0	0	0	2,500
		0	0	0	0
					rotate each year, skip FY16
MAINT		0	0	0	0
PARK	general park replace equip	2,000	0	2,000	2,000
	mower with trade ins	9,000	12,200	12,200	0
	park lot				5,000
	Park Grant Match	25,000	6,433	20,000	25,000
					330-50401-8501
					330-50401-8505
					LK Notes
LEU		0	0	0	0
POOL	as specified	11,000	8,754	11,000	4,000
					umbrellas ruined & replaced, misc
STREETS	sold asphalt zipper	0	(30,000)	0	0
ELEC PROD		0	0	0	0
ELEC DIST	replace E1 bucket truck	0	0	0	180,000
WATER	1d storage tank interior painting	125,000	124,965	124,965	125,000
					FY16 per Ron, and FY17
SEWER		0	0	0	0
SEWER PLANT		0	0	0	
		0	0	0	
	replace roof blower/filter bldg	14,000	14,017	14,017	0
					250-50506-8536
FIRE	other as specified	0	0	0	0
					In CIP this FY16
total all fixed asset replacements					
		203,700	139,735	199,617	361,400
total general fund FAR					
		13,500	(28,745)	12,682	14,000
total electric fund FAR					
		0	0	0	180,000
total water/sewer fund FAR					
		139,000	138,982	138,982	125,000
total amb fund FAR					
		4,200	2,111	2,753	6,400
total parks & rec fund FAR					
		47,000	27,387	45,200	36,000
total fire dept fund FAR					
		0	0	0	0
total calculation check					
		203,700	139,735	199,617	361,400
total check with snapshot					
		203,700	139,733	199,617	361,400

CITY OF MASCOUTAH

DEBT ONLY

ALL FUNDS & FUNDING

9000 DEBT PAYMENTS		Budget16	Actual 16	Calculated Dec-15 YTD shaded is manual entry	Proposed Budget17	
9000 DEBT PAYMENTS						
Admin						
100-50101- 9001 2004(old 2001A) 70% - levy	33,660	16,826	33,660	33,660	Bond called and paid in full, now pay Citizens for installment loan	
County Rd GO Bond 2008					levy for all gf applicable so out of debt svc fund where levy deposited	
street loan citizens 3.9 mil	0	0	0		starting FY18 pay this debt after tif2b pays applicable amount related to east harnett, and 18yr payout left	
	33,660	16,826	33,660	33,660		
Park						
330-50401- 9001 citizens loan park prop expa	0	0	0	0	paid off park loan with cash FY16	
Elect						
200-50502- 9001 98 GO -levy\$ 50%lf + 50% tif	78,200	38,981	78,200	156,170	FY17 the light fund will be paying the old TIF1 applicable portion since it related to light fund and TIF1 not much cash, per CM and Auditor. Bond called and paid in full, now pay Citizens for installment loan	
2008 go bond electric phase I payments	362,575	246,899	361,500	364,775	elec portion of bond	
	440,775	285,880	439,700	520,945		
Water						
250-50503- 9001 2004(2001A) 30%ws - levy \$	33,180	16,586	33,175	33,180	Bond called and paid in full, now pay Citizens for installment loan	
bond fees	500	0	500	500		
main st wtrline	0	0	0	0	THIS IN BOTH WATER & TIF2B - S/B JUST TIF2B, NOTICED AFTER PASSED	
lepa loan water neq proj	0	0	0	0	paying this out of tif2b until tif over and then out of water until 2022/23, \$28k	
	33,680	16,586	33,675	33,680		
Sewer						
250-50504- 9001 bond fees	0	0	0	0		
lepa mid-amer	46,360	46,360	46,360	46,360		
lepa sewer proj	163,550	121,564	150,000	163,550	per lepa office 2pmts@81765.00	
	209,910	167,924	196,360	209,910		
TIF1						
540-50901- 9001 98 GO-levy\$ 50%tif1+50%lf	78,200	38,980	78,200	0	FY17-the light fund paying this portion of the bond call debt since tif1 low cash and all applicable to light fund per CM and Auditor	
Masc School Dist Tif Agrmnt	33,900	0	33,900	35,500	as per agrmt, % varies	
bond fees 750 & old cablofil	0	0	0	0		
	112,100	38,980	112,100	35,500		
TIF2b						
9001 masc school agreement	177,885	0	177,885	180,500	per agrmt, varies	
560-50902- 9001 mainstreet loan/neq loan	77,250	33,089	77,250	77,250	paying this out of tif2b until tif over and then out of water until 2022/23	
major st loan citiznes 3.9 mil	244,790	211,714	244,790	265,000	paying tif2b appl of east harnett on loan for approx 401,000 then gf pays this debt	
	499,925	244,803	499,925	522,750		
Debt Svc						
600-50000 9001 2005 GO BOND CITYHALL/LI	127,350	124,920	127,350	127,350	levied 124217.50	
LEVIES FOR OTHER BONDS	73,870	73,867	73,867	73,870	FY14 no levy for 98 or 2001a since called and paid with installment loan from Citizens, now payment split all in revenues levied: 73867.50=2008	
BOND FEES	300	0	300	300		
	201,520	198,787	201,517	201,520		
SSA Fund 590						
590-50902- 9001 ssa debt	15,000	14,011	14,011	15,000		
BUSINESS DISTRICT 595						
595-50000- 9001 sales tax rev bond pmt	88,594	0	0	0	starts nov 2014 and may 2015 so only one pmt in FY14	
595-50000- 9001 revenue bond pmt	45,000	0	0	0		
total debt		1,680,164	983,797	1,530,948	1,572,965	
total check with snapshot		1,680,164	983,797	1,530,948	1,572,965	

Fund Balances Projected with Budget Figures

	Beginning Fund Bal as of April 30, 2015	Est 12/12's Revenues FY1516	Est 12/12's Expenses FY1516	Projected Fund Balance April 30, 2016	Budgeted Revenues FY1617	Proposed Project Rev FY17	Budgeted Expenses FY1617	Proposed Project Exp FY17	No Projects Fund Balance April 30, 2017	With Projects Fund Balance April 30, 2017	No Projects Net Change FY17 from Proj FY16	With Projects Net Change FY17 from Proj FY16
FUND 100 - GEN FUND	1,409,766	5,308,401	4,913,911	1,804,257	3,376,433		3,266,245	647,000	2,561,445	1,914,445	757,188	\$ 110,188
FUND 110 - R CEM TRUST	321,424	21,415	0	342,839	5,000		0		347,839	347,839	5,000	\$ 5,000
FUND 200 - LIGHT FUND	14,668,180	7,891,480	7,126,488	15,433,172	11,277,198	2,920,000	11,134,565	3,243,000	18,818,805	15,575,805	3,385,633	\$ 142,633
FUND 250 - W&S FUND	13,907,118	3,153,458	3,357,689	13,702,887	3,537,454		4,112,560	625,000	13,752,781	13,127,781	49,894	\$ (575,106)
FUND 300 - AMB FUND	(490,062)	713,512	652,265	(428,815)	777,432		680,600		(331,983)	(331,983)	96,832	\$ 96,832
FUND 330 - P&R (park/city/eu/pool)	91,279	366,153	296,278	161,154	535,380		521,655	180,000	354,879	174,879	193,725	\$ 13,725
FUND 360 - FIRE DEPT FUND	(146,330)	144,693	101,364	(103,001)	157,600		88,370		(33,771)	(33,771)	69,230	\$ 69,230
FUND 400 - IMRF FUND	114,051	442,957	477,351	79,657	460,665		489,285		51,036	51,036	(28,620)	\$ (28,620)
FUND 450 - POLICE PENSION FUND	4,522,186	344,072	3,997	4,862,261	387,565		5,000		5,244,826	5,244,826	382,565	\$ 382,565
FUND 500 - MFT FUND	521,083	208,793	450,000	279,876	195,810		505,000	380,000	350,685	(29,315)	70,810	\$ (309,190)
FUND 540 - TIF1 FUND	(633,926)	168,674	112,100	(577,352)	172,055		36,000		(441,296)	(441,296)	136,055	\$ 136,055
FUND 560 - TIF2B FUND	478,199	786,798	668,725	596,272	796,110		1,548,250	980,000	824,132	(155,868)	227,860	\$ (752,140)
FUND 595 - BUS DISTR	(271,606)	57,148	0	(214,458)	59,000		0		(155,458)	(155,458)	59,000	\$ 59,000
FUND 590 - SSA	0	11,576	14,011	(2,435)	20,000		15,000	0	2,565	2,565	5,000	\$ 5,000
FUND 600 - R DEBT SVC FUND	139,967	201,064	201,517	139,514	197,170		201,520		135,164	135,164	(4,350)	\$ (4,350)
	34,631,329	19,820,193	18,375,694	36,075,828	21,954,872	2,920,000	22,604,051	6,055,000	41,481,649	35,426,649	5,405,821	\$ (649,179)

ORDINANCE NO. 16-__

ANNUAL BUDGET ORDINANCE FOR THE FISCAL YEAR
2016 ----- 2017

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, AT ST. CLAIR COUNTY, ILLINOIS:

SECTION 1: That there be and is hereby budgeted for Municipal purposes for the City of Mascoutah, in the County of St. Clair, State of Illinois, for the fiscal year commencing on the first day of May 2016, and ending on the thirtieth day of April 2017, **the sum of twenty-two million, nine hundred ninety-seven thousand, four hundred sixty-four dollars (\$22,997,464)** distributed for purposes as described in *Attachment "A"* to this ordinance. This budget is adopted under the State of Illinois' Budgeting System.

SECTION 2: That the balance on hand in the various funds budgeted for the fiscal year ending on the thirtieth day of April 2016 are hereby returned to the respective funds for redistribution.

SECTION 3: This Ordinance is effective immediately and shall go into full force May 1st, 2016, or at the earliest time as may be legal under state law.

Passed this 18th day of April, 2016, on the following roll call vote:

	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
Gerald Daugherty	_____	_____	_____	_____
Benjamin Grodeon	_____	_____	_____	_____
Paul Schorr	_____	_____	_____	_____
John Weyant	_____	_____	_____	_____
Pat McMahan	_____	_____	_____	_____

Mayor

ATTEST:

City Clerk
(Seal)

Attachment B

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: Code Change – Electric, Water & Sewer Rates (first reading)

MEETING DATE: April 4, 2016

REQUESTED ACTION:

Approval of revisions to Chapter 11 – Electric System and Chapter 38 – Water and Sewer Rates of the City Code by adoption of ordinance.

BACKGROUND & STAFF COMMENTS:

For the upcoming Fiscal Year 2016-2017, the Finance Committee and City Council decided to not increase water and sewer rates and restructure the electric rates per the recommendations from the independent rate study conducted in 2015. Attached are the proposed rate designs as provided by UFS along with projections on impacts to customer utility bills.

The proposed rates and impact projections for the municipal utility accounts are included but staff believes the rates for the municipal accounts should not be changed at this time. Changing the rates and starting a base fee for municipal bills would result in an increase and an to the budget for those funds. Changing the rates for the municipal bills will also impact the municipal utility taxes that are transferred back to General Fund. Keeping the municipal rates the same will help to offset some of the potential decrease that is going to occur from the new rate design being implemented on the other rate classifications.

The enclosed ordinance for the new electric rates also includes rates for the LED street lighting. At this time, staff believes the current rates for all other street lighting can remain the same.

The enclosed ordinance for the water and sewer rates include no increase to those rates. Even though there are no increases to the rates, the ordinances and City Code reference the fiscal year that the rates belong to. The attached ordinance keeps the water and sewer rates the same as the previous fiscal year, but changes the reference to the fiscal year to the upcoming FY16-17. Passing of a rate ordinance regardless if there is a change in the rates is recommended by our auditor. It is also good practice and much easier to follow for historical reference.

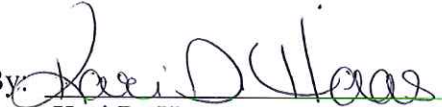
RECOMMENDATION:

Council approval of Ordinance, as attached.


SUGGESTED MOTION:

I move that the City Council approve and adopt Ordinance 16-____, thereby modifying Chapter 11, Electric System, Article 1, General Regulations, Section 1; and approve and adopt Ordinance No. 16-____, thereby modifying Chapter 38, Article 4 Division 2 Water Rates, Section 12 and Division 3 Sewer Rates, Section 31.

Prepared By:


Kari D. Haas
City Clerk

Approved By:


Cody Hawkins
City Manager

Attachments: A – Proposed Electric Rate Designs
B – Ordinance – Electric Rates
C – Ordinance – Water/Sewer Rates

City of Mascoutah, IL

Residential

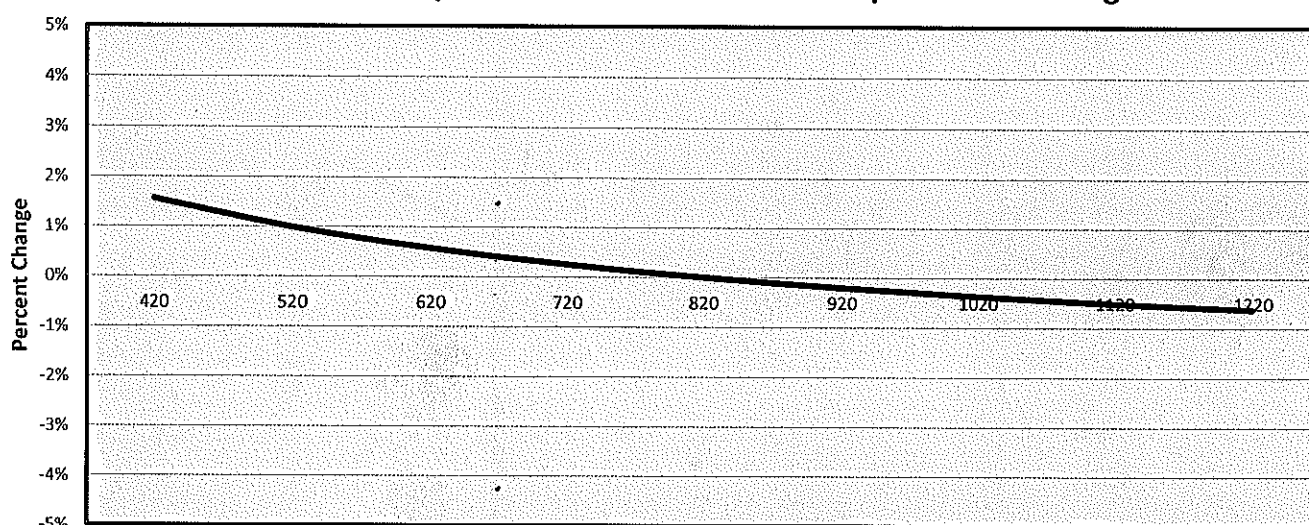
2016 Proposed Rate Design

Prepared by:



Current Rates		2016 Proposed Rate Design		Cost of Service Rates	
Monthly Facilities Charge:		Monthly Facilities Charge:		Monthly Facilities Charge:	
All Customers	\$ 8.32	All Customers	\$ 9.50	All Customers	\$ 19.67
Energy Charge:		Energy Charge:		Energy Charge:	
All Energy kWh	\$ 0.0678	All Energy kWh	\$ 0.0664	All Energy	\$ 0.12020
PCA Charge:		PCA Charge:		PCA Charge:	
PCA (- All kWh)	\$ 0.0641	PCA (- All kWh)	\$ 0.0641		
Revenues from Current Rates	\$ 4,531,617	Revenues from Proposed Rates	\$ 4,531,617		
		Percentage Change from Current	0.00%		

Customer Bill Impacts for Residential 2016 Proposed Rate Design



Monthly Billed kWh's or Load

Residential Annual Bill Comparison				
Usage (kWh)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
420	\$ 36.80	\$ 37.37	\$ 0.57	1.56%
520	\$ 43.58	\$ 44.01	\$ 0.43	0.99%
620	\$ 50.36	\$ 50.64	\$ 0.29	0.57%
720	\$ 57.14	\$ 57.28	\$ 0.14	0.25%
820	\$ 63.92	\$ 63.91	\$ (0.00)	0.00%
920	\$ 70.70	\$ 70.55	\$ (0.15)	-0.21%
1020	\$ 77.48	\$ 77.19	\$ (0.29)	-0.37%
1120	\$ 84.26	\$ 83.82	\$ (0.43)	-0.52%
1220	\$ 91.04	\$ 90.46	\$ (0.58)	-0.64%

Attachment A

ELECTRICAL RESIDENTIAL

FY1516 Current Rates: Residential \$ 0.06780 PCA avg \$ 0.06420

Kwh	Electric Base	Electric Kwh usage	Fuel Adjustment	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion
500	\$ 8.32	\$ 33.90	\$ 32.10	\$ 3.30	\$ 2.31	\$ -	\$ 79.93
1000	\$ 8.32	\$ 67.80	\$ 64.20	\$ 6.60	\$ 4.62	\$ -	\$ 151.54
1500	\$ 8.32	\$ 101.70	\$ 96.30	\$ 9.90	\$ 6.93	\$ -	\$ 223.15
2000	\$ 8.32	\$ 135.60	\$ 128.40	\$ 13.20	\$ 9.24	\$ -	\$ 294.76
2500	\$ 8.32	\$ 169.50	\$ 160.50	\$ 16.50	\$ 9.24	\$ 1.52	\$ 364.06
3000	\$ 8.32	\$ 203.40	\$ 192.60	\$ 19.80	\$ 9.24	\$ 3.03	\$ 433.36
3500	\$ 8.32	\$ 237.30	\$ 224.70	\$ 23.10	\$ 9.24	\$ 4.55	\$ 502.66
4000	\$ 8.32	\$ 271.20	\$ 256.80	\$ 26.40	\$ 9.24	\$ 6.06	\$ 571.96
4500	\$ 8.32	\$ 305.10	\$ 288.90	\$ 29.70	\$ 9.24	\$ 7.58	\$ 641.26
5000	\$ 8.32	\$ 339.00	\$ 321.00	\$ 33.00	\$ 9.24	\$ 9.09	\$ 710.56

FY1617 Proposed Rates: Residential \$ 0.06640 PCA avg \$ 0.06420

Kwh	Electric Base	Electric Kwh usage	Purchase Pwr Cost Adj	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion	Increase
500	\$ 9.50	\$ 33.20	\$ 32.10	\$ 3.27	\$ 2.31	\$ -	\$ 80.38	\$ 0.45
1000	\$ 9.50	\$ 66.40	\$ 64.20	\$ 6.53	\$ 4.62	\$ -	\$ 151.25	\$ (0.29)
1500	\$ 9.50	\$ 99.60	\$ 96.30	\$ 9.80	\$ 6.93	\$ -	\$ 222.13	\$ (1.03)
2000	\$ 9.50	\$ 132.80	\$ 128.40	\$ 13.06	\$ 9.24	\$ -	\$ 293.00	\$ (1.76)
2500	\$ 9.50	\$ 166.00	\$ 160.50	\$ 16.33	\$ 9.24	\$ 1.52	\$ 361.57	\$ (2.49)
3000	\$ 9.50	\$ 199.20	\$ 192.60	\$ 19.59	\$ 9.24	\$ 3.03	\$ 430.13	\$ (3.23)
3500	\$ 9.50	\$ 232.40	\$ 224.70	\$ 22.86	\$ 9.24	\$ 4.55	\$ 498.70	\$ (3.96)
4000	\$ 9.50	\$ 265.60	\$ 256.80	\$ 26.12	\$ 9.24	\$ 6.06	\$ 567.26	\$ (4.70)
4500	\$ 9.50	\$ 298.80	\$ 288.90	\$ 29.39	\$ 9.24	\$ 7.58	\$ 635.83	\$ (5.43)
5000	\$ 9.50	\$ 332.00	\$ 321.00	\$ 32.65	\$ 9.24	\$ 9.09	\$ 704.39	\$ (6.17)

increase rate changes chart: electric

date	old base	new base	% change	old usage rate	new usage rate & % incr	notes
Jun-06	\$ 6.10	\$ 6.65	9.0%	\$ 0.0530	\$ 0.0579	9.2% follow ordinance 06-08, use cpi, no increase since 2003
May-07	\$ 6.65	\$ 7.71	15.9%	\$ 0.0579	\$ 0.0619	6.9% follow ordinance 06-08, use cpi
May-08	\$ 7.71	\$ 7.92	2.7%	\$ 0.0619	\$ 0.0636	2.7% follow ordinance 06-08, use cpi
Jun-09	\$ 7.92	\$ 8.20	3.5%	\$ 0.0636	\$ 0.0658	3.5% follow ordinance 06-08, use cpi
May-10	\$ 8.20	\$ 8.32	1.5%	\$ 0.0658	\$ 0.0668	1.5% follow ordinance 06-08, use cpi
May-11	\$ 8.32	\$ 8.32	0.0%	\$ 0.0668	\$ 0.0678	1.5% no increase, pass ordinance not to incr as per ord 06-08 states cpi incr
May-12	\$ 8.32	\$ 8.32	0.0%	\$ 0.0678	\$ 0.0678	0.0% no increase, pass ordinance not to incr as per ord 06-08 states cpi incr
May-13	\$ 8.32	\$ 8.32	0.0%	\$ 0.0678	\$ 0.0678	0.0% no increase, pass ordinance not to incr as per ord 06-08 states cpi incr
May-14	\$ 8.32	\$ 8.32	0.0%	\$ 0.0678	\$ 0.0678	0.0% no increase, pass ordinance not to incr as per ord 06-08 states cpi incr
May-15	\$ 8.32	\$ 8.32	0.0%	\$ 0.0678	\$ 0.0678	0.0% no increase, pass ordinance not to incr as per ord 06-08 states cpi incr
May-16	\$ 8.32	\$ 9.50	14.2%	\$ 0.0678	\$ 0.0664	-2.1% per rate study

City of Mascoutah, IL

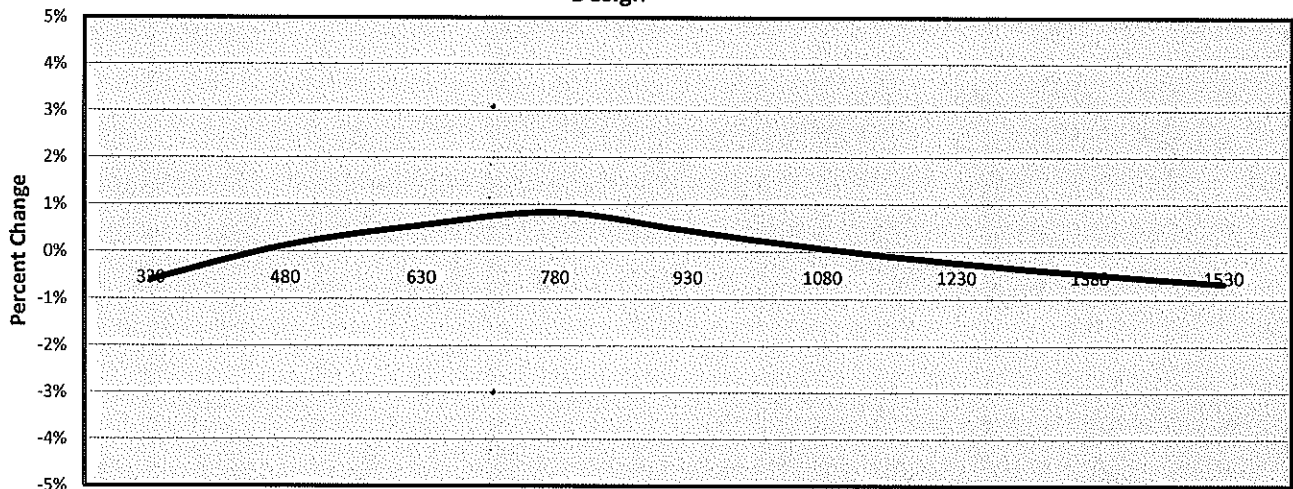
Residential and Commercial Space Heating
2016 Proposed Rate Design

Prepared by:



Current Rates		2016 Proposed Rate Design		Cost of Service Rates	
Monthly Customer Charge:		Monthly Customer Charge:		Monthly Customer Charge:	
All Customers	\$ 10.95	All Customers	\$ 12.50	All Customers	\$ 38.08
Energy Charge:		Energy Charge:		Energy Charge:	
Block 1 (0 - 100 kWh)	\$ 0.0896	Block 1 (0 - 100 kWh)	\$ 0.0744	All Energy	\$ 0.0919
Block 2 (101 - 300 kWh)	\$ 0.0717	Block 2 (101 - 800 kWh)	\$ 0.0694		
Block 3 (301 - 800 kWh)	\$ 0.0665				
Block 4 (801 - Excess kWh)	\$ 0.0577	Block 3 (801 - Excess kWh)	\$ 0.0544		
PCA Charge:		PCA Charge:			
PCA (- kWh)	\$ 0.0641	PCA (- kWh)	\$ 0.0641		
Revenues from Current Rates	\$ 303,682	Revenues from Proposed Rates	\$ 303,682		
		Percentage Change from Current	0.0000%		

Customer Bill Impacts for Residential and Commercial Space Heating 2016 Proposed Rate Design



Monthly Billed kWh's or Load

Res and Com Space Heating Annual Bill Comparison				
Usage (kWh)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
330	\$ 57.41	\$ 57.07	\$ (0.34)	-0.60%
480	\$ 77.01	\$ 77.10	\$ 0.09	0.12%
630	\$ 96.61	\$ 97.13	\$ 0.52	0.54%
780	\$ 116.21	\$ 117.16	\$ 0.96	0.83%
930	\$ 134.66	\$ 135.25	\$ 0.59	0.44%
1080	\$ 152.94	\$ 153.03	\$ 0.09	0.06%
1230	\$ 171.21	\$ 170.81	\$ (0.40)	-0.24%
1380	\$ 189.49	\$ 188.59	\$ (0.90)	-0.47%
1530	\$ 207.77	\$ 206.37	\$ (1.39)	-0.67%

ELECTRICAL RESIDENTIAL/COMMERCIAL - HEATING (Sec. 11-1-1(d))

FY1516	Current Rates:	0 - 100 kwh	\$	0.08960	PCA avg	\$	0.06420
		101 - 300 kwh	\$	0.07170			
		301 - 800 kwh	\$	0.06650			
		801+ kwh	\$	0.05770			

Kwh	Electric Base	Electric Kwh usage	Fuel Adjustment	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion
500	\$ 10.95	\$ 36.60	\$ 32.10	\$ 3.44	\$ 2.31	\$ -	\$ 85.40
1000	\$ 10.95	\$ 68.09	\$ 64.20	\$ 6.61	\$ 4.62	\$ -	\$ 154.47
1500	\$ 10.95	\$ 96.94	\$ 96.30	\$ 9.66	\$ 6.93	\$ -	\$ 220.78
2000	\$ 10.95	\$ 125.79	\$ 128.40	\$ 12.71	\$ 9.24	\$ -	\$ 287.09
2500	\$ 10.95	\$ 154.64	\$ 160.50	\$ 15.76	\$ 9.24	\$ 1.52	\$ 351.09
3000	\$ 10.95	\$ 183.49	\$ 192.60	\$ 18.80	\$ 9.24	\$ 3.03	\$ 415.08
3500	\$ 10.95	\$ 212.34	\$ 224.70	\$ 21.85	\$ 9.24	\$ 4.55	\$ 479.08
4000	\$ 10.95	\$ 241.19	\$ 256.80	\$ 24.90	\$ 9.24	\$ 6.06	\$ 543.08
4500	\$ 10.95	\$ 270.04	\$ 288.90	\$ 27.95	\$ 9.24	\$ 7.58	\$ 607.08
5000	\$ 10.95	\$ 298.89	\$ 321.00	\$ 30.99	\$ 9.24	\$ 9.09	\$ 671.07

FY1617	Proposed Rates:	0 - 100 kwh	\$	0.07440	PCA avg	\$	0.06420
		101 - 800 kwh	\$	0.06940			
		801+ kwh	\$	0.05440			

Kwh	Electric Base	Electric Kwh usage	Purchase Pwr Cost Adj	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion	Increase
500	\$ 12.50	\$ 35.20	\$ 32.10	\$ 3.37	\$ 2.31	\$ -	\$ 85.48	\$ 0.08
1000	\$ 12.50	\$ 66.90	\$ 64.20	\$ 6.56	\$ 4.62	\$ -	\$ 154.78	\$ 0.30
1500	\$ 12.50	\$ 94.10	\$ 96.30	\$ 9.52	\$ 6.93	\$ -	\$ 219.35	\$ (1.43)
2000	\$ 12.50	\$ 121.30	\$ 128.40	\$ 12.49	\$ 9.24	\$ -	\$ 283.93	\$ (3.16)
2500	\$ 12.50	\$ 148.50	\$ 160.50	\$ 15.45	\$ 9.24	\$ 1.52	\$ 346.19	\$ (4.90)
3000	\$ 12.50	\$ 175.70	\$ 192.60	\$ 18.42	\$ 9.24	\$ 3.03	\$ 408.46	\$ (6.63)
3500	\$ 12.50	\$ 202.90	\$ 224.70	\$ 21.38	\$ 9.24	\$ 4.55	\$ 470.72	\$ (8.36)
4000	\$ 12.50	\$ 230.10	\$ 256.80	\$ 24.35	\$ 9.24	\$ 6.06	\$ 532.99	\$ (10.09)
4500	\$ 12.50	\$ 257.30	\$ 288.90	\$ 27.31	\$ 9.24	\$ 7.58	\$ 595.25	\$ (11.83)
5000	\$ 12.50	\$ 284.50	\$ 321.00	\$ 30.28	\$ 9.24	\$ 9.09	\$ 657.52	\$ (13.56)

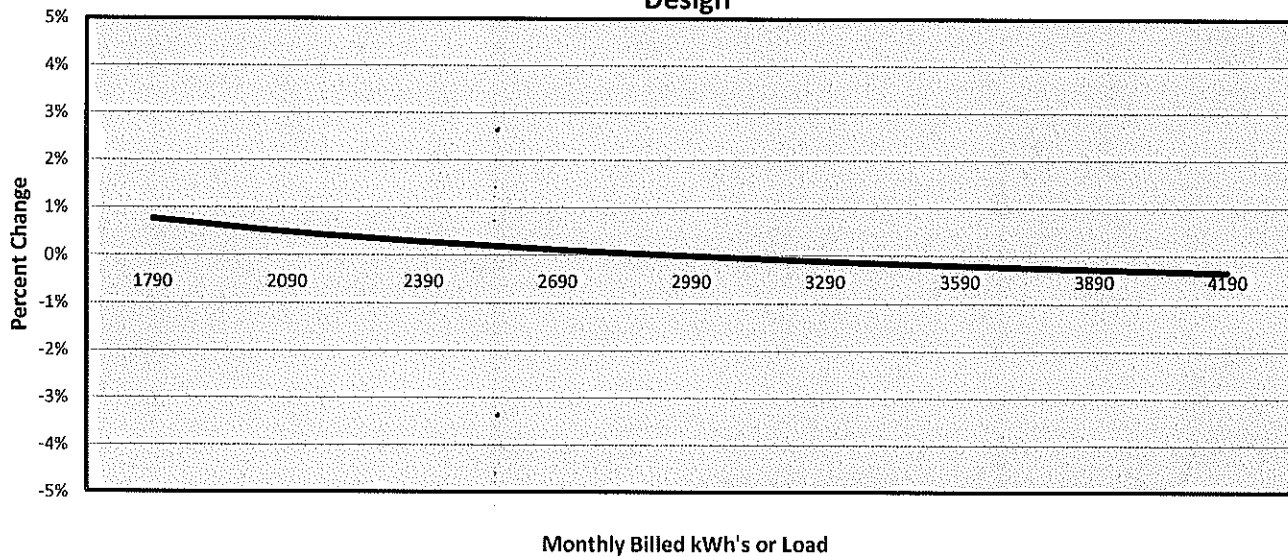
City of Mascoutah, IL
Commercial and Small Power
2016 Proposed Rate Design

Prepared by:



Current Rates		2016 Proposed Rate Design		Cost of Service Rates	
Monthly Customer Charge:		Monthly Customer Charge:		Monthly Customer Charge:	
Minimum Charge	\$ 10.95	Minimum Charge	\$ 17.00	Minimum Charge	\$ 42.56
Energy Charge:		Energy Charge:		Energy Charge:	
Block 1 (0 - 1800 kWh)	\$ 0.0787	Block 1 (0 - 4500 kWh)	\$ 0.0764	All Energy	\$ 0.1415
Block 2 (1801 - 4500 kWh)	\$ 0.0782				
Block 3 (4501 - 18000 kWh)	\$ 0.0705	Block 2 (4501 - Excess kWh)	\$ 0.0694		
Block 4 (18000 - Excess kWh)	\$ 0.0666				
PCA and Other Charge:		PCA and Other Charge:			
Transformer Charge (- kW)	\$ 1.00	Transformer Charge (- kW)	\$ 1.00		
PCA (- All kWh)	\$ 0.0641	PCA (- All kWh)	\$ 0.0641		
Revenues from Current Rates	\$ 1,422,331	Revenues from Proposed Rates	\$ 1,422,331		
		Percentage Change from Current	0.00%		

Customer Bill Impacts for Commercial and Small Power 2016 Proposed Rate Design



Commercial and Small Power Annual Bill Comparison				
Usage (kWh)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
1790	\$ 266.65	\$ 268.67	\$ 2.02	0.76%
2090	\$ 309.36	\$ 310.84	\$ 1.49	0.48%
2390	\$ 352.06	\$ 353.02	\$ 0.96	0.27%
2690	\$ 394.77	\$ 395.20	\$ 0.44	0.11%
2990	\$ 437.47	\$ 437.38	\$ (0.09)	-0.02%
3290	\$ 480.17	\$ 479.56	\$ (0.62)	-0.13%
3590	\$ 522.88	\$ 521.74	\$ (1.14)	-0.22%
3890	\$ 565.58	\$ 563.92	\$ (1.67)	-0.29%
4190	\$ 608.29	\$ 606.09	\$ (2.19)	-0.36%

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ELECTRICAL - COMMERCIAL / SMALL POWER (Sec. 11-1-1 (b))

FY1516 Current Rates:		0 - 1800 kwh	\$	0.07870	PCA avg	\$	0.06420
		1801 - 4500 kwh	\$	0.07820			
		4501 - 18000 kwh	\$	0.07050			
		18000+ kwh	\$	0.06660			
Kwh	Electric Base	Electric Kwh usage	Fuel Adjustment	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion
1000	\$ 10.95	\$ 78.70	\$ 64.20	\$ 7.15	\$ 4.62	\$ -	\$ 165.62
1800	\$ 10.95	\$ 141.66	\$ 115.56	\$ 12.86	\$ 8.32	\$ -	\$ 289.35
2000	\$ 10.95	\$ 157.30	\$ 128.40	\$ 14.29	\$ 9.24	\$ -	\$ 320.18
3000	\$ 10.95	\$ 235.50	\$ 192.60	\$ 21.41	\$ 9.24	\$ 3.03	\$ 469.70
4500	\$ 10.95	\$ 352.80	\$ 288.90	\$ 32.09	\$ 9.24	\$ 7.58	\$ 693.98
6000	\$ 10.95	\$ 458.55	\$ 385.20	\$ 42.19	\$ 9.24	\$ 12.12	\$ 906.13
8000	\$ 10.95	\$ 599.55	\$ 513.60	\$ 55.66	\$ 9.24	\$ 18.18	\$ 1,189.00
10000	\$ 10.95	\$ 740.55	\$ 642.00	\$ 69.13	\$ 9.24	\$ 24.24	\$ 1,471.87
15000	\$ 10.95	\$ 1,093.05	\$ 963.00	\$ 102.80	\$ 9.24	\$ 39.39	\$ 2,179.04
18000	\$ 10.95	\$ 1,304.55	\$ 1,155.60	\$ 123.01	\$ 9.24	\$ 48.48	\$ 2,603.35
20000	\$ 10.95	\$ 1,437.75	\$ 1,284.00	\$ 136.09	\$ 9.24	\$ 54.54	\$ 2,878.03
25000	\$ 10.95	\$ 1,770.75	\$ 1,605.00	\$ 168.79	\$ 9.24	\$ 69.69	\$ 3,564.73
30000	\$ 10.95	\$ 2,103.75	\$ 1,926.00	\$ 201.49	\$ 9.24	\$ 84.84	\$ 4,251.43

FY1617 Proposed Rates:		0 - 4500 kwh	\$	0.07640	PCA avg	\$	0.06420
		4501+ kwh	\$	0.06940			
Kwh	Electric Base	Electric Kwh usage	Purchase Pwr Cost Adj	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion Increase
1000	\$ 17.00	\$ 76.40	\$ 64.20	\$ 7.03	\$ 4.62	\$ -	\$ 169.25 \$ 3.63
1800	\$ 17.00	\$ 137.52	\$ 115.56	\$ 12.65	\$ 8.32	\$ -	\$ 291.05 \$ 1.70
2000	\$ 17.00	\$ 152.80	\$ 128.40	\$ 14.06	\$ 9.24	\$ -	\$ 321.50 \$ 1.32
3000	\$ 17.00	\$ 229.20	\$ 192.60	\$ 21.09	\$ 9.24	\$ 3.03	\$ 469.13 \$ (0.56)
4500	\$ 17.00	\$ 343.80	\$ 288.90	\$ 31.64	\$ 9.24	\$ 7.58	\$ 690.58 \$ (3.40)
6000	\$ 17.00	\$ 447.90	\$ 385.20	\$ 41.66	\$ 9.24	\$ 12.12	\$ 901.00 \$ (5.13)
8000	\$ 17.00	\$ 586.70	\$ 513.60	\$ 55.02	\$ 9.24	\$ 18.18	\$ 1,181.56 \$ (7.44)
10000	\$ 17.00	\$ 725.50	\$ 642.00	\$ 68.38	\$ 9.24	\$ 24.24	\$ 1,462.12 \$ (9.75)
15000	\$ 17.00	\$ 1,072.50	\$ 963.00	\$ 101.78	\$ 9.24	\$ 39.39	\$ 2,163.52 \$ (15.53)
18000	\$ 17.00	\$ 1,280.70	\$ 1,155.60	\$ 121.82	\$ 9.24	\$ 48.48	\$ 2,584.36 \$ (18.99)
20000	\$ 17.00	\$ 1,419.50	\$ 1,284.00	\$ 135.18	\$ 9.24	\$ 54.54	\$ 2,864.92 \$ (13.11)
25000	\$ 17.00	\$ 1,766.50	\$ 1,605.00	\$ 168.58	\$ 9.24	\$ 69.69	\$ 3,566.32 \$ 1.59
30000	\$ 17.00	\$ 2,113.50	\$ 1,926.00	\$ 201.98	\$ 9.24	\$ 84.84	\$ 4,267.72 \$ 16.29

City of Mascoutah, IL

Large Power (<30,000 kWh)

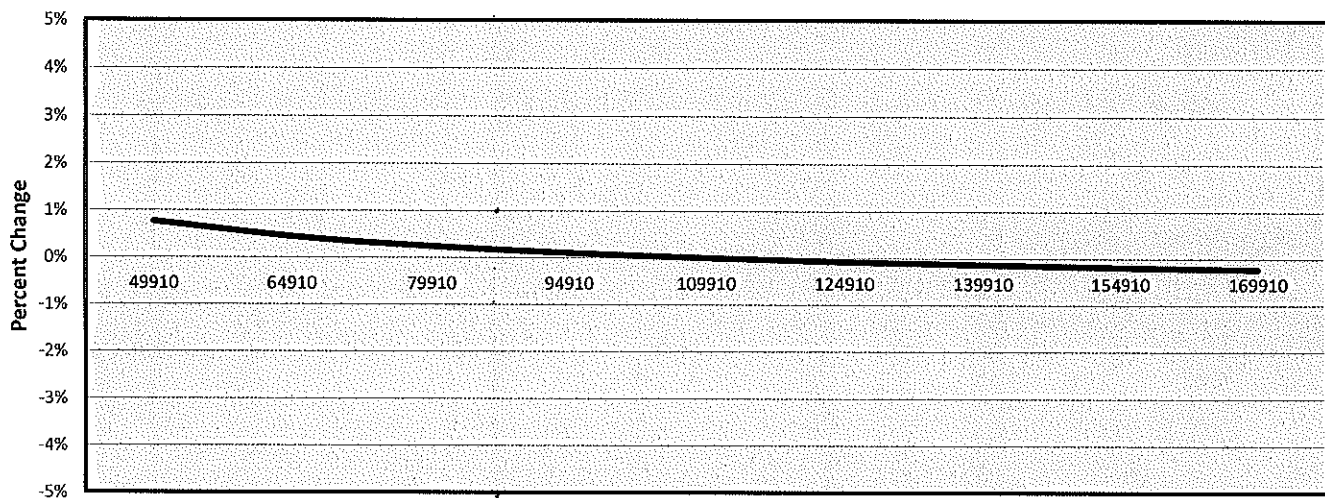
2016 Proposed Rate Design

Prepared by:



Current Rates	2016 Proposed Rate Design	Cost of Service Rates
Monthly Customer Charge:	Monthly Customer Charge:	Monthly Customer Charge:
Minimum Charge \$ 10.95	Minimum Charge \$ 130.00	Minimum Charge \$ 133.87
Energy Charge:	Energy Charge:	Energy Charge:
Block 1 (0 - 1800 kWh) \$ 0.0796	Block 1 (0 - 4500 kWh) \$ 0.0755	All Energy \$ 0.14380
Block 2 (1801 - 4500 kWh) \$ 0.0779		
Block 3 (4501 - 18000 kWh) \$ 0.0701	Block 2 (4501 - Excess kWh) \$ 0.0681	
Block 4 (18000 - Excess kWh) \$ 0.0690		
PCA and Other Charge:		
Transformer Charge (- kW) \$ 1.00	Transformer Charge (- kW) \$ 1.00	
PCA (- All kWh) \$ 0.0641	PCA (- All kWh) \$ 0.0641	
Revenues from Current Rates \$ 176,440	Revenues from Proposed Rates \$ 176,440	
	Percentage Change from Current 0.0000%	

Customer Bill Impacts for Large Power (<30,000 kWh) 2016 Proposed Rate Design



Monthly Billed kWh's or Load

Large Power (<30,000 kWh) Annual Bill Comparison				
Usage (kWh)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
49910	\$ 6,714.32	\$ 6,765.74	\$ 51.42	0.77%
64910	\$ 8,711.54	\$ 8,750.11	\$ 38.57	0.44%
79910	\$ 10,708.76	\$ 10,734.47	\$ 25.71	0.24%
94910	\$ 12,705.98	\$ 12,718.83	\$ 12.86	0.10%
109910	\$ 14,703.20	\$ 14,703.20	\$ 0.00	0.00%
124910	\$ 16,700.41	\$ 16,687.56	\$ (12.85)	-0.08%
139910	\$ 18,697.63	\$ 18,671.92	\$ (25.71)	-0.14%
154910	\$ 20,694.85	\$ 20,656.29	\$ (38.57)	-0.19%
169910	\$ 22,692.07	\$ 22,640.65	\$ (51.42)	-0.23%

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ELECTRICAL - LARGE POWER (Sec. 11-1-1 (c))

FY1516 Current Rates:		0 - 1800 kwh	\$	0.07960	PCA avg	\$	0.06420
		1801 - 4500 kwh	\$	0.07790			
		4501 - 18000 kwh	\$	0.07010			
		18000+ kwh	\$	0.69000			
Kwh	Electric Base	Electric Kwh usage	Fuel Adjustment	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion
1000	\$ 10.95	\$	79.60	\$ 64.20	\$ 7.19	\$ 4.62	\$ 166.56
1800	\$ 10.95	\$	143.28	\$ 115.56	\$ 12.94	\$ 8.32	\$ 291.05
2000	\$ 10.95	\$	158.86	\$ 128.40	\$ 14.36	\$ 9.24	\$ 321.81
3000	\$ 10.95	\$	236.76	\$ 192.60	\$ 21.47	\$ 9.24	\$ 471.02
4500	\$ 10.95	\$	353.61	\$ 288.90	\$ 32.13	\$ 9.24	\$ 694.83
6000	\$ 10.95	\$	458.76	\$ 385.20	\$ 42.20	\$ 9.24	\$ 906.35
8000	\$ 10.95	\$	598.96	\$ 513.60	\$ 55.63	\$ 9.24	\$ 1,188.38
10000	\$ 10.95	\$	739.16	\$ 642.00	\$ 69.06	\$ 9.24	\$ 1,470.41
15000	\$ 10.95	\$	1,089.66	\$ 963.00	\$ 102.63	\$ 9.24	\$ 2,175.48
18000	\$ 10.95	\$	1,299.96	\$ 1,155.60	\$ 122.78	\$ 9.24	\$ 2,598.53
20000	\$ 10.95	\$	2,679.96	\$ 1,284.00	\$ 198.20	\$ 9.24	\$ 4,182.35
25000	\$ 10.95	\$	6,129.96	\$ 1,605.00	\$ 386.75	\$ 9.24	\$ 8,141.90
30000	\$ 10.95	\$	9,579.96	\$ 1,926.00	\$ 575.30	\$ 9.24	\$ 12,101.45

FY1617 Proposed Rates:		0 - 4500 kwh	\$	0.07550	PCA avg	\$	0.06420
		4501+ kwh	\$	0.06810			
Kwh	Electric Base	Electric Kwh usage	Purchase Pwr Cost Adj	State of IL Util Tax 5%	Municipal Util Tax 1st 2000 Kwh	Municipal Util Tax Next 48000 Kwh	Total Elec Portion Increase
1000	\$ 130.00	\$	75.50	\$ 64.20	\$ 6.99	\$ 4.62	\$ 281.31 \$ 114.75
1800	\$ 130.00	\$	135.90	\$ 115.56	\$ 12.57	\$ 8.32	\$ 402.35 \$ 111.30
2000	\$ 130.00	\$	151.00	\$ 128.40	\$ 13.97	\$ 9.24	\$ 432.61 \$ 110.80
3000	\$ 130.00	\$	226.50	\$ 192.60	\$ 20.96	\$ 9.24	\$ 579.30 \$ 108.28
4500	\$ 130.00	\$	339.75	\$ 288.90	\$ 31.43	\$ 9.24	\$ 799.32 \$ 104.50
6000	\$ 130.00	\$	441.90	\$ 385.20	\$ 41.36	\$ 9.24	\$ 1,007.70 \$ 101.35
8000	\$ 130.00	\$	578.10	\$ 513.60	\$ 54.59	\$ 9.24	\$ 1,285.53 \$ 97.15
10000	\$ 130.00	\$	714.30	\$ 642.00	\$ 67.82	\$ 9.24	\$ 1,563.36 \$ 92.95
15000	\$ 130.00	\$	1,054.80	\$ 963.00	\$ 100.89	\$ 9.24	\$ 2,257.93 \$ 82.45
18000	\$ 130.00	\$	1,259.10	\$ 1,155.60	\$ 120.74	\$ 9.24	\$ 2,674.68 \$ 76.15
20000	\$ 130.00	\$	1,395.30	\$ 1,284.00	\$ 133.97	\$ 9.24	\$ 2,952.51 \$ (1,229.84)
25000	\$ 130.00	\$	1,735.80	\$ 1,605.00	\$ 167.04	\$ 9.24	\$ 3,647.08 \$ (4,494.82)
30000	\$ 130.00	\$	2,076.30	\$ 1,926.00	\$ 200.12	\$ 9.24	\$ 4,341.66 \$ (7,759.79)

City of Mascoutah, IL

Large Power (>30,000 kWh)

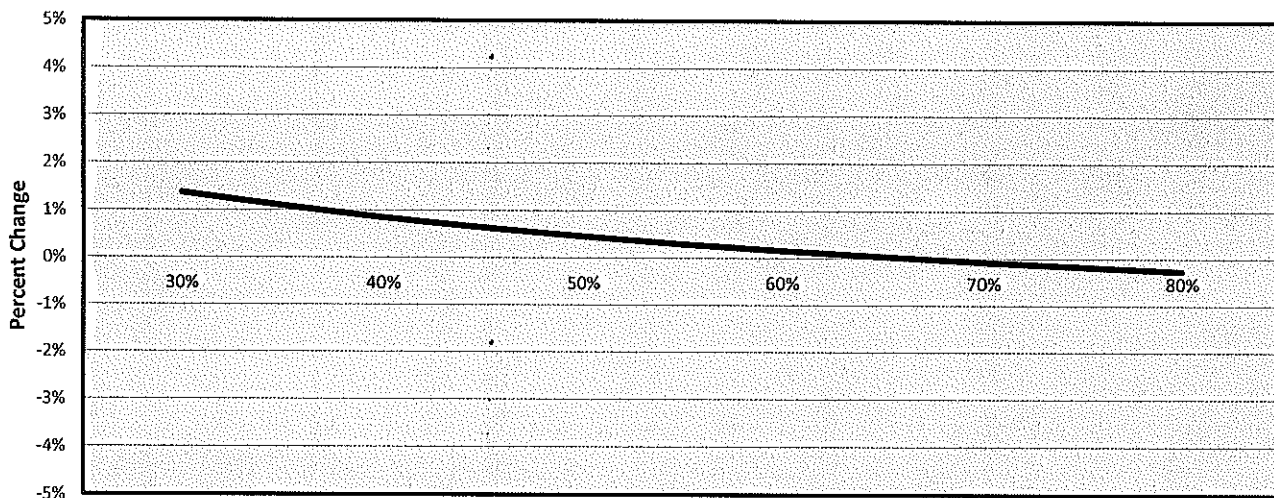
2016 Proposed Rate Design

Prepared by:



Current Rates		2016 Proposed Rate Design		Cost of Service Rates	
Monthly Customer Charge:		Monthly Customer Charge:		Monthly Customer Charge:	
All Customers	\$ 29.12	All Customers	\$ 130.00	All Customers	\$ 283.83
Energy Charge:		Energy Charge:		Energy Charge:	
Block 1 (0 - 200 kWh/KW)	\$ 0.0468	Block 1 (0 - 200 kWh/KW)	\$ 0.0415	All Energy	\$ 0.0506
Block 2 (201 - Excess kWh/KW)	\$ 0.0146	Block 2 (201 - Excess kWh/KW)	\$ 0.0130		
Demand Charge:		Demand Charge:		Demand Charge:	
All Demand (kW)	\$ 8.15	All Demand (kW)	\$ 9.15	All Demand	\$ 26.74
PCA Charge:		PCA Charge:		PCA Charge:	
PCA (- kWh)	\$ 0.0641	PCA (- kWh)	\$ 0.0641		
Revenues from Current Rates	\$ 856,015	Revenues from Proposed Rates	\$ 856,015		
		Percentage Change from Current	0.0000%		

Customer Bill Impacts for Large Power (>30,000 kWh) 2016 Proposed Rate Design



Monthly Billed kWh's or Load

Large Power (>30,000 kWh) Annual Bill Comparison				
Load Factor (%)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
10%	\$ 3,152.56	\$ 3,371.72	\$ 219.16	6.95%
20%	\$ 4,710.27	\$ 4,855.40	\$ 145.14	3.08%
30%	\$ 6,149.33	\$ 6,233.74	\$ 84.41	1.37%
40%	\$ 7,254.95	\$ 7,316.27	\$ 61.32	0.85%
50%	\$ 8,359.79	\$ 8,398.03	\$ 38.24	0.46%
60%	\$ 9,465.41	\$ 9,480.56	\$ 15.15	0.16%
70%	\$ 10,570.24	\$ 10,562.31	\$ (7.93)	-0.08%
80%	\$ 11,675.07	\$ 11,644.07	\$ (31.00)	-0.27%
90%	\$ 12,780.70	\$ 12,726.60	\$ (54.10)	-0.42%

Sample Customer A - Current Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	10161	0	0	0	\$ 29.12	\$ 5,134.50	\$ 7,337.82	\$ 12,762.96	\$ 25,264.40
3/30/2015	10482	224700	0.9	630	\$ 29.12	\$ 5,379.82	\$ 7,879.14	\$ 15,133.65	\$ 28,421.73
4/29/2015	10837	248500	0.943	660.1	\$ 29.12	\$ 4,826.43	\$ 7,411.21	\$ 16,089.92	\$ 28,356.68
5/29/2015	11189	246400	0.846	592.2	\$ 29.12	\$ 5,145.91	\$ 7,673.88	\$ 17,198.16	\$ 30,047.07
6/29/2015	11542	247100	0.902	631.4	\$ 29.12	\$ 7,091.32	\$ 9,466.60	\$ 18,522.00	\$ 35,109.04
7/29/2015	11920	264600	1.243	870.1	\$ 29.12	\$ 7,000.04	\$ 10,355.16	\$ 21,905.52	\$ 39,289.83
8/31/2015	12392	330400	1.227	858.9	\$ 29.12	\$ 6,252.68	\$ 8,947.01	\$ 17,589.04	\$ 32,817.85
9/29/2015	12784	274400	1.096	767.2	\$ 29.12	\$ 5,197.26	\$ 7,458.95	\$ 14,992.88	\$ 27,678.20
10/29/2015	13112	229600	0.911	637.7	\$ 29.12	\$ 4,244.52	\$ 6,634.57	\$ 14,605.50	\$ 25,513.71
12/1/2015	13433	224700	0.744	520.8	\$ 29.12	\$ 2,658.53	\$ 4,829.47	\$ 12,260.64	\$ 19,777.76
12/30/2015	13700	186900	0.466	326.2	\$ 29.12	\$ 4,261.64	\$ 6,341.50	\$ 12,405.33	\$ 23,037.58
2/1/2016	13991	203700	0.747	522.9	\$ 29.12	\$ 3,902.22	\$ 5,853.09	\$ 11,495.82	\$ 21,280.25
2/29/2016	14262	189700	0.684	478.8	\$ 349.44	\$ 40,830.69	\$ 59,070.82	\$ 119,201.25	\$ 219,306.59
Subtotal:					\$	\$	\$	\$	\$

Sample Customer A - Proposed Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	10161	0	0	0	\$ 130.00	\$ 5,764.50	\$ 6,512.10	\$ 12,762.96	\$ 25,169.56
3/30/2015	10482	224700	0.9	630	\$ 130.00	\$ 6,039.92	\$ 6,993.07	\$ 15,133.65	\$ 28,296.64
4/29/2015	10837	248500	0.943	660.1	\$ 130.00	\$ 5,418.63	\$ 6,578.74	\$ 16,089.92	\$ 28,217.29
5/29/2015	11189	246400	0.846	592.2	\$ 130.00	\$ 5,777.31	\$ 6,811.28	\$ 17,198.16	\$ 29,916.75
6/29/2015	11542	247100	0.902	631.4	\$ 130.00	\$ 7,961.42	\$ 8,399.37	\$ 18,522.00	\$ 35,012.79
7/29/2015	11920	264600	1.243	870.1	\$ 130.00	\$ 7,858.94	\$ 9,190.93	\$ 21,905.52	\$ 39,085.39
8/31/2015	12392	330400	1.227	858.9	\$ 130.00	\$ 7,019.88	\$ 7,940.24	\$ 17,589.04	\$ 32,679.16
9/29/2015	12784	274400	1.096	767.2	\$ 130.00	\$ 5,834.96	\$ 6,619.69	\$ 14,992.88	\$ 27,577.53
10/29/2015	13112	229600	0.911	637.7	\$ 130.00	\$ 4,765.32	\$ 5,889.66	\$ 14,605.50	\$ 25,390.48
12/1/2015	13433	224700	0.744	520.8	\$ 130.00	\$ 2,984.73	\$ 4,289.04	\$ 12,260.64	\$ 19,664.41
12/30/2015	13700	186900	0.466	326.2	\$ 130.00	\$ 4,784.54	\$ 5,628.63	\$ 12,405.33	\$ 22,948.50
2/1/2016	13991	203700	0.747	522.9	\$ 130.00	\$ 4,381.02	\$ 5,195.26	\$ 11,495.82	\$ 21,202.10
2/29/2016	14262	189700	0.684	478.8	\$ 1,560.00	\$ 45,840.59	\$ 52,425.73	\$ 119,201.25	\$ 218,377.57
Subtotal:					\$	\$	\$	\$	\$
									Increase / (Decrease)
									\$ (929.03)

Sample Customer B- Current Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	4582	0	0	0	\$ 29.12	\$ 1,470.26	\$ 2,218.82	\$ 4,112.32	\$ 7,830.52
3/30/2015	4763	72400	0.451	180.4	\$ 29.12	\$ 1,483.30	\$ 2,205.76	\$ 4,311.72	\$ 8,029.90
4/29/2015	4940	70800	0.455	182	\$ 29.12	\$ 1,603.92	\$ 2,376.99	\$ 4,962.80	\$ 8,972.83
5/29/2015	5130	76000	0.492	196.8	\$ 29.12	\$ 1,502.86	\$ 2,320.50	\$ 5,400.96	\$ 9,253.44
6/29/2015	5324	77600	0.461	184.4	\$ 29.12	\$ 1,636.52	\$ 2,297.63	\$ 4,816.00	\$ 8,779.27
7/29/2015	5496	68800	0.502	200.8	\$ 29.12	\$ 1,408.32	\$ 2,035.55	\$ 4,190.16	\$ 7,663.15
8/31/2015	5654	63200	0.432	172.8	\$ 29.12	\$ 1,581.10	\$ 2,096.16	\$ 3,717.80	\$ 7,424.18
9/29/2015	5799	58000	0.485	194	\$ 29.12	\$ 1,421.36	\$ 1,876.50	\$ 3,369.48	\$ 6,696.46
10/29/2015	5928	51600	0.436	174.4	\$ 29.12	\$ 1,395.28	\$ 1,832.53	\$ 3,250.00	\$ 6,506.93
12/1/2015	6053	50000	0.428	171.2	\$ 29.12	\$ 1,378.98	\$ 1,936.45	\$ 3,804.80	\$ 7,149.35
12/30/2015	6198	58000	0.423	169.2	\$ 29.12	\$ 1,219.24	\$ 1,839.42	\$ 3,654.00	\$ 6,741.78
2/1/2016	6348	60000	0.374	149.6	\$ 29.12	\$ 1,209.46	\$ 1,784.98	\$ 3,442.08	\$ 6,465.64
2/29/2016	6490	56800	0.371	148.4	\$ 349.44	\$ 10,686.28	\$ 15,551.41	\$ 31,511.76	\$ 57,953.29
Subtotal:					\$	\$	\$	\$	\$

Sample Customer B - Proposed Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	4582	0	0	0	\$ 130.00	\$ 1,650.66	\$ 1,969.48	\$ 4,112.32	\$ 7,862.46
3/30/2015	4763	72400	0.451	180.4	\$ 130.00	\$ 1,665.30	\$ 1,957.80	\$ 4,311.72	\$ 8,064.82
4/29/2015	4940	70800	0.455	182	\$ 130.00	\$ 1,800.72	\$ 2,109.76	\$ 4,962.80	\$ 9,003.28
5/29/2015	5130	76000	0.492	196.8	\$ 130.00	\$ 1,687.26	\$ 2,059.88	\$ 5,400.96	\$ 9,278.10
6/29/2015	5324	77600	0.461	184.4	\$ 130.00	\$ 1,837.32	\$ 2,038.96	\$ 4,816.00	\$ 8,822.28
7/29/2015	5496	68800	0.502	200.8	\$ 130.00	\$ 1,581.12	\$ 1,806.56	\$ 4,190.16	\$ 7,707.84
8/31/2015	5654	63200	0.432	172.8	\$ 130.00	\$ 1,775.10	\$ 1,859.80	\$ 3,717.80	\$ 7,482.70
9/29/2015	5799	58000	0.485	194	\$ 130.00	\$ 1,595.76	\$ 1,664.88	\$ 3,369.48	\$ 6,760.12
10/29/2015	5928	51600	0.436	174.4	\$ 130.00	\$ 1,566.48	\$ 1,625.84	\$ 3,250.00	\$ 6,572.32
12/1/2015	6053	50000	0.428	171.2	\$ 130.00	\$ 1,548.18	\$ 1,718.44	\$ 3,804.80	\$ 7,201.42
12/30/2015	6198	58000	0.423	169.2	\$ 130.00	\$ 1,368.84	\$ 1,632.72	\$ 3,654.00	\$ 6,785.56
2/1/2016	6348	60000	0.374	149.6	\$ 130.00	\$ 1,357.86	\$ 1,584.28	\$ 3,442.08	\$ 6,514.22
2/29/2016	6490	56800	0.371	148.4	\$ 1,560.00	\$ 11,997.48	\$ 13,802.24	\$ 31,511.76	\$ 58,221.48
Subtotal:					\$	\$	\$	\$	\$
									Increase / (Decrease)
									\$ 268.19

Sample Customer C - Current Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	12382	0	0	0	\$ 29.12	\$ 595.28	\$ 942.25	\$ 1,835.78	\$ 3,402.42
3/30/2015	12786	32320	0.913	73.04	\$ 29.12	\$ 552.90	\$ 995.19	\$ 2,328.82	\$ 3,906.03
4/29/2015	13264	38240	0.848	67.84	\$ 29.12	\$ 660.48	\$ 1,143.27	\$ 2,779.17	\$ 4,612.04
5/29/2015	13796	42560	1.013	81.04	\$ 29.12	\$ 704.16	\$ 1,271.23	\$ 3,407.62	\$ 5,412.13
6/29/2015	14408	48960	1.08	86.4	\$ 29.12	\$ 666.34	\$ 1,216.82	\$ 3,309.60	\$ 5,221.89
7/29/2015	14999	47280	1.022	81.76	\$ 29.12	\$ 728.94	\$ 1,324.68	\$ 3,399.86	\$ 5,482.60
8/31/2015	15640	51280	1.118	89.44	\$ 29.12	\$ 725.22	\$ 1,251.66	\$ 2,979.37	\$ 4,985.37
9/29/2015	16221	46480	1.1123	88.984	\$ 29.12	\$ 695.03	\$ 1,153.06	\$ 2,700.81	\$ 4,578.02
10/29/2015	16738	41360	1.066	85.28	\$ 29.12	\$ 552.24	\$ 1,023.88	\$ 2,615.60	\$ 4,220.84
12/1/2015	17241	40240	0.847	67.76	\$ 29.12	\$ 589.41	\$ 973.82	\$ 2,282.88	\$ 3,875.23
12/30/2015	17676	34800	0.904	72.32	\$ 29.12	\$ 584.19	\$ 1,079.49	\$ 2,577.29	\$ 4,270.09
2/1/2016	18205	42320	0.896	71.68	\$ 29.12	\$ 58.81	\$ 559.22	\$ 2,128.27	\$ 2,775.43
2/29/2016	18644	35120	0.0902	7.216	\$ 349.44	\$ 4,633.31	\$ 8,145.12	\$ 20,040.21	\$ 33,022.47
Subtotal:									

Sample Customer C - Proposed Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	12382	0	0	0	\$ 130.00	\$ 668.32	\$ 836.49	\$ 1,835.78	\$ 3,470.58
3/30/2015	12786	32320	0.913	73.04	\$ 130.00	\$ 620.74	\$ 883.81	\$ 2,328.82	\$ 3,963.36
4/29/2015	13264	38240	0.848	67.84	\$ 130.00	\$ 741.52	\$ 1,015.21	\$ 2,779.17	\$ 4,665.89
5/29/2015	13796	42560	1.013	81.04	\$ 130.00	\$ 790.56	\$ 1,128.96	\$ 3,407.62	\$ 5,457.14
6/29/2015	14408	48960	1.08	86.4	\$ 130.00	\$ 748.10	\$ 1,080.67	\$ 3,309.60	\$ 5,268.38
7/29/2015	14999	47280	1.022	81.76	\$ 130.00	\$ 818.38	\$ 1,176.45	\$ 3,399.86	\$ 5,524.69
8/31/2015	15640	51280	1.118	89.44	\$ 130.00	\$ 814.20	\$ 1,111.45	\$ 2,979.37	\$ 5,035.02
9/29/2015	16221	46480	1.1123	88.984	\$ 130.00	\$ 780.31	\$ 1,023.78	\$ 2,700.81	\$ 4,634.90
10/29/2015	16738	41360	1.066	85.28	\$ 130.00	\$ 620.00	\$ 909.35	\$ 2,615.60	\$ 4,274.96
12/1/2015	17241	40240	0.847	67.76	\$ 130.00	\$ 661.73	\$ 864.62	\$ 2,282.88	\$ 3,939.23
12/30/2015	17676	34800	0.904	72.32	\$ 130.00	\$ 655.87	\$ 958.74	\$ 2,577.29	\$ 4,321.90
2/1/2016	18205	42320	0.896	71.68	\$ 130.00	\$ 66.03	\$ 497.69	\$ 2,128.27	\$ 2,821.99
2/29/2016	18644	35120	0.0902	7.216	\$ 1,560.00	\$ 5,201.81	\$ 7,233.03	\$ 20,040.21	\$ 33,385.05
Subtotal:									
Increase / (Decrease)									\$ 362.58

Sample Customer D- Current Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	19213	0	0	0	\$ 29.12	\$ 856.73	\$ 1,425.08	\$ 2,910.43	\$ 5,221.36
3/30/2015	19640	51240	0.876	105.12	\$ 29.12	\$ 803.92	\$ 1,395.61	\$ 3,171.67	\$ 5,400.32
4/29/2015	20074	52080	0.822	98.64	\$ 29.12	\$ 1,069.93	\$ 1,709.18	\$ 3,863.15	\$ 6,671.38
5/29/2015	20567	59160	1.094	131.28	\$ 29.12	\$ 973.11	\$ 1,774.58	\$ 4,794.05	\$ 7,570.86
6/29/2015	21141	68880	0.995	119.4	\$ 29.12	\$ 1,016.14	\$ 1,820.85	\$ 4,880.40	\$ 7,746.51
7/29/2015	21722	69720	1.039	124.68	\$ 29.12	\$ 1,223.48	\$ 2,152.88	\$ 5,386.21	\$ 8,791.69
8/31/2015	22399	81240	1.251	150.12	\$ 29.12	\$ 1,050.37	\$ 1,833.88	\$ 4,407.52	\$ 7,320.89
9/29/2015	22972	68760	1.074	128.88	\$ 29.12	\$ 983.87	\$ 1,702.49	\$ 4,137.41	\$ 6,852.89
10/29/2015	23500	63360	1.006	120.72	\$ 29.12	\$ 1,017.12	\$ 1,940.76	\$ 5,062.20	\$ 8,049.20
12/1/2015	24149	77880	1.04	124.8	\$ 29.12	\$ 1,067.00	\$ 1,894.32	\$ 4,723.20	\$ 7,713.64
12/30/2015	24749	72000	1.091	130.92	\$ 29.12	\$ 1,321.28	\$ 2,333.52	\$ 5,378.69	\$ 9,062.61
2/1/2016	25485	88320	1.351	162.12	\$ 29.12	\$ 1,306.61	\$ 2,318.43	\$ 5,337.65	\$ 8,991.80
2/29/2016	26219	88080	1.336	160.32	\$ 29.12	\$ 1,306.61	\$ 2,318.43	\$ 5,337.65	\$ 8,991.80
Subtotal:					\$ 349.44	\$ 6,993.68	\$ 12,112.06	\$ 29,413.43	\$ 48,723.01

Sample Customer D - Proposed Rates

Date	Reading	Usage	Demand	Usage	Base Fee	Demand	Usage	Fuel Adj.	Billed Amount
3/2/2015	19213	0	0	0	\$ 130.00	\$ 961.85	\$ 1,265.30	\$ 2,910.43	\$ 5,267.58
3/30/2015	19640	51240	0.876	105.12	\$ 130.00	\$ 902.56	\$ 1,239.29	\$ 3,171.67	\$ 5,443.52
4/29/2015	20074	52080	0.822	98.64	\$ 130.00	\$ 1,201.21	\$ 1,517.38	\$ 3,863.15	\$ 6,711.74
5/29/2015	20567	59160	1.094	131.28	\$ 130.00	\$ 1,092.51	\$ 1,576.02	\$ 4,794.05	\$ 7,592.58
6/29/2015	21141	68880	0.995	119.4	\$ 130.00	\$ 1,140.82	\$ 1,617.04	\$ 4,880.40	\$ 7,768.26
7/29/2015	21722	69720	1.039	124.68	\$ 130.00	\$ 1,373.60	\$ 1,911.80	\$ 5,386.21	\$ 8,801.61
8/31/2015	22399	81240	1.251	150.12	\$ 130.00	\$ 1,179.25	\$ 1,628.50	\$ 4,407.52	\$ 7,345.26
9/29/2015	22972	68760	1.074	128.88	\$ 130.00	\$ 1,104.59	\$ 1,511.78	\$ 4,137.41	\$ 6,883.78
10/29/2015	23500	63360	1.006	120.72	\$ 130.00	\$ 1,141.92	\$ 1,723.80	\$ 5,062.20	\$ 8,057.92
12/1/2015	24149	77880	1.04	124.8	\$ 130.00	\$ 1,197.92	\$ 1,682.24	\$ 4,723.20	\$ 7,733.36
12/30/2015	24749	72000	1.091	130.92	\$ 130.00	\$ 1,483.40	\$ 2,072.24	\$ 5,378.69	\$ 9,064.33
2/1/2016	25485	88320	1.351	162.12	\$ 130.00	\$ 1,466.93	\$ 2,058.86	\$ 5,337.65	\$ 8,993.44
2/29/2016	26219	88080	1.336	160.32	\$ 130.00	\$ 1,466.93	\$ 2,058.86	\$ 5,337.65	\$ 8,993.44
Subtotal:					\$ 1,560.00	\$ 7,851.80	\$ 10,755.32	\$ 29,413.43	\$ 48,930.55
									Increase / (Decrease) \$ 207.54

City of Mascoutah, IL

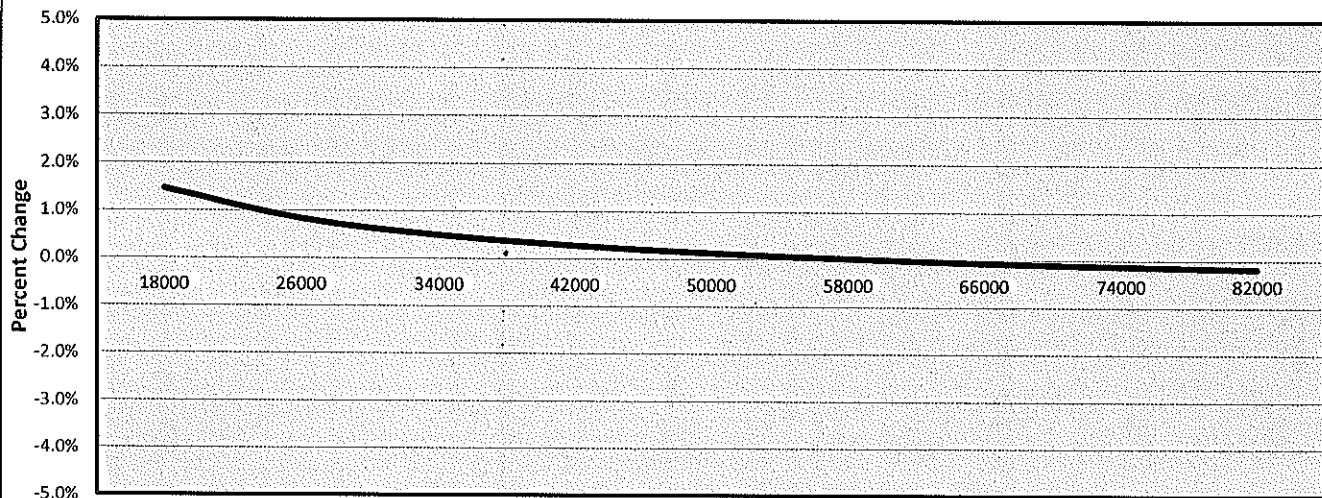
Miscellaneous Municipal Electric Service
2016 Proposed Rate Design

Prepared by:



Current Rates		2016 Proposed Rate Design		Cost of Service Rates	
Monthly Customer Charge:		Monthly Customer Charge:		Monthly Customer Charge:	
All Customers	\$ -	All Customers	\$ 50.00	All Customers	\$ 133.87
Energy Charge:		Energy Charge:		Energy Charge:	
Block 1 (0 - 5000 kWh)	\$ 0.0764	Block 1 (0 - 5000 kWh)	\$ 0.0756	All Energy	\$ 0.1465
Block 2 (5001 - 25000 kWh)	\$ 0.0657	Block 2 (5001 - 25000 kWh)	\$ 0.0649		
Block 3 (25001 - Excess kWh)	\$ 0.0578	Block 3 (25001 - Excess kWh)	\$ 0.0570		
PCA Charge:		PCA Charge:			
PCA (- kWh)	\$ 0.0641	PCA (- kWh)	\$ 0.0641		
Revenues from Current Rates	\$ 186,897	Revenues from Proposed Rates	\$ 186,897		
		Percentage Change from Current	0.00%		

Customer Bill Impacts for Miscellaneous Municipal Electric Service 2016 Proposed Rate Design



Monthly Billed kWh's or Load

Misc Municipal Annual Bill Comparison				
Usage (kWh)	Current Bill (\$)	Proposed Bill (\$)	Dollar Change (\$)	Percent Change (%)
18000	\$ 2,390.76	\$ 2,425.70	\$ 34.94	1.46%
26000	\$ 3,421.65	\$ 3,449.89	\$ 28.25	0.83%
34000	\$ 4,397.23	\$ 4,418.79	\$ 21.56	0.49%
42000	\$ 5,372.81	\$ 5,387.68	\$ 14.86	0.28%
50000	\$ 6,348.40	\$ 6,356.57	\$ 8.17	0.13%
58000	\$ 7,323.98	\$ 7,325.46	\$ 1.48	0.02%
66000	\$ 8,299.56	\$ 8,294.35	\$ (5.21)	-0.06%
74000	\$ 9,275.14	\$ 9,263.24	\$ (11.91)	-0.13%
82000	\$ 10,250.73	\$ 10,232.13	\$ (18.60)	-0.18%

ELECTRICAL MUNICIPAL (Sec. 11-1-1(e))

FY1516 Current Rates: 0 - 5000 kwh \$ 0.07640 PCA avg \$ 0.06420
 5001 - 25000 kwh \$ 0.06570
 25001+ kwh \$ 0.05780

kwh	Electric Base	Electric Kwh usage	Fuel Adjustment	State of IL Util Tax 5%	Municipal			Total Elec Portion
					Util Tax 1st 2000 Kwh	Util Tax Next 48000 Kwh	Util Tax	
500	\$	-	\$ 38.20	\$ 32.10	\$ 3.52	\$ 2.31	\$	\$ 76.13
1000	\$	-	\$ 76.40	\$ 64.20	\$ 7.03	\$ 4.62	\$	\$ 152.25
2000	\$	-	\$ 152.80	\$ 128.40	\$ 14.06	\$ 9.24	\$	\$ 304.50
2500	\$	-	\$ 191.00	\$ 160.50	\$ 17.58	\$ 11.55	\$	\$ 380.63
4000	\$	-	\$ 305.60	\$ 256.80	\$ 28.12	\$ 9.24	\$ 6.06	\$ 599.76
5000	\$	-	\$ 382.00	\$ 321.00	\$ 35.15	\$ 9.24	\$ 9.09	\$ 747.39
8000	\$	-	\$ 579.10	\$ 513.60	\$ 54.64	\$ 9.24	\$ 18.18	\$ 1,156.58
10000	\$	-	\$ 710.50	\$ 642.00	\$ 67.63	\$ 9.24	\$ 24.24	\$ 1,429.37
15000	\$	-	\$ 1,039.00	\$ 963.00	\$ 100.10	\$ 9.24	\$ 39.39	\$ 2,111.34
20000	\$	-	\$ 1,367.50	\$ 1,284.00	\$ 132.58	\$ 9.24	\$ 54.54	\$ 2,793.32
25000	\$	-	\$ 1,696.00	\$ 1,605.00	\$ 165.05	\$ 9.24	\$ 69.69	\$ 3,475.29
30000	\$	-	\$ 1,985.00	\$ 1,926.00	\$ 195.55	\$ 9.24	\$ 84.84	\$ 4,115.79

FY1617 Proposed Rates:

0 - 5000 kwh \$ 0.07560 PCA avg \$ 0.06420
 5001 - 25000 kwh \$ 0.06490
 25001+ kwh \$ 0.05700

kwh	Electric Base	Electric Kwh usage	Purchase Pwr Cost Adj	State of IL Util Tax 5%	Municipal			Total Elec Portion	Increase
					Util Tax 1st 2000 Kwh	Util Tax Next 48000 Kwh	Util Tax		
500	\$	50.00	\$ 37.80	\$ 32.10	\$ 3.50	\$ 2.31	\$	\$ 125.71	\$ 49.58
1000	\$	50.00	\$ 75.60	\$ 64.20	\$ 6.99	\$ 4.62	\$	\$ 201.41	\$ 49.16
2000	\$	50.00	\$ 151.20	\$ 128.40	\$ 13.98	\$ 9.24	\$	\$ 352.82	\$ 48.32
2500	\$	50.00	\$ 189.00	\$ 160.50	\$ 17.48	\$ 11.55	\$	\$ 428.53	\$ 47.90
4000	\$	50.00	\$ 302.40	\$ 256.80	\$ 27.96	\$ 9.24	\$ 6.06	\$ 646.40	\$ 46.64
5000	\$	50.00	\$ 378.00	\$ 321.00	\$ 34.95	\$ 9.24	\$ 9.09	\$ 793.19	\$ 45.80
8000	\$	50.00	\$ 572.70	\$ 513.60	\$ 54.32	\$ 9.24	\$ 18.18	\$ 1,199.86	\$ 43.28
10000	\$	50.00	\$ 702.50	\$ 642.00	\$ 67.23	\$ 9.24	\$ 24.24	\$ 1,470.97	\$ 41.60
15000	\$	50.00	\$ 1,027.00	\$ 963.00	\$ 99.50	\$ 9.24	\$ 39.39	\$ 2,148.74	\$ 37.40
20000	\$	50.00	\$ 1,351.50	\$ 1,284.00	\$ 131.78	\$ 9.24	\$ 54.54	\$ 2,826.52	\$ 33.20
25000	\$	50.00	\$ 1,676.00	\$ 1,605.00	\$ 164.05	\$ 9.24	\$ 69.69	\$ 3,504.29	\$ 29.00
30000	\$	50.00	\$ 1,961.00	\$ 1,926.00	\$ 194.35	\$ 9.24	\$ 84.84	\$ 4,140.59	\$ 24.80

ORDINANCE NO. 16-__

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1, GENERAL REGULATIONS
SECTION 1 OF THE CITY OF MASCOUTAH, ILLINOIS.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, IN
ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Amending CHAPTER 11, ELECTRIC SYSTEM, ARTICLE 1,
GENERAL REGULATIONS, SECTION 1, to amend the ELECTRIC RATES as attached.

SECTION 2: This ordinance shall be in full force and effect May 1, 2016, after passage,
approval and publication as required by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St.
Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman
_____, adopted on the following roll call vote on the 18th day of April, 2016, and deposited
and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Benjamin Grodeon	_____	_____	_____
Paul Schorr	_____	_____	_____
John Weyant	_____	_____	_____
Pat McMahan	_____	_____	_____
Gerald Daugherty	_____	_____	_____

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 18th
day of April, 2016.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment B

ELECTRIC SYSTEM
ARTICLE I. GENERAL REGULATIONS

Sec. 11-1-1. Classification of uses.

The following classification of electric service, at the rates and on the qualifications, conditions and terms as respectfully set forth be and hereby are established for the sale of electric energy, by the municipal electric utility, to customers located within the corporate limits or adjacent to the distribution lines of the municipal electric utility.

(a) *Residential rate—Rate 1.* The gross charges shall equal the sum of the charges below.

(1) Facilities Charge ~~\$8.32~~ **\$9.50** per month in FY ~~15-16~~**16-17**.

(2) ~~Energy~~**Customer** Charge For all KW-HR – ~~6.78~~ **6.64** cents per KW-HR in FY ~~15-16~~**16-17**.

The minimum monthly bill shall be the facilities charge. This rate is applicable to residences and for those purposes that are predominantly domestic.

(b) *Commercial and small power rate—Rate 2.*

~~First 1,800 KW hrs. used per month—7.87 cents per KW hr. in FY 15-16.~~

~~Next 2,700 KW hrs. used per month—7.82 cents per KW hr. in FY 15-16.~~

~~Next 13,500 KW hrs. used per month—7.05 cents per KW hr. in FY 15-16.~~

~~Over 18,000 KW hrs. used per month—6.66 cents per KW hr. in FY 15-16.~~

First 4,500 KW hrs. used per month – 7.64 cents per KW hr. in FY 16-17.

Over 4,500 KW hrs. used per month – 6.94 cents per KW hr. in FY 16-17.

The ~~customer minimum~~ charge shall be ~~\$1.00 per kilowatt for each kilowatt of distribution capacity or \$10.95~~ **\$17.00** per month, ~~whichever is less.~~ This rate is applicable to stores, shops, garages, depots, public halls, hospitals, mills, factories, pool rooms, taverns, soft drink parlors and other places of business, public resort or amusement.

Transformer charge. If the city owns and operates transformers to convert the voltage from the main supply line to the voltage required by the customer, the customer shall be billed a charge of \$1.00 per KW for each KW of distribution capacity for each billing period.

(c) *Large power rate—Rate 3.*

~~First 1,800 KW hrs. used per month—7.96 cents per KW hr. in FY 15-16.~~

~~Next 2,700 KW hrs. used per month—7.79 cents per KW hr. in FY 15-16.~~

~~Next 13,500 KW hrs. used per month—7.01 cents per KW hr. in FY 15-16.~~

~~Over 18,000 KW hrs. used per month—6.90 cents per KW hr. in FY 15-16.~~

*First 4,500 KW hrs. used per month – 7.55 cents per KW hr. in FY 16-17.
Over 4,500 KW hrs. used per month – 6.81 cents per KW hr. in FY 16-17.*

The *customer* ~~minimum monthly charge shall be \$10.95~~ **\$17.00** per month ~~or \$1.25 per~~
~~connected horsepower of motor load, per month, whichever is the greater amount.~~

Rate 3 shall apply to all customers having a monthly demand of 75 kilowatts or greater with a non-lighting or heat load of more than 25 percent of the total demand, and to customers presently being served under a contract which provides for billing under this rate.

Transformer charge. If the city owns and operates transformers to convert the voltage from the main supply line to the voltage required by the customer, the customer shall be billed a charge of \$1.00 per KW for each KW of distribution capacity for each billing period.

Larger power rate: Rate 3a. For commercial customers with at least 30,000 KWH/ month.

- First 200 KWH per KW of billing demand— ~~\$.0468~~ **\$.0415** per KWH in FY ~~15-16~~ **16-17**.
- Over 200 KWH per KW of billing demand— ~~\$.0146~~ **\$.0130** per KWH in FY ~~15-16~~ **16-17**.
- Customer charge—~~\$29.12~~ **\$130.00** in FY ~~15-16~~ **16-17**.
- Demand charge per KW—~~\$8.15~~ **\$9.15** in FY ~~15-16~~ **16-17**

~~Minimum charge shall be \$1.00 per KW for each KW of distribution capacity or \$29.12 per month in FY 15-16, whichever is less.~~

(d) *Residential and Commercial Space heating—Rate 4.*

~~First 100 KW hrs. used per month—8.96 cents per KW hr. in FY 15-16.
Next 200 KW hrs. used per month—7.17 cents per KW hr. in FY 15-16.
Next 500 KW hrs. used per month—6.65 cents per KW hr. in FY 15-16.
Over 800 KW hrs. used per month—5.77 cents per KW hr. in FY 15-16.~~

*First 100 KW hrs. used per month – 7.44 cents per KW hr. in FY 16-17.
Next 700 KW hrs. used per month – 6.94 cents per KW hr. in FY 16-17.
Over 800 KW hrs. used per month – 5.44 cents per KW hrs. in FY 16-17.*

The electric space heating rate is to apply to energy used during the seven month period October to April, inclusive, and where no other source of fuel for space heating is being used.

Customer Charge ~~Minimum bill - \$10.95~~ **\$12.50** per month.

(e) *Miscellaneous municipal electric service—Rate 5.*

First 5,000 KW hrs. used per month – 7.64 cents per KW hr. in FY ~~15-16~~**16-17**.

Next 20,000 KW hrs. used per month – 6.57 cents per KW hr. in FY ~~15-16~~**16-17**.

All over 25,000 KW hrs. used per month – 5.78 cents per KW hr. in FY ~~15-16~~**16-17**.

(f) *Municipal street lighting service—Rate 6.*

(1) *Class of service.* Utility will furnish the classes of service described below each at the corresponding base rates per lamp per month, as indicated in the table of base rates per lamp per month set forth below, including maintenance, depreciation, electric energy requirements, and replacements of lamps and other glassware as required on systems owned and operated by utility, but only including electric energy requirements and lamp replacements on system owned and operated by municipality.

(a) *Class A.* Sodium vapor or mercury vapor lamps, owned and operated by Municipality.

(b) *Class B.* Mercury vapor lamps or sodium vapor lamps on standard overhead wood pole construction, owned and operated by utility.

(c) *Class C.* Mercury vapor lamps or sodium vapor lamps on standard overhead concrete pole construction or on existing metal pole construction, owned and operated by utility.

(2) *Rates.*

(a) Base rates per lamp per month. The following rates based on 4,000 hours per year burning, including all hours of darkness:

FY ~~15-16~~16-17

<u>Size</u>	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>
Mercury Vapor			
7200 Lumen, 175 watts	\$3.80	\$10.96	\$17.30
11000 Lumen, 250 watts	5.11	12.47	19.36
17000 Lumen, 400 watts	7.25	16.20	19.77
30000 Lumen, 700 watts	12.68	24.04	35.82
46000 Lumen, 1,000 watts	15.37	27.41	41.42
Sodium Vapor			
8700 Lumen, 100 watts	\$4.54	\$14.47	\$23.53
15000 Lumen, 150 watts	7.30	15.23	24.19
23000 Lumen, 250 watts	10.47	18.67	28.52
46500 Lumen, 400 watts	15.37	24.80	33.76

LED

5800 Lumen, 60 watts	\$3.09	\$10.09	\$17.09
19100 Lumen, 196 watts	6.78	13.78	20.78

(g) Customer area lighting service—Rate 7.

(1) *Availability.* Any customer located in territory served by utility may take service under this service classification for lighting outdoor areas, where the period of lighting is limited from dusk to dawn, subject to the following conditions:

- (a) That customer is located adjacent to utility lines from which such service can be rendered, and
- (b) That customer enters into a written contract with utility for service, for a period of one year.

(2) *Rates.* The gross charge shall equal the sum of the charges below and other applicable charges.

(a) *Lamp charges.* If the lighting fixtures can be installed on an existing distribution type wood pole and service can be supplied from an existing overhead secondary circuit on the pole, the monthly charges applicable to such installation shall be as follows:

FY 15-1616-17

<u>Type of Lamp</u>	<u>Lumen Rating</u>	<u>Wattage Rating</u>	<u>\$Charges Per Month</u>
<i>Area Lighting</i>			
Mercury Vapor	6,400	175	\$6.90
Mercury Vapor	9,400	250	6.80
Mercury Vapor	16,000	400	13.81
Mercury Vapor	45,200	1,000	19.00
Sodium Vapor	8,500	100	7.71
Sodium Vapor	15,000	150	8.28
Sodium Vapor	22,000	250	13.81
Sodium Vapor	45,000	400	25.32
LED	5,800	60	3.09
LED	19,100	196	6.78
Pole Rental		\$1.00 per month	
<u>Directional Lighting.</u>			
Sodium Vapor	22,000	250	15.83
Sodium Vapor	45,000	400	19.00
Metal Halide	20,000	250	25.32
Metal Halide	40,000	400	25.32
Metal Halide	117,000	1,000	40.29
Metal Halide		1,500	
Quartz		500	5.76

(b) *Additional charges.* If additional facilities or fixtures other than utility's standard type of rearrangement of existing facilities shall be required to serve customer, utility shall install, operate and maintain such facilities for an additional monthly charge. These charges shall be in addition to the lamp charges.

Sec. 11-1-6. Consumer Price Index (CPI)

Effective for customer bills rendered after April 30, 2008, each year, at the beginning of the City's fiscal year, the unit charges for electric rates will be adjusted to reflect no more than the percentage increase of change, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, on the first published date after the beginning of the most recent calendar year, to the average comparable index for the previous year (12 months).

Note: This index can be found at www.bls.gov/cpi/

ORDINANCE NO. 16-__

AN ORDINANCE AMENDING THE CODE OF ORDINANCES,
CHAPTER 38, ARTICLE 4, DIVISION 2 WATER RATES, SECTION 12; DIVISION 3
SEWER RATES, SECTION 31; AND DIVISION 4
OF THE CITY OF MASCOUTAH, ILLINOIS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MASCOUTAH, IN
ST. CLAIR COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Amending CHAPTER 38, ARTICLE 4, DIVISION 2 WATER RATES,
SECTION 12; DIVISION 3 SEWER RATES, SECTION 31; AND DIVISION 4, to amend the
WATER AND SEWER RATES as attached.

SECTION 2: This ordinance shall be in full force and effect May 1, 2016, after passage,
approval and publication as required by law.

PASSED by the Mayor and the City Council of the City of Mascoutah, County of St.
Clair, State of Illinois, upon motion by Councilman _____, seconded by Councilman
_____, adopted on the following roll call vote on the 18th day of April, 2016, and deposited
and filed in the Office of the City Clerk in said City on that date.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Benjamin Grodeon	_____	_____	_____
Paul Schorr	_____	_____	_____
John Weyant	_____	_____	_____
Pat McMahan	_____	_____	_____
Gerald Daugherty	_____	_____	_____

APPROVED AND SIGNED by the Mayor of the City of Mascoutah, Illinois, this 18th
day of April, 2016.

ATTEST:

Mayor

City Clerk
(SEAL)

Attachment C

DIVISION 2. WATER RATES

Sec. 38-4-12. Water rates.

There shall be established the following rates and charges for the use of the water system of the city, based upon the amount of water consumed as follows:

- (a) Water rates inside city.
 - i. ~~FY 15-16~~**16-17**
 - \$8.08 per month facilities charge (base charge)
 - \$5.75 per 1,000 gallons per month usage fee
- (b) Water rates outside city. (Calculated as twice the in-town rate)
 - i. ~~FY 15-16~~**16-17**
 - \$16.15 per month facilities charge (base charge)
 - \$11.50 per 1,000 gallons per month usage fee

DIVISION 3. SEWER RATES

Sec. 38-4-31. User charge system.

Every person whose premises are served by the authority will be charged for the sewer services provided through a facility charge and service charges.

Facility charges are directed at wastewater plant and collection facility hardware. Service charges are directed at a basic charge based on the water meter readings, or if available, a discharge metering device approved by the authority, and said basic charges shall be as follows and are levied to defray the cost of operation and maintenance and replacement of the treatment works:

Sewer Rates inside City

- (a) Facility charge.
 - i. ~~FY 15-16~~**16-17**. The total facility charge rate shall be \$16.56 per month.
- (b) Service charge.
 - i. ~~FY 15-16~~**16-17**. The service charge shall be \$6.00 per 1,000 gallons metered.
 - ii. Service charges shall be for operation, maintenance, replacement costs, and may be used for debt service recovery.
- (c) Sewer service outside the city. All charges for use of sewer connections where water is supplied thereto by the authority subject to the special provisions herein shall be as follows:
 - a. A facility charge for users outside of the city shall be:
 - i. \$33.11 per month in ~~FY 15-16~~**16-17**.
 - ii. This rate shall apply as a facility charge so long as the sewer connection is in service and regardless whether or not water is used during said period, and which facility charge shall entitle the user to continue use.

- b. Service charges shall be at the rate of:
 - i. \$11.99 in FY ~~15-16~~**16-17** plus a surcharge of the same amount per 1,000 gallons of water metered.
- c. The rate in subsection (b) above shall apply to the amount of water passing through the water meter except when an approved discharge metering system is utilized. In this case the rate shall apply to that water discharged to the system.
- d. When the user (outside the city) does not receive water provided by the city, provisions for accurate sewer metering will be required.

DIVISION 4. WATER AND SEWER RATES INCREASES BEYOND FY 07-08

Sec. 38-4-40. Consumer Price Index (CPI)

Effective for customer bills rendered after April 30, 2008, each year, at the beginning of the City's fiscal year, the unit charges for all water and sewer rates will be adjusted to reflect no more than the percentage increase of change, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Midwest Urban Region, All Items Index, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, on the first published date after the beginning of the most recent calendar year, to the average comparable index for the previous year (12 months).

Note: This index can be found at www.bls.gov/cpi/

CITY OF MASCOUTAH

Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins, City Manager

SUBJECT: **IDOT Resolution/Expenditure of MFT Funds for Maintenance of Streets and Highways**

MEETING DATE: April 4, 2016

REQUESTED ACTION:

Adoption of Resolution approving the 2016 Motor Fuel Tax Maintenance Program beginning May 1, 2016 and ending April 30, 2017.

BACKGROUND & STAFF COMMENTS:

This is an action required by the City Council for the oil and chip program, and purchasing various maintenance materials. MFT Maintenance Program reimburses the City for funds expended on roadway related maintenance. As we have described before, the maintenance allocation is on the basis of "per capita" in the City. Funds not used will be stored in our MFT Fund.

The appropriate resolution is attached for Council action. Also attached is the Municipal Estimate of Maintenance Costs.

FUNDING:

None required.

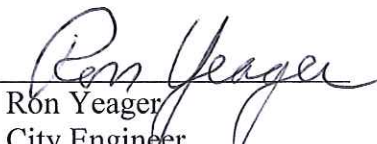
RECOMMENDATION:

City Manager recommends that the Council approve and adopt this resolution.

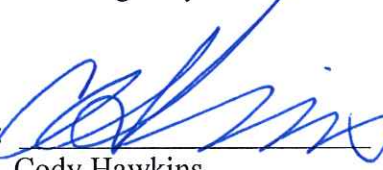
SUGGESTED MOTION:

I move that the Council approve and adopt IDOT Resolution No. 16-17-____, a Resolution for Maintenance of Streets and Highways by Municipality under the Illinois Highway Code.

Prepared By:


Ron Yeager
City Engineer

Approved By:


Cody Hawkins
City Manager

Attachments: A – Resolution
B – Estimate of Maintenance Costs



**Illinois Department
of Transportation**

**Resolution for Maintenance of
Streets and Highways by Municipality
Under the Illinois Highway Code**

BE IT RESOLVED, by the Mayor and City Council of the
(Council or President and Board of Trustees)
City Mascoutah of Mascoutah, Illinois, that there is hereby
(City, Town or Village) (Name)
appropriated the sum of \$120,000.00 of Motor Fuel Tax funds for the purpose of maintaining
streets and highways under the applicable provisions of the Illinois Highway Code from May 1, 2016
(Date)
to April 30, 2017
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Collinsville, Illinois.

I, Kari Haas Clerk in and for the City
(City, Town or Village)
of Mascoutah, County of St. Clair

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the Mayor and City Council at a meeting on April 4, 2016
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of April, 2016.

(SEAL) _____ City _____ Clerk
(City, Town or Village)

<p align="center">Approved</p> <p align="center">_____ Regional Engineer Department of Transportation</p> <p align="center">_____ Date</p>

Attachment A

45



Local Public Agency: City of Mascoutah
County: St. Clair
Section Number: 16-00000-00-GM

Section Number: 16-00000-00-GM

[illegible]

Submitted: Ron Yeager CITY ENGINEER
Municipal Official Title
APRIL 5, 2016
Date

Approved: _____
Regional Engineer

Date

BLR 14231{Rev 02/18/14}

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor & Council

FROM: Cody Hawkins – City Manager

SUBJECT: **Special Census Request**

MEETING DATE: April 4, 2016

REQUESTED ACTION:

Council authorization to proceed with partial special census at an estimated cost of \$103,555.

BACKGROUND & STAFF COMMENTS:

Per Council request, staff acquired information regarding having a partial special census conducted and obtaining a cost estimate. The request for a cost estimate was submitted to the Census Bureau in February. The cost estimate submitted included an increase in the number of housing units and population based upon an average of the building permits that have been issued from 2010 – 2016. The estimated increase in housing units was 285, and the estimated increase in population was 1,284.

The cost estimate has been received at a cost of \$103,555. Of this amount, \$75,724 has to be paid to the Census Bureau in advance to cover expenses by the Census Bureau related to administrative work, enumeration work, tabulation expenses, etc. The remaining \$27,831 is held by the city to pay local persons who work on the special census.

A Memorandum of Understanding must be signed and returned to the Census Bureau along with the check for \$75,724 to proceed with the partial special census. This MOU is attached for Council information.

The revenue projections for the next four years are attached. The rates per capita are estimated at a 1% increase based on previous years analysis done by IML.

FUNDING:

Funding for the partial special census will come from the FY16/17 budget.

RECOMMENDATION:

City Manager recommends that the City Council authorize staff to proceed with the partial special census at a cost of approximately \$103,555.

SUGGESTED MOTION:

I move that the City Council authorize staff to proceed with the partial special census at a cost of \$103,555, and authorize the appropriate City officials to execute the required documents.

Prepared By: Melissa A. Schanz
Melissa A Schanz
Deputy City Clerk

Approved By: Cody Hawkins
Cody Hawkins
City Manager

Attachments: A – Revenue Projections
B – Memorandum of Understanding

Special Census - Revenue Projection w/ Preliminary Numbers

	<u>2010 Census</u>	<u>Preliminary Count</u>	<u>Estimated New Total</u>
Housing Units	2,816	285	3,101
Population	7,483	1,284	8,767

Income from Taxes based on population

	<u>2017 Rate -</u> <u>Estimated</u>	<u>Rec'd 2017 - 2010</u> <u>Census</u>	<u>Rec'd 2017 - New</u> <u>Census (eff. July)</u>	<u>2017 Estimated</u> <u>Increase</u>
State Income	\$ 102.00	\$ 763,266.00	\$ 828,750.00	\$ 65,484.00
State Use	\$ 23.50	\$ 175,850.50	\$ 190,937.50	\$ 15,087.00
Motor Fuel Tax	\$ 25.90	\$ 193,809.70	\$ 210,437.50	\$ 16,627.80
	<u>\$ 151.40</u>	<u>\$ 1,132,926.20</u>	<u>\$ 1,230,125.00</u>	<u>\$ 97,198.80</u>

	<u>2018 Rate -</u> <u>Estimated</u>	<u>Rec'd 2018 - 2010</u> <u>Census</u>	<u>Rec'd 2018 - New</u> <u>Census (full year)</u>	<u>2018 Estimated</u> <u>Increase</u>
State Income	\$ 103.02	\$ 770,898.66	\$ 903,176.34	\$ 132,277.68
State Use	\$ 23.74	\$ 177,609.01	\$ 208,084.75	\$ 30,475.74
Motor Fuel Tax	\$ 26.16	\$ 195,747.80	\$ 229,335.95	\$ 33,588.16
	<u>\$ 152.91</u>	<u>\$ 1,144,255.46</u>	<u>\$ 1,340,597.04</u>	<u>\$ 196,341.58</u>

	<u>2019 Rate -</u> <u>Estimated</u>	<u>Rec'd 2019 - 2010</u> <u>Census</u>	<u>Rec'd 2019 - New</u> <u>Census (full year)</u>	<u>2019 Estimated</u> <u>Increase</u>
State Income	\$ 104.05	\$ 778,607.65	\$ 912,208.10	\$ 133,600.46
State Use	\$ 23.97	\$ 179,385.10	\$ 210,165.59	\$ 30,780.50
Motor Fuel Tax	\$ 26.42	\$ 197,705.27	\$ 231,629.31	\$ 33,924.04
	<u>\$ 154.44</u>	<u>\$ 1,155,698.02</u>	<u>\$ 1,354,003.01</u>	<u>\$ 198,304.99</u>

	<u>2020 Rate -</u> <u>Estimated</u>	<u>Rec'd 2020 - 2010</u> <u>Census</u>	<u>Rec'd 2020 - New</u> <u>Census (full year)</u>	<u>2020 Estimated</u> <u>Increase</u>
State Income	\$ 105.09	\$ 786,393.72	\$ 921,330.18	\$ 134,936.46
State Use	\$ 24.21	\$ 181,178.95	\$ 212,267.25	\$ 31,088.30
Motor Fuel Tax	\$ 26.68	\$ 199,682.33	\$ 233,945.61	\$ 34,263.28
	<u>\$ 155.99</u>	<u>\$ 1,167,255.00</u>	<u>\$ 1,367,543.04</u>	<u>\$ 200,288.04</u>

Total increased revenue estimated to be rec'd from 2017 - 2020 --- \$ 692,133.41



Memorandum of Agreement
Through Which
The City of Mascoutah, St. Clair County, Illinois
Is Purchasing a Special Census
From the U.S. Census Bureau

Agreement No. **25110**

1) Parties and Scope

This document establishes an agreement between the **City of Mascoutah, St. Clair County, Illinois** (Governmental Unit) and the Field Division, U.S. Census Bureau (Census), through which the Governmental Unit will pay the Census Bureau to take a special census under the authority of 13 U.S.C. § 196.

2) Authority

The Census Bureau may undertake this work pursuant to 13 U.S.C. § 196, which provides that the "Secretary may conduct special censuses for the government of any State, or of any county, city, or other political subdivision within a State, for the government of the District of Columbia, and for the government of any possession or area (including political subdivisions thereof) referred to in section 191(a) of this title, on subjects covered by the censuses provided for in this title, upon payment to the Secretary of the actual or estimated cost of each such special census. The results of each such special census shall be designated 'Official Census Statistics'. These statistics may be used in the manner provided by applicable law."

3) Confidentiality

The data, including individual information collected by the enumerators on the special census questionnaires, collected under this agreement are confidential under 13 U.S.C. § 9, and the questionnaires shall be controlled by and returned directly to the authorized representative of the Census Bureau. All such special census questionnaires and all other papers relating to the special census are the property of the Census Bureau and under the law may only be made available to and examined by sworn Census Bureau officials and employees. Unlawful disclosure subjects employees to a fine of up to \$250,000 or imprisonment of up to 5 years, or both.

Should the Governmental Unit require access to Title 13 data to assist in the planning, data collection, data analysis, or production of final products, those staff members are required to obtain Census Bureau Special Sworn Status pursuant to 13 U.S.C. § 23(c). Such staff members must demonstrate that they have suitable background clearance and they must take Title 13 awareness training. Any access to Title 13 data at *the Governmental Unit's facility* is subject to prior approval by the Census Bureau's Data Stewardship Executive Policy Committee upon assurance that the facility and information technology security meet Census Bureau requirements.

4) Terms and Conditions

Acknowledging the foregoing, the parties agree as follows:

- a) The Census Bureau will achieve full cost recovery for the goods and services it is providing under this agreement:
 - i) The Census Bureau shall designate one or more experienced employees to direct the taking of the special census.
 - ii) The Census Bureau employee(s) shall oversee all aspects of the enumeration including the hiring, training, and separation of enumerators, crew leaders, and other temporary personnel employed locally to take the special census. The designated Census Bureau employee(s) shall exercise day-to-day technical supervision of these employees. All such temporary personnel shall be Federal Government employees and neither the Governmental Unit nor any representative of the Governmental Unit shall supervise, exercise control over, or in any other way interfere with such employees in the performance of their responsibilities.
 - iii) The Census Bureau shall provide to the Governmental Unit the official population and housing unit count derived from the special census at the earliest practicable date after completion of the enumeration and the processing required to produce the statistical results. This count, which shall be as of the date of the special census, will be provided in writing and signed by an appropriate Census Bureau official.
 - iv) The Census Bureau will not guarantee delivery of the final count by any specified date and shall not be held responsible for any loss or damages suffered by the Governmental Unit due to the data not being available by a specific date.

The Governmental Unit accepts that responses to a special census, unlike a decennial census, are voluntary and some respondents may choose to not answer some questions. When this happens, the Census Bureau will make every effort to collect as much information as possible. If the Census Bureau cannot obtain information directly from respondents, the Census Bureau will follow statistical procedures to assign the missing information based on information provided by people in the housing unit or from people from neighboring housing units.

The Governmental Unit also accepts that, to complete the count of the group quarters population, it may be necessary for the Census Bureau to obtain information for people residing in certain institutions (such as correctional facilities with security issues) from administrative records rather than from the respondents themselves. The Census Bureau will provide detailed statistical results to the Governmental Unit subject to limitations imposed by Title 13, United States Code, to protect the confidentiality of respondents.

The Census Bureau can only use the special census counts in the intercensal population estimates program if:

- (a) the entire area of a governmental unit is included in the special census,
- (b) the legal boundaries of the governmental unit correspond to those used in the Population Estimates program (boundaries legally in effect on January 1 of the estimates year), and
- (c) the boundaries are reported to the Census Bureau for processing by April 1 of the estimates year, and

- (d) final approved counts from the Special Census enumeration are ready by August 1 of the estimates year.

If a Governmental Unit requests a special census for only a portion of their area, they do so with the understanding that the results of this partial special census will not be included in any subsequent Census Bureau population estimates. The Governmental Unit shall accept as final the official population count and other statistical results when provided by the Census Bureau.

- b) The Governmental Unit is responsible for all costs of taking the special census including, but not limited to, appropriately furnished office quarters, total compensation of all field enumeration and supervisory personnel, compensation of Census Bureau headquarters and regional office personnel for time allocated to the special census, overhead for headquarters and regional offices, processing and tabulation of data, and all other costs attributable to taking the special census:
- i) The Governmental Unit shall update maps of the proposed census area in accordance with instructions provided by the Census Bureau. The Governmental Unit shall provide any certification of legal boundaries within the proposed census area as required by the Census Bureau. Once the Governmental Unit boundaries have been certified by the Census Bureau, these boundaries will become the official boundaries for the special census. Any annexations after the Governmental Unit has certified its boundaries will not be included in the special census. The special census will not be scheduled until these obligations have been completed to the satisfaction of the Census Bureau.
 - ii) The Governmental Unit shall supply, free of charge, satisfactory office quarters equipped with telephone(s), office furniture, photocopier, fax machine, and other equipment and furnishings as determined necessary and proper by the Census Bureau. These quarters must meet all security and confidentiality requirements as agreed to by the Census Bureau representative.
 - iii) In taking the special census, the Governmental Unit is directly responsible for recruiting and compensating all field personnel determined necessary by the Census Bureau for taking the special census. The Governmental Unit shall recruit sufficient qualified applicants for enumerators, crew leaders, and other positions as may be needed to complete the special census. Employees shall be selected for employment and separated under standards established by the Census Bureau, and shall take an oath or affirmation, as required, to protect the confidentiality of the information they collect. The Governmental Unit shall be responsible for all administrative operations relating to the reconciliation and payment of these employees.
 - iv) Notwithstanding the Governmental Unit's responsibility for recruitment and compensation, such field personnel shall be and remain employees of the Census Bureau, subject to all applicable federal, state, and local laws, including but not limited to those pertaining to the Equal Employment Opportunity Act and the Fair Labor Standards Act applicable to these employees, and shall complete and file any and all reports required thereunder. The Census Bureau reserves the right to reject any persons recommended by the Governmental Unit if such persons fail to meet the established employment standards.

In the event that sufficient suitable applicants are not furnished by the Governmental Unit for the necessary positions and the Census Bureau must expend funds to obtain applicants to fill the remaining positions, the Governmental Unit agrees to reimburse the Census Bureau for

those additional expenses. This will increase the costs estimated in (b)(v) and (b)(vi) below. In addition, if the Governmental Unit fails to provide sufficient suitable applicants, delays in completing the special census may occur.

- v) The Governmental Unit shall pay directly enumerators, crew leaders, and others hired locally to conduct the actual enumeration, at rates of pay fixed by the Census Bureau.
 - (1) The compensation of such enumerators, crew leaders, and others shall be paid to them directly by the Governmental Unit upon approval by the designated Census Bureau employee. The Governmental Unit shall pay or withhold from the compensation paid to the enumerators, crew leaders, and others locally employed all amounts necessary for Social Security, federal, state, and local income tax, continuation of pay, or other sums required to be paid or withheld by federal, state, or local laws. The amount necessary to cover these expenses, not including worker's compensation and continuation of pay, is estimated to be **\$27,831**. The Governmental Unit agrees that these funds will be available for disbursement upon approval of the designated Census Bureau employee.
 - (2) The Government Unit shall reimburse the Census Bureau for all funds expended by the Census Bureau resulting from payments to the Department of Labor under applicable federal workers' compensation and unemployment benefits laws.
 - (3) The Governmental Unit shall reimburse the Census Bureau and/or the United States for all funds expended in the processing, investigation and defense of all administrative and/or judicial claims regarding the actions of temporary employees arising from their employment pursuant to this Memorandum of Agreement (MOA). In addition, the Governmental unit agrees to indemnify the Census Bureau and/or the United States for any settlements and/or judgments incurred by the latter as a result of the actions of temporary employees arising from their employment pursuant to this MOA.
- vi) In addition to the salary expenses to be paid directly by the Governmental Unit to all temporary employees hired locally, the Governmental Unit agrees to pay all other expenses related to the taking of the special census, including but not limited to
 - (1) administrative and technical work performed by headquarters and regional personnel;
 - (2) printing and preparation of enumeration questionnaires and related materials;
 - (3) map preparation;
 - (4) tabulation expenses;
 - (5) the cost of the designated Census Bureau employee's salary, allowances for subsistence at the standard federal rate per day, traveling expenses, other reasonable and necessary expenses, and overhead and other charges applicable to these costs; and
 - (6) other incidental expenses incurred by the Census Bureau in completing the special census. Based on an estimate of the population of **2,726** the estimated cost for these services is **\$75,724**. A payment of that amount shall be furnished to the Census Bureau before any work on the special census is performed. The advance payment will be adjusted to actual costs and billing or refund made as appropriate. This payment is for Census Bureau costs referenced in this item and excludes those directly payable by the Governmental Unit under item (b)(v) above.
- vii) In accordance with (b)(vi), if actual cost exceeds the advance payment, the additional payment to the Census Bureau is due in full, 30 days from the date of the invoice. A late charge shall be imposed on the overdue amount for each 30-day period or portion thereof during which the remittance is due. The late charge will be based on a percentage rate equal

to the current value of funds to U.S. Treasury in accordance with Treasury fiscal requirements.

- c) Notwithstanding the Governmental Unit's direct payment of compensation, all temporary enumerators, crew leaders, and others hired locally to conduct the special census are employees of the Federal Government. Therefore, regarding the negligent or wrongful acts of any temporary employees arising from their employment pursuant to this MOA, any claims and/or litigation arising from said acts will be adjudicated pursuant to the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. (see section (b)(v)(3) herein regarding reimbursement and indemnification requirements).

5) Transfer of Funds

On a periodic basis, the parties will reconcile balances related to revenue and expenses for work performed under the agreement.

6) Contacts

Mr. Hector X. Merced
Chief, Special Census Branch
U.S. Census Bureau
4600 Silver Hill Road
Field Division
Special Census Branch
5H025
Washington, D.C. 20233
301-763-1429
301-763-4066 Fax
hector.x.merced@census.gov

City of Mascoutah
Attn: Ms. Kari Haas
3 West Main
Mascoutah, IL 62258
618-566-2964
618-566-4897 Fax
khaas@mascoutah.com

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

7) Duration of Agreement, Amendments, and Modifications

This agreement will become effective when signed by all parties. The agreement will terminate on **March 21, 2018**, but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing **30** days written notice to the other party. This agreement is subject to the availability of funds.

8) Resolution of Disagreements

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

9) Termination Cost

If the **City of Mascoutah** cancels the order, the Census Bureau is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

FOR THE GOVERNMENTAL UNIT

BY:

NAME: _____ DATE: _____

TITLE:

AGENCY:

FOR THE CENSUS BUREAU

BY:

Albert E. Fontenot, Jr. DATE: _____

Acting Chief, Field Division

Bureau of the Census

CITY OF MASCOUTAH
Staff Report

TO: Honorable Mayor and City Council

FROM: Cody Hawkins City Manager

SUBJECT: **Charter Franchise Agreement and Agreement for Joint use of Poles and Right-of-Way (First Reading).**

MEETING DATE: APRIL 4, 2016

REQUESTED ACTION:

Council Approval of a Franchise Agreement and an Agreement for Joint use of Poles and Rights-of-Way between the City of Mascoutah, Illinois and Charter Communications Entertainment I, LLC locally known as Charter Communications by adoption of Ordinance.

BACKGROUND AND STAFF COMMENTS:

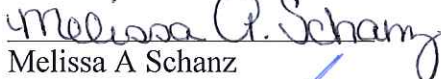
The background of this request is to execute a new Franchise Agreement with Charter Communications as our current agreement expired in March of 2016. The purpose of the agreement is to outline compensation, terms and conditions for the use of City right-of-way and utility poles for Charter to provide data and video services within the community. In addition, to execute a new Joint Pole Attachment Agreement to outline compensation, terms and conditions for the use of City owned utility poles.

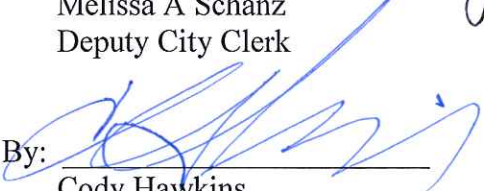
RECOMMENDATION:

City Manager recommends that the City Council authorize staff to proceed with the Agreements between the City of Mascoutah and Charter Communications.

SUGGESTED MOTION:

I move that the City Council Approve Ordinance 16-___, Approving a Franchise Agreement and an Agreement for Joint use of Poles and Rights-of-Way with Charter Communications authorizing the appropriate officials to execute the necessary document.

Prepared By: 
Melissa A Schanz
Deputy City Clerk

Approved By: 
Cody Hawkins
City Manager

Attachments: A – Ordinance Franchise Agreement
B – Franchise Agreement and Agreement for Joint Use of Poles & Rights-of-Way

ORDINANCE NO. 16-__

**AN ORDINANCE GRANTING A RENEWAL FRANCHISE AGREEMENT WITH
CHARTER COMMUNICATIONS I, LLC LOCALLY KNOWN AS CHARTER
COMMUNICATIONS OF ST. LOUIS, MO TO OPERATE AND MAINTAIN A CABLE
SYSTEM IN THE CITY OF MASCOUTAH, ILLINOIS, SETTING FORTH
CONDITIONS ACCOMPANYING THE GRANT OF FRANCHISE.**

This Franchise Agreement ("Franchise") is between the City of Mascoutah, Illinois, hereinafter referred to as the "Grantor" and Charter Communications Entertainment I, LLC locally known as Charter Communications, hereinafter referred to as the "Grantee."

"WHEREAS the Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein."

"WHEREAS the parties have determined that any previously adopted Cable Regulatory Code is no longer applicable to this renewed franchise."

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- d. "Gross Revenues" means any revenue, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from the operation of the Cable System to provide Cable Services within the Service Area, provided, however, that such phrase shall not include any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, FCC User Fee, franchise fee, or or sales or utility taxes; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusion available under applicable state law credits, refunds or deposits made to Subscribers or unrecovered bad debt.

Attachment A

- e. "Service Area" shall mean the geographic boundaries of the Grantor.
 - f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
 - g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.
2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 15, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
 - b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.

- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. Maintenance of the System.

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended regardless of the transmission technology utilized.

6. Service.

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least forty (40) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible. Grantee at its discretion may make Cable Service available to businesses within the Service Area. Cable Service offered to Subscribers pursuant to this Agreement shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.
- b. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and subsection (a) above. The Grantor shall also notify Grantee in

writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the

Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 11 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Agreement, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section. The provisions of this section, including the payment of franchise fees, shall be subject to Illinois law governing annexations (55 Ill. Comp. Stat. 5/5-1095).

- c. Grantee shall provide Basic Cable Service and one free outlet to each of the following public facilities located within one hundred twentyfive (125) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: City Hall, City Community Building, Public Service Buildings, Fire Department, Police Department, and public schools. No monthly service fee shall be charged for such outlet. Grantee shall provide Basic Cable Service to new construction hereafter for similar public facilities; provided they are within one hundred twenty five (125) feet of the existing service lines of Grantee.

7. **Consumer Protection.** Grantee shall comply with the customer service and privacy protection provisions pursuant to 220 ILCS 5/22-501 (Article XXII of the Illinois Public Utilities Act).

8. **Insurance/Indemnity.**

- a. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	[\$1,000,000] per occurrence, Combined Single Liability (C.S.L.) [\$2,000,000] General Aggregate
Auto Liability including coverage	[\$1,000,000] per occurrence C.S.L.

Umbrella Liability [\$1,000,000] per occurrence C.S.L.

- 9. Revocation.**

- 6

- c. Upon revocation of the Franchise, Grantee may remove Cable System from the Streets of the Grantor or abandon the Cable System in place.

10. **Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other state or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

11. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by state and federal law, it shall deny access to any of Grantee's books and records marked confidential to any person.

12. **Notices, Miscellaneous.**

- a. Unless otherwise provided by federal, state or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express the designated mail address provided below. Grantee shall provide thirty (30) days written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Mayor
City of Mascoutah
3 West Main Street
Mascoutah, IL 62258

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Attention: Vice President/GM
Charter Communications
941 Charter Commons Drive
Town & Country, MO 63107

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Vice President of Government Affairs

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
 - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
 - d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.
13. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
14. **Franchise Fee.**
- a. Grantee shall pay to the Grantor annually an amount equal to five percent (5%) of the Gross Revenues for such calendar quarter.
 - b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than fortyfive (45) days after the end of each calendar quarter the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such quarter.

- c. The Grantor and Grantee shall comply with the auditing provisions established pursuant to 65 ILCS 5/11-42-11.05.

15. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on _____, unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

16. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties.

Passed and approved this ____ day of _____, 2016

City of Mascoutah

Signature: _____

Name/Title: Gerald E. Daugherty, Mayor

ATTEST:

City Clerk

(SEAL)

Accepted this ____ day of _____, 2016, subject to applicable federal, state and local law.

Charter Communications Entertainment I, LLC d/b/a Charter Communication

Signature: _____

Name/Title: _____

Date: _____

AGREEMENT FOR JOINT USE OF POLES AND RIGHTS-OF-WAY

THIS AGREEMENT made and effective the ____ day of _____, 2016, by and between City of Mascoutah (hereinafter "City") and Charter Communications Entertainment I, LLC (hereinafter called "Licensee")

WITNESSETH:

WHEREAS, City owns, operates and maintains poles, power lines and public rights-of-way within its Limits,

WHEREAS, Licensee desires to place certain lines, attachments and appurtenances on certain Poles of the City, for purpose of providing all lawful communications services in compliance with any and all local, state or federal regulations,

WHEREAS, City is willing to issue Licensee a non-exclusive license, to the extent it may lawfully do so, to place, replace, relocate, modify, repair, maintain and remove its communications attachments for the provision of lawful communications services on City's poles and rights-of-way;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties hereto, for themselves their assigns and successors, do hereby covenant and agree to the following:

SECTION 1. CITY'S GRANT OF LICENSEE TO ATTACH TO CITY'S POLES AND OCCUPY PUBLIC RIGHTS-OF-WAY

1. All authority granted under this Agreement or under any license under this Agreement specifically authorizes Licensee to occupy City's right-of-way and other public easements for the purpose of installing and maintaining communications attachments ("Attachments") for any City poles ("Pole") or City rights-of-way ("Right-of-Way") that occupy or constitute anything other than public rights-of-way or easements. City expressly apportions or grants Licensee the right to occupy that right of way or easement, to the extent that City may lawfully do so.
2. No use, however extended, of Poles or Rights-of-Way under this Agreement shall create or vest in Licensee any ownership of property right in said Poles or Right-of-Way, but Licensee's rights in such Poles and Rights-of-Way shall be and remain a mere license. Nothing in this Agreement shall be construed to compel City to maintain any Pole or Right-of-Way for any period of time.
3. The license granted to Licensee hereunder with respect to any Pole or Right-of-Way shall be non-exclusive in that the City reserves the right to use any and all such Poles for any lawful purpose of business or to lease or otherwise permit any other person or entity the right to lease or use any or all Poles for any lawful purpose.

Attachment B

SECTION 2. TECHNICAL REQUIREMENTS

Licensee's use of Poles covered by this Agreement shall at all times be in conformity with, the requirements of the latest edition of the National Electric Safety Code (NESC), including any applicable grandfathering provisions, National Electric Code (NEC), Occupational Safety and Health Code (OSHA) and the requirements of the City's written specifications or other public authorities in effect at the time of original construction or major change to Attachments.

SECTION 3. ESTABLISHING JOINT USE OF POLES

1. Throughout the term of this Agreement, Licensee may designate a Pole or Poles on which it desires to place any Attachment. Licensee shall not place any Attachment on the City's Pole(s) prior to receiving an approved Application for Permit from the City, attached hereto as Exhibit A.
2. As provided on Exhibit B (Pole Attachment Permit Application Process), upon receipt of Licensee's Application for Permit, the City shall schedule a joint ride-out of the Poles designated in the Application for Permit, if necessary, in order to conduct a pre-construction survey to determine whether make-ready is necessary to accommodate Licensee's proposed attachments. Licensee shall participate in the pre-construction survey.
3. Whether or not it was necessary to conduct a joint ride-out and pre-construction survey, within thirty (30) days of the receipt of Licensee's Application for Permit the City shall approve, conditionally approve or deny each Application for Permit by returning one copy of it to Licensee reflecting its approval, conditional, approval or denial in the appropriate space.
4. The City shall not unreasonably withhold approval of Licensee's Permit Applications, and shall not withhold approval except for reasons of reliability, capacity, safety and generally applicable engineering purposes.
5. If make-ready is necessary to accommodate Licensee's Attachment, including the modification or rearrangement of the attachments of the City or any other third party attacher on any Pole or the placement of new Poles or replacement of one or more existing Poles, the City shall return a copy of the Application for Permit to Licensee reflecting such conditional approval and detailing the required make-ready and the estimated cost associated with such make-ready. If Licensee is willing to accept the City's modifications to the Permit Application, Licensee shall return the Permit Application to the City signed by a duly authorized representative and reflecting Licensee's acceptance of the make-ready and payment of the estimated cost associated with such make-ready.
6. Upon receipt of written authorization and payment, the City will proceed with the make-ready work according to the specific agreed upon installation plans and the terms of the Agreement. Upon completion of the make-ready work, the City shall sign and return a copy of the approved Application for Permit authorizing Licensee to

make its Attachment(s).

7. In the event the actual make-ready costs exceed the estimate, Licensee shall pay the balance sixty (60) days from invoice receipt. In the event actual make-ready costs are less than the estimate, the City shall reimburse Licensee the balance immediately upon completion of the make-ready work.

SECTION 4. RELOCATION, REPLACEMENT OR MODIFICATION OF LICENSEE'S ATTACHMENTS AT CITY'S REQUEST

1. Upon written notice from the City, Licensee, within the period specified in the notice, shall replace, relocate or modify all and any portion of its Attachments on a Pole that the City, in its reasonable discretion, requests in such notice. Should the replacement, relocation or modification of Licensee's attachments be due to the request and/or benefit of any other attacher, Licensee will be reimbursed by such attacher, for costs associated with the replacement, relocation or modification of Licensee's Attachments. If Licensee fails to perform such work within the period specified in the notice no less than thirty (30) days, the City, in the exercise of its sole discretion, may perform all or any portion of such work and charge Licensee the costs thereof.
2. Whenever any Right-of-Way consideration or any city, county or state regulation makes relocation of a Pole necessary, the City shall bear the cost of relocation of such Pole, except Licensee shall bear the entire risk and expense of relocating its Attachments.

SECTION 5. MAINTENANCE AND REPAIR OF ATTACHMENT

1. Licensee shall exercise precautions to avoid damage to facilities of the City and of others supported on City Poles. Licensee shall make an immediate report to the City of the occurrence of any such damage and hereby agrees to reimburse the City for the full expense incurred in making repairs and agrees to indemnify the City as otherwise provided herein.
2. Licensee shall at its sole risk and expense, maintain all its Attachments on Poles in a safe condition, in accordance with the Technical Requirements specified in Section 2. Licensee will immediately cure any condition, which presents an imminent threat to safety of lives or property. Licensee may perform maintenance and repair work without giving prior written notice to the City. However, should Licensee fail to comply materially with the standards set forth in this agreement, the City may require Licensee to correct such conditions within either thirty (30) days, or longer period depending on the circumstances and the time required to correct the non-compliance. However, the City, in the exercise of its sole discretion, and after making reasonable attempts to notify Licensee, may perform such repairs or maintenance that it deems necessary to protect the health, safety and welfare of its employees and the general public.

SECTION 6. REMOVAL OF ATTACHMENTS

1. Licensee, in the exercise of its sole discretion, may remove any Attachment on any Pole, without the prior approval of the City. Licensee shall, however, notify the City within thirty (30) days of removal.
2. If the City is requested by a third party to remove its Pole(s), upon thirty (30) days' notice from the City, Licensee, at its sole risk and expense and within the period so specified in the notice, shall remove all or any portion of the Attachments on any Pole(s) that the City, in the exercise of its reasonable discretion, requests in such notice. Notwithstanding the foregoing, if such request is by a private property owner and the City's poles are legitimately on the third party's private property, the City shall notify private property owner that it must pay Licensee to remove its attachments and for any accommodations necessary for the continued operation of Licensee's attachment (i.e., placing Licensee's facilities underground). Otherwise, Licensee shall not be required to remove its Attachments from the Pole(s). In the event upon removal of the City's Attachments Licensee's Attachments remain on the Pole(s), the Pole(s) shall become the property of Licensee and Licensee shall hold harmless the City from every obligation, liability or cost and from all damages, expenses or charges incurred thereafter, arising out of or because of the presence of or condition of the Pole(s). Licensee shall also pay to the City a sum equal to the present salvage value in place of such abandoned Pole(s) or other equitable sum as agreed to by the Parties and Licensor shall provide Licensee with a properly authorized bill of sale for such Pole(s).

SECTION 6. EMERGENCIES

1. In the event of an emergency, Licensee, at its sole risk and expense, shall have the right to place, replace, relocate or modify Attachments on any Pole without first obtaining the City's approval for such work; however, Licensee will make all efforts to notify the City. If such emergency placement, replacement, relocation or modification does not conform to the standards set forth in this agreement, Licensee, at its sole risk and expense, shall remove, replace, relocate or modify all or any portion of such attachments upon written notice from the City and within the time period specified in the notice.
2. In the event of an emergency the City should make every reasonable effort to notify Licensee, but, if under the circumstances it cannot, the City may permanently or temporarily replace, relocate, remove, modify or perform any other work in connection with Licensee's attachments on any Pole. Licensee shall reimburse the City for the actual expense that the City may incur for such emergency work. In such event, the City shall notify Licensee immediately of both the Poles affected and the work performed.

SECTION 7. POLE ATTACHMENT FEES, CHARGES AND RATES

1. The City shall invoice Licensee by January 1, of each year for the number of poles on which attachments were maintained the preceding year. Annual Pole Attachment Fee invoices shall be set pursuant to the following schedule:
 - Years 1-2 (January 1, 2016 through December 31, 2017) \$13.50 per attachment
 - Years 3-4 (January 1, 2018 through December 31, 2019) \$15.00 per attachment
 - Years 5-6 (January 1, 2020 through December 31, 2021) \$16.50 per attachment
 - Years 7-8 (January 1, 2022 through December 31, 2023) \$18.00 per attachment
 - Years 9-10 (January 1, 2024 through December 31, 2025) \$19.50 per attachment

Such invoices shall be payable by February 1, of each year and the effective date of the above rate adjustments shall also be effective on the January 1, billing cycle. For purposes of calculating the annual Pole Attachment Fees, the City shall pro-rate the fees based on the number of months an attachment actually occupied a pole. For the purposes of this paragraph, any attachment placed within a particular month shall be deemed to have occupied the pole for the entire month.

2. Equipment associated with Licensee's mainline attachments set forth in the preceding paragraphs, such as power supplies, conduit, risers, cables, wires or other ancillary equipment necessary to the operation of Licensee's network shall be considered "associated equipment" included in the annual Pole Attachment Fee and shall not incur additional Pole Attachment Fees when attached to a pole with a mainline attachment.
3. Whenever Licensee is required under this Agreement to reimburse the City for the City's expenses, such expenses shall include the City's full and actual cost and expense. Bills for expenses, and other charges under this Agreement, other than annual Pole Attachment Fees, shall be payable within sixty (60) days after receipt of a detailed invoice.
4. Interest shall be charged, at the rate of eight (8%) percent annually or the maximum allowed by law, whichever is less, on the unpaid balance of delinquent, undisputed bills for each month or part thereof that any bill remains unpaid.

SECTION 8. UNAUTHORIZED ATTACHMENTS

1. If any of Licensee's Attachments for which no Permit Application has been issued

shall be found attached to the City's Poles, Licensee, within thirty (30) days of receipt of written notification from the City shall submit a Permit Application for such unauthorized Attachment or shall remove that Attachment.

2. The charge for each unauthorized Attachment shall be in an amount equal to the annual Pole Attachment Fee per each unauthorized Attachment for the number of years the attachment has occupied the pole. If the parties cannot reasonably determine the date on which the attachment was installed, the fee shall be equal to the rental payments due since the last inventory the City conducted or dating back five (5) years whichever is less.

SECTION 9. INVENTORIES AND AUDITS

1. The City may request annually that Licensee provide an inventory of poles to which Licensee is attached. The City may, thereafter, at its own expense, conduct an inventory or audit to verify Licensee's report.
2. No inventory or inspection, or lack thereof, by the City shall operate to relieve Licensee of any responsibility, obligation, or liability assumed under this Agreement.
3. Any safety violations, associated with Licensee's Attachments, will be corrected within thirty (30) day's written notice. If the safety violation cannot be reasonably corrected within thirty (30) days, the parties will establish an extended time frame based on the difficulty of making the correction and the number of parties and City Poles involved. If Licensee fails to correct any safety violation within the agreed upon time frame, the City, in the exercise of its sole discretion and without further notice or demand to Licensee and at the sole risk and expense of Licensee, may perform such work as it deems necessary.

SECTION 10. DEFAULTS

1. If Licensee shall fail to comply with the material provisions of this Agreement, or should default in any of its material obligations under this Agreement, the City shall grant Licensee thirty (30) days notice and opportunity to cure.
2. Should Licensee fail to either cure the default or present a plan for a timely cure of the default within thirty (30) days, the City, in exercise of its reasonable discretion, may terminate the agreement on thirty (30) days additional notice.
3. If Licensee defaults in the performance of any work, which it is obligated to do under this Agreement, the City may elect to do such work, and Licensee shall reimburse the City for all cost thereof.
4. Upon termination or cancellation of this Agreement, in whole or in part, for any reason, Licensee shall remain liable to the City for any and all fees, other payments and damages that may be due or sustained prior to such termination or cancellation.

SECTION 11. INDEMNIFICATION AND INSURANCE

1. Licensee shall indemnify, protect, save harmless and insure the City, its officers, directors, employees, members, agents, contractors, and subcontractors from and against any and all liability, losses, costs, expenses, causes of action, damages, claims and demands for, or litigation with respect to, damages to property, and for injury or death to persons, including payments made under any Workers Compensation law or under any plan for employee disability and death benefits and including all expenses incurred in defending against any such claims or demands, or other damages that may be caused by Licensee, its officers, directors, employees, members, agents, contractors or subcontractors with respect to the erection, operation, maintenance, presence, use, repair, transfer, rearrangement or removal of Licensee's attachments or unauthorized attachments on or in the vicinity of the City's distribution poles or the City's easements or rights-of-way. Such indemnity obligation shall apply except in the event of the City's acts of negligence or intentional misconduct.
2. Unless otherwise expressly provided in this agreement, neither party shall be liable to the other party for consequential, incidental, punitive, exemplary or indirect damages suffered by the other party or by any customer of the other party for lost profits or other business interruption damages, whether by virtue of any statute, in tort or in contract, under any provision of indemnity or otherwise, regardless of the theory of liability upon which any such claim may be based.
3. Licensee shall carry insurance at its sole cost and expense to cover its indemnification obligations under this Agreement. The amounts of such insurance against liability due to damage to property or to injury or death of persons as to any one occurrence shall be in the amount of \$1,000,000.00 per injury or damage claim with a total of \$3,000,000.00 against all damage claims. Licensee shall also carry such insurance as will protect it from claims under any Workers' Compensation Laws in effect that may be applicable to it as required by law. All insurance required shall be kept in force by Licensee for the entire life of the agreement. Licensee shall submit to the City certificates by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee under this agreement and that it will endeavor to provide notice of cancellation to any signatory of this Agreement.

SECTION 12. ASSIGNMENTS

1. Licensee shall not, without prior written consent of the City transfer, assign, delegate, or sublet any of its, rights or obligations under this Agreement, which consent shall not be unreasonably withheld, conditioned, delayed or denied. However, Licensee may assign or transfer this Agreement and the rights or obligations under it in whole or in part, without approval, to any affiliate controlling, controlled by or under common control with said Party, or an entity that acquires or succeeds to ownership of all or substantially all of Licensee's assets, upon thirty (30) days notice.
2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns where assignment is permitted by this Agreement.

SECTION 13. APPLICABLE LAW

- . This Agreement shall be governed by and interpreted and construed in accordance with the laws of the State of Illinois. The venue of any legal proceeding relative to this Agreement shall be in a court of competent jurisdiction in Illinois or appropriate regulatory forum, as the case may be.

SECTION 14. ENTIRE AGREEMENT

- . This Agreement and all Attachments hereto shall constitute the entire Agreement of the Parties pertaining to the subject of this Agreement and supersedes prior agreements, negotiations, undertaking, understandings, proposals, statements and representations, whether written or oral concerning such matters.

SECTION 15. NOTICE

1. Any notice required to be given or made in connection with this Agreement shall be in writing and shall be made by certified or registered mail, return receipt requested, express mail or other overnight delivery service by a reputable company with tracking capability, proper postage or other charges prepaid and addressed or directed to the respective representative of the Parties below:

To City: City of Mascoutah, Illinois
 City Hall
 3 West Main Street
 Mascoutah, IL 62258

To Licensee: Charter Communications
 Director Implementation
 941 Charter Commons Drive
 Town & Country, MO 63017

2. Any notice given or made pursuant to or in connection with this Agreement shall be effective as of the time of delivery to or receipt by the Party to whom such notice is addressed

SECTION 16. MODIFICATION AND WAIVER

1. Modifications to this Agreement shall only be effective when submitted in writing and signed by the duly authorized representatives of the Parties. Such modifications, to be effective, shall expressly be identified as a modification with specific references to the provisions of this Agreement to be modified. Any modification shall be effective on the date such modification is signed by the Parties, unless such modification expressly provides otherwise.
2. No duties or rights under this Agreement shall be waived except as expressly provided in this Agreement or unless the Party having the right expressly waives such duties or rights in writing so stating it is a waiver. No course of dealing, failure to

enforce or insist upon compliance with any or the terms or conditions of this Agreement shall constitute or be construed as a waiver or relinquishment of any term, right or condition, but shall remain at all times in full force and effect.

SECTION 17. HEADINGS

The headings in this Agreement are inserted for convenience of reference only and shall in no way be considered in the interpretation of this Agreement.

SECTION 18. TERM

This Agreement shall continue in force and effect for a period of ten (10) years from the date of execution and, if not terminated by either Party giving written notice of its intent to terminate not less than 180 days prior to the end of the term. Notwithstanding the foregoing, prior to the end of the ten (10) year term, the Parties may choose to extend the Agreement for another multi-year term. Licensee shall remove all its Attachments from the City's Poles within 180 days after the effective date of termination, unless the Parties are in the process of negotiating a replacement Pole Attachment and Right-of-Way Use Agreement. In the event the Parties are in the process of negotiating a revised Pole Attachment Fee, the City shall not terminate the Agreement over a disagreement about the rate or rate methodology. Instead, unless the Agreement is terminated by its terms, the Agreement shall remain in effect while the Parties are negotiating the revised Pole Attachment Fee. Notwithstanding the foregoing, if the parties are unable to reach agreement over the revised Pole Attachment Fee increase for longer than a twelve (12) month period from the invoice date, the existing rate shall be increased based on the increase in CPI for Urban Consumers for each additional year during the dispute and will be retroactive to the invoice date. After termination of this Agreement, Licensee shall pay the City for any remaining pole attachments at the last Pole Attachment Fee for the period of time following termination until final removal of all Pole Attachments.

SECTION 19. FORCE MAJEURE

Neither Party shall be held liable for any delay or failure in performance of the Agreement from any cause beyond its control and without its fault or negligence, such as, but not limited to, acts of civil or military authority, acts of nature, governmental regulations, embargoes, epidemics, riots, fires, wars, terrorist acts, insurrections, explosions, earthquakes, floods, strikes, power blackouts, unusually severe weather conditions, or the inability to secure products and supplies.

SECTION 20. EXISTING AGREEMENTS

1. Prior Agreements between the Parties hereto for the joint use of poles are by mutual consent hereby abrogated and superseded by this Agreement.
2. Nothing herein contained shall be construed as affecting the rights or privileges

previously conferred by the City, by contract, to other not parties to this Agreement, to use any poles covered by this Agreement; and the City shall have the right to continue and extend such rights and privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements. The attachment privileges herein granted shall be non-exclusive, and the City shall have the right in its sole discretion to grant attachment privileges of any sort to any person, firm or corporation.

SECTION 21. THIRD PARTY BENEFICIARIES

The Parties agree that the terms of this Agreement and the Parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to require the performance hereunder by either of the respective parties hereto.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed effective as of the date and year first written above.

City of Mascoutah

By: _____
Signature

Name: _____

Title: _____

Date: _____

Licensee:
Charter Communications Entertainment I, LLC
By: Charter Communications, Inc., its Manager

By: _____
Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A

APPLICATION FOR PERMIT

Application Date: ____/____/____

To: City of Waterloo

Desire to: Attach to Utility Pole(s) Remove Attachment from Utility Pole(s)

Permit No. _____

No. of Poles this permit _____ Sheet 1 of _____

Licensee Name: _____

Address: _____

Contact Person: _____ Title _____ Phone No. _____

Utility Contact Person: _____ Title: _____ Phone No. _____

Narrative Description of proposed activity:

In accordance with the terms and conditions of the Pole Attachment Licensing Agreement dated _____ application is hereby made for a Permit to attach to and/or vacate Pole(s) in the locations detailed on the attached Route Map(s).

Permission is hereby granted to Licensee to attach and/or vacate poles listed on the attached Field Data Summary Sheets, subject to payment of the necessary Make-Ready Work charges as set out by Utility and agreed to by the Licensee.

SUBMITTED:

APPROVED:

Licensee _____

Utility _____

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT B

POLE ATTACHMENT PERMIT APPLICATION PROCESS

The following procedure is to be followed by each Licensee seeking to make new attachments on the City's Poles. No entity may make any attachments to City Poles without having first entered into a binding Agreement for Joint Use of Poles and Rights-of-Way.

1. Licensee shall submit a written Application For Permit, in the form of Exhibit A. Upon receipt of the Application, the City shall schedule a joint ride-out of the Poles designated in the Application, if necessary, in order to perform a pre-construction survey. Licensee shall participate in the survey, which will include a review of the proposed attachment(s) to determine whether make-ready work is necessary to accommodate Licensee's proposed attachments.
2. Following the pre-construction survey, if make-ready is necessary, the City shall return a copy of the Application For Permit detailing the required make-ready and the estimated cost associated with such make-ready, within thirty (30) days of the Application For Permit submission. If Licensee is willing to accept the City's make-ready suggestions and estimate, Licensee shall sign and return the Application For Permit, along with the estimated payment. If make-ready is not necessary, the City will sign and return a copy of the approved Application for Permit, authorizing Licensee to make its Attachments in accordance with the agreed upon installation plans.
3. Upon receipt of written authorization and payment, the City will proceed with make-ready work according to the specific agreed upon installation plans and the terms of the Agreement.
4. Upon completion of the make-ready work, the City will sign and return a copy of the Application for Permit authorizing the Licensee to make its Attachment(s) in accordance with agreed upon installation plans.

EXHIBIT C**SPECIFICATIONS FOR LICENSEE'S ATTACHMENTS**

The following engineering and construction practices will be followed by Licensee when making Attachments to Utility Poles.

- A. All attachments shall be made in accordance with the technical requirements specified in Section 2 of the Agreement and this Exhibit C.
- B. Clearances
 - 1. Attachment and Cable Clearances: Licensee's Attachments on Utility Poles, including metal attachment, clamps and bolts, metal cross arm supports, bolts and other equipment, must be attached so as to maintain the minimum separations specified in the National Electrical Safety Code (NESC), including any exceptions in specified clearances, and in drawings and specifications Utility may from time to time furnish Licensee, subject to any exceptions permitted by the NESC.
 - 2. Service Drop Clearance: The parallel minimum separation between Utility's service drops and communications service drops shall be twelve (12) inches, and the crossover separation between the drops shall be twenty-four (24) inches.
 - 3. Sag and Mid-Span Clearances: Licensee will be particularly careful to leave proper sag in its lines and cables and shall observe the established sag of power line conductors and other cables so that minimum clearances are (a) achieved at poles located on both ends of the span; and (b) retained throughout the span. At mid-span, a minimum of 12" of separation must be maintained between any other cables. At the pole support, a 12" separation must be maintained between Licensee and any other connection/attachment.
 - 4. Service Clearances: A four-inch (4") separation shall be maintained between Utility's service cable and/or any other Attaching Entity's facilities located on the customer's private property in accordance with the National Electrical Code (NEC).
 - 5. Vertical Runs on Poles: All Risers on poles, including those for power feed for TV amplifiers, shall be placed on the quarter faces of the pole and shall be covered by a riser guard with a two-inch (2") clearance in any direction from cable, bolts clamps, metal supports and other equipment. Secondary cable providing service to street lights may be covered with non-metallic conduit to allow minimum clearances to communication cables as permitted in the NESC.

6. Climbing Space: A clear Climbing Space must be maintained at all times on the face of the pole. All Attachments must be placed so as to allow and maintain a clear and proper Climbing Space on the face of the Utility Pole. Licensee's cable/wire Attachments shall be placed on the same side of the pole as those of other Attaching Entities. In general, all other Attachments and Risers should be placed on pole quarter faces.

C. Down Guys and Anchors

1. Licensee shall be responsible for procuring and installing all anchors and guy wires to support the additional stress placed on the Utility's poles by Licensee's Attachments
2. Anchors and guy wires must be installed on each Utility pole where there is an angle or a dead-end occurs. No proposed anchor can be within four (4) feet of an existing anchor without written permission of Utility.
3. Licensee may not attach guy wires to the anchors of the Utility or third party user without the anchor owner's prior written consent.
4. No Attachment may be installed on a Utility pole until all required guys and anchors are installed, nor may any Attachment be modified, added to or relocated in such a way as will materially increase the stress or loading on Utility poles until all required guys and anchors are installed.
5. Licensee's down guys shall be bonded to ground wires of the Utility's Pole.

D. Miscellaneous Requirements

1. Cable Bonding: Licensee's messenger cable shall be bonded to Utility's pole ground wire at each pole that has a ground wire.
2. Customer Premises: Licensee's service drop into customer premises shall be protected, as required, by the most current edition of time NEC.
3. Communication Cables: All Communications cables/wires not owned by Utility shall be attached within the Communications space that is located 40 inches below the Utility neutral or the lowest Utility-owned effectively grounded messenger.
4. Riser Installations: All Licensee's Riser installations shall be placed on metal stand-off brackets.

5. Tagging: On a going-forward basis, all Licensee's attachments shall be identified with a band type marker or other identification. The marker must identify the Licensee.
6. Safety Zone: No mounting brackets are permitted in the safety zone. The safety zone between communication facilities and supply facilities on the same pole extends horizontally out to the boundaries of the climbing space and working space. The safety zone is measured vertically from the level of the closest surface of the communication facility to the level of the closest surface of the supply facility. The required clearance of the safety zone is measured vertically between the levels of the equipment involved. Stand off bracket installation will not be allowed to meet the 40" clearance requirement.

F. Utility Construction Standards

1. Refer to the attached Utility Construction Standards, or obtain the applicable construction standards from the Utility in accordance with the affected Utility's requirements.
2. Apply the Utility's construction standards in coordination of the applicable NESC, NEC and any other Federal, State or Local code requirements.