

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Date: September 16, 2013

Time: 7:30 p.m.

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Correction or Withdrawal of Agenda Items by Sponsor.
5. Approval of Minutes as Written or Amended.
6. Petitions by Citizens on Non-Agenda Items.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector.
 - B. Report of Treasurer.
 - C. Report of Zoning Administrator.
 - D. Report of Director of Public Works.
 - E. Report of Chief of Police.
 - F. Report of City Attorney.
 - G. Report and Communication by Mayor.
 1. Re-Appointment of Mr. Robert Buettner to the Planning Commission for a Three-Year Term to Expire 09-01-16.
 2. Appointment of Mr. Stanley Darter to the Building / Property Maintenance Board of Appeals for a Three-Year Term to Expire 11-17-16.
8. Report of Standing Committees.
9. Report of Special Committees.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Ordinance No. 1651 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Sections 38-1-15(F)(3), 38-2-11(A) and 38-4-10 Regarding Meter Testing.
 - B. Consideration and Action on Ordinance No. 1652 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Article III Sewers, Section 38-3-31(A) Regarding Grease Interceptors.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Raffle License Request from the Mary and Martha Society for a Raffle to be held on February 23, 2014 at the SS Peter and Paul School Gym.
 - B. Consideration and Action on Agreement between Ameren Illinois, the IMEA and the City of Waterloo for Construction of a 34.5 kV Switching Station.
 - C. Consideration and Action on Addendum to Route 3 Agreements between IDOT and the City of Waterloo Regarding Maintenance and Jurisdiction of the Bicycle / Pedestrian Path.
 - D. Consideration and Action on Amended and Restated Transportation Service Agreement for Rate Schedule SCT with Mississippi River Transmission (MRT) for Transportation of Natural Gas.
 - E. Consideration and Action on Executive Session to Discuss Pending Litigation as per 5 ILCS 120/2(c)(11).
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

Sept. 19, 2013 – Zoning Board of Appeals Meeting, City Hall, 7:30 p.m.
Sept. 23, 2013 – City Council Meeting, City Hall, 7:30 p.m.
Oct. 07, 2013 – City Council Meeting, City Hall, 7:30 p.m.
Oct. 08, 2013 – Sister Cities Meeting, City Hall, 7:00 p.m.
Oct. 09, 2013 – Minister’s Meeting, City Hall, 8:00 a.m.
Oct. 09, 2013 – Park District Meeting, City Hall, 7:00 p.m.
Oct. 14, 2013 – Planning Commission Meeting, City Hall, 7:30 p.m.
Oct. 17, 2013 – Zoning Board of Appeals Meeting, City Hall, 7:30 p.m.
Oct. 21, 2013 – City Council Meeting, City Hall, 7:30 p.m.
Oct. 28, 2013 – City Council Meeting, City Hall, 7:30 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
SEPTEMBER 03, 2013**

1. The meeting was called to order by Mayor Tom Smith at 7:30 p.m.
2. The following aldermen were present: Notheisen, Thomas, Hopkins, Trantham, Frederick, Koerber and Heller. Alderman Metzger was absent.
3. Pledge of Allegiance led by Mayor Tom Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor.
Motion made by Alderman Koerber and seconded by Alderman Notheisen to add Item #12E to the Agenda. Motion passed unanimously with Aldermen Koerber, Heller, Notheisen, Thomas, Hopkins, Trantham and Frederick voting yea.
5. Approval of Minutes as Written or Amended
Motion made by Alderman Koerber and seconded by Alderman Heller to approve August 26, 2013, 7:30 p.m. City Council Meeting Minutes. Motion passed unanimously with Aldermen Koerber, Heller, Notheisen, Thomas, Hopkins, Trantham and Frederick voting yea.
6. Petitions by Citizens on Non-Agenda Items.
None.
7. Communications from the Mayor and other City Officers.
 - A. Report of Collector.
No report.
 - B. Report of Treasurer.
No report.
 - C. Report of Zoning Administrator.
Jim Nagel reported Little Caesar's Pizza will locate at the former Gillan Graphics building. The Builders for Christ from the First Baptist Church told Jim Nagel how very much they enjoyed working with the City of Waterloo during their 3-month building project at the former Canterbury Manor building.
 - D. Report of Building Inspector/Code Administrator.
Report is in the packet. Discussion. Russ Row reported meeting with structural engineer and he signed off on the structure in question.
 - E. Report of Director of Public Works.
Tim Birk was absent.
 - F. Report of Chief of Police.
Chief Trantham reported Monday, 09-09, he will be in training in Fairview Heights; County Radio System Meeting, 09-12; Domestic Violence Meeting, 09-13; J.V.'s Block Party, 09-09, 10, and 11. Canine Officer, Daws will be attending training recertification in Indiana.
 - G. Report of City Attorney.
No report.
 - H. Report and Communication by Mayor.
No report.
8. Report of Standing Committees.
None.
9. Report of Special Committees.
None.

10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
None.
11. Unfinished Business.
None.
12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 509.
Motion made by Alderman Notheisen and seconded by Alderman Heller to approve Warrant No. 509. Overbilling of water to the Monroe County Court House was explained. Motion passed unanimously with Aldermen Notheisen, Thomas, Hopkins, Trantham, Frederick, Koerber and Heller voting yea.
 - B. Consideration and Action on August 2013 Utility Applications.
Motion made by Alderman Notheisen and seconded by Alderman Heller to approve the August 2013 Utility Applications. Motion passed unanimously with Aldermen Notheisen, Thomas, Hopkins, Trantham, Frederick, Koerber and Heller voting yea.
 - C. Consideration and Action on Solicitation Request from the Suburban Journals for their Annual Old Newsboy Day Collection to be held at the Intersections of Main/Mill Streets and Main/First Streets on Thurs., Nov. 21, 2013 from 6:00 a.m. to 9:00 a.m.
Motion made by Alderman Heller and seconded by Alderman Hopkins to approve a Solicitation Request from the Suburban Journals for their Annual Old Newsboy Day Collection to be held at the intersections of Main/Mill Streets and Main/First Streets on Thursday, November 21, 2013 from 6:00 a.m. to 9:00 a.m. Motion passed unanimously with Aldermen Heller, Notheisen, Thomas, Hopkins, Trantham, Frederick and Koerber voting yea.
 - D. Consideration and Action on Memorandum of Understanding between the City of Waterloo and the Illinois Fraternal Order of Police (FOP).
Motion made by Alderman Hopkins and seconded by Alderman Frederick to approve a Memorandum of Understanding between the City of Waterloo and the Illinois Fraternal Order of Police (FOP). Motion passed unanimously with Aldermen Hopkins, Trantham, Frederick, Koerber, Heller, Notheisen and Thomas voting yea.
 - E. Consideration and Action on Raffle License Request from Kickin' Cancer for Alycia for a Raffle to be Held on October 13, 2013 at J.V.'s
Motion made by Alderman Koerber and seconded by Alderman Heller to approve the Raffle License Request from Kickin' Cancer for Alycia for a raffle to be held on October 13, 2013 at J.V.'s. Mayor Smith stated Alycia (Schreder) is the daughter of Kelly & Homer Schreder. Motion passed unanimously with Aldermen Koerber, Heller, Notheisen, Thomas, Hopkins, Trantham and Frederick voting yea.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.

Alderman Hopkins reminded the Council of the annual rival football game between Columbia and Waterloo this Friday, 9-6-13 @ 7 p.m. in Waterloo.

Alderman Notheisen inquired as to the receipt of the billing from the FERK attorney: Shawn stated some billing has been received.

Mayor Smith congratulated the Waterloo Republic Times on their new location on Mill Street.
14. Motion to Adjourn.
Motion made by Alderman Heller seconded by Alderman Notheisen to adjourn. Motion passed by unanimous voice vote. Mayor Smith adjourned the meeting at 7:45 p.m.

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2012-2013 ACTUAL AMOUNT	2013-2014 BUDGETED AMOUNT	% INCREASE/ DECREASE	2012 AUG	2013 AUG	% INCREASE/ DECREASE	2012-2013 FISCAL YTD	2013-2014 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	9,682,971.44	10,085,000.00	4.15%	1,096,804.31	875,116.42	-20.21%	3,294,398.33	3,077,371.83	-6.59%
ELEC TAX	248,745.55			29,776.10	22,950.16	-22.92%	90,509.35	82,042.37	-9.35%
ELECT MISC.	396,224.00	140,800.00	-64.46%	11,095.00	11,456.00	3.25%	178,981.00	57,586.00	-67.83%
SUBTOTAL	10,327,940.99	10,225,800.00	-0.99%	1,137,675.41	909,522.58	-20.05%	3,563,888.68	3,217,000.20	-9.73%
BEGINNING UNAPPLIED	340,615.83			38,501.07	30,971.02		107,387.34	96,226.59	-10.39%
UNAPPLIED CASH REC'D	126,568.31			7,918.36	3,871.50	-51.11%	56,337.71	34,009.83	-39.63%
UNAPPLIED DISBURSED	128,619.39			19,166.04	14,839.77	-22.57%	42,074.42	24,946.10	-40.71%
ENDING UNAPPLIED	338,564.75			27,253.39	20,002.75		121,650.63	105,290.32	-13.45%
GAS SALES	2,467,894.48	2,820,000.00	14.27%	93,333.98	96,255.69	3.13%	532,169.85	809,469.04	52.11%
GAS TAX	63,882.48			1,748.91	1,770.34	1.23%	10,643.09	19,506.70	83.28%
GAS MISC.	115,025.00	39,050.00	-66.05%	3,199.00	292.00	-90.87%	64,648.00	9,288.00	-85.63%
SUBTOTAL	2,646,801.96	2,859,050.00	8.02%	98,281.89	98,318.03	0.04%	607,460.94	838,263.74	37.99%
WATER SALES	2,171,244.98	2,276,500.00	4.85%	220,578.53	172,086.67	-21.98%	766,448.52	678,453.44	-11.48%
WATER MISC.	116,092.00	53,300.00	-54.09%	4,273.00	1,973.00	-53.83%	27,652.00	20,568.00	-25.62%
SUBTOTAL	2,287,336.98	2,329,800.00	1.86%	224,851.53	174,059.67	-22.59%	794,100.52	699,021.44	-11.97%
SEWER SALES	1,707,837.56	1,796,000.00	5.16%	168,246.50	132,747.63	-21.10%	593,794.08	536,071.42	-9.72%
SEWER MISC.	96,384.00	82,800.00	-14.09%	8,523.00	5,094.00	-40.23%	21,507.00	38,846.00	80.62%
SUBTOTAL	1,804,221.56	1,878,800.00	4.13%	176,769.50	137,841.63	-22.02%	615,301.08	574,917.42	-6.56%
CITY TAX	500,083.51	499,300.00	-0.16%	45,768.94	36,884.42	-19.41%	155,455.32	156,361.35	0.58%
MISC.	37,736.00	27,500.00	-27.13%	4,819.00	836.00	-82.65%	14,639.00	6,023.00	-58.86%
SUBTOTAL	537,819.51	526,800.00	-2.05%	50,587.94	37,720.42	-25.44%	170,094.32	162,384.35	-4.53%
REFUSE FEE	613,526.14	662,750.00	8.02%	51,050.00	51,447.03	0.78%	203,704.22	213,051.52	4.59%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	79,608.00	75,000.00	-5.79%	5,895.00	6,184.00	4.90%	25,579.00	30,685.00	19.96%
PERMITS	82,447.00	65,000.00	-21.16%	5,831.00	3,018.00	-48.24%	35,399.00	19,630.00	-44.55%
INSPECTION FEES	19,975.00	20,000.00	0.13%	2,450.00	2,100.00	-14.29%	8,525.00	6,975.00	-18.18%
FRANCHISE FEES	96,702.00	96,000.00	-0.73%	-	-		25,780.00	15,783.00	-38.78%
LIQUOR LICENSE	5,824.00	6,000.00	3.02%	-	-		5,620.00	5,810.00	3.38%
INFRASTRUCTURE FEE	349,208.00	350,000.00	0.23%	29,556.00	27,246.00	-7.82%	118,719.00	111,769.00	-5.85%
HOTEL/MOTEL TAX	14,475.00	15,000.00	3.63%	251.00	2,509.00	899.60%	2,796.00	7,351.00	162.91%
MISC.	190,736.00	83,020.00	-56.47%	4,234.00	29,474.00	596.13%	28,264.00	36,344.00	28.59%
REPLACEMENT TAX	52,361.00	49,000.00	-6.42%	1,219.00	1,170.00	-4.02%	19,120.00	23,736.00	24.14%
COUNTY TAX	385,128.00	395,150.00	2.60%	-	88,283.00		-	88,283.00	
SALES TAX	2,135,110.00	2,100,000.00	-1.64%	185,149.00	189,453.00	2.32%	708,384.00	696,947.00	-1.61%
BUSINESS DISTRICT TAX	60,418.00	60,000.00	-0.69%	5,294.00	5,100.00	-3.66%	19,783.00	19,429.00	-1.79%
VIDEO GAMING	560.00	6,000.00	971.43%	-	764.00		-	2,432.00	
INCOME TAX	1,190,265.00	1,095,000.00	-8.00%	135,589.00	68,940.00	-49.16%	463,095.00	415,195.00	-10.34%
SUBTOTAL	5,276,343.14	5,077,920.00	-3.76%	426,518.00	475,688.03	11.53%	1,664,768.22	1,693,420.52	1.72%
MOTOR FUEL TAX	290,173.00	241,000.00	-16.95%	20,885.00	20,085.00	-3.83%	79,021.00	79,029.00	0.01%
MISC	1,687.00	1,300.00	-22.94%	94.00	22.00	-76.60%	939.00	133.00	-85.84%
SUBTOTAL	291,860.00	242,300.00	-16.98%	20,979.00	20,107.00	-4.16%	79,960.00	79,162.00	-1.00%
UTILITY DEPOSITS	110,200.00	-		15,300.00	12,300.00	-19.61%	42,300.00	37,200.00	-12.06%
TOTAL DEPOSITS	23,409,092.45	23,140,470.00	-1.15%	2,158,881.63	1,869,428.86	-13.41%	7,594,211.47	7,335,379.50	-3.41%



CITY OFFICES
100 West Fourth Street
Waterloo, Illinois 62298
(618) 939-8600

Thomas G. Smith, Mayor
Barbara Pace, Clerk
Brad A. Papenberg, Treasurer

September 16, 2013

To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the August 31, 2013 Treasurer's Report for the City of Waterloo.

I welcome any questions or comments you may have about this report. I can be reached at State Bank of Waterloo weekdays from 8:00 AM – 5:00 PM. The phone number is 618-939-7194.

Sincerely,

A handwritten signature in black ink that reads "Brad A. Papenberg". The signature is written in a cursive style with a large, prominent "B" and "P".

Brad A Papenberg
City Treasurer

TREASURER'S REPORT
CITY OF WATERLOO
For the month ending
August 31, 2013

<u>CHECKING ACCOUNT</u>	<u>BEGINNING BALANCE</u>	<u>RECEIPTS</u>	<u>DISBURSEMENTS</u>	<u>ENDING BALANCE</u>
Petty Cash	\$ 497.98			\$ 497.98
Utility Deposit	44,362.82	12,491.67	11,825.00	45,029.49
General Fund	(402,769.79)	1,430,599.61	870,505.11	157,324.71
Motor Fuel Tax	16,113.28	50,014.35	19,568.85	46,558.78
Water Fund	383,447.09	178,994.15	239,553.70	322,887.54
Sewer Fund	240,998.44	142,108.72	134,180.73	248,926.43
Gas Fund	616,479.69	103,367.14	211,696.59	508,150.24
Electric Fund	238,806.81	917,141.76	955,545.68	200,402.89
Capital Improvements	47,877.61	39,873.53	11.98	87,739.16
D.A.R.E.	1,345.59			1,345.59
Interest	4,470.21	1,232.60		5,702.81
Hotel/Motel Tax	85,536.87	2,509.30	785.00	87,261.17
TOTALS:	\$1,277,166.60	\$2,878,332.83	\$2,443,672.64	\$1,711,826.79

INVESTED FUNDS

Capital Improvements	\$ 2,012,801.65		1,269.97	\$ 2,011,531.68
Electric	3,001,205.28	378.38	768.60	3,000,815.06
IPTIP - E-Pay Utility Bills	103.34	6,336.05	6,432.04	7.35
Farm Account Income	62,533.32	10.62		62,543.94
Gas	3,018,370.32		1,904.43	3,016,465.89
General Fund	7,307,747.34	292,650.22	1,000,000.00	6,600,397.56
Motor Fuel	634,293.04	20,092.57	50,000.00	604,385.61
Pension Reserve	250,207.60	56.55		250,264.15
Sewer	1,256,405.45		792.73	1,255,612.72
Utility Deposits	300,000.00			300,000.00
Water	2,308,482.29		1,456.54	2,307,025.75
Total Invested Funds:	\$20,152,149.63	\$319,524.39	\$1,062,624.31	\$19,409,049.71
Total All City Funds:	\$21,429,316.23	\$3,197,857.22	\$3,506,296.95	\$21,120,876.50

Respectfully Submitted



Brad A Papenberg
City Treasurer

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Re-Appointment of Mr. Robert Buettner to the Planning Commission for a Three-
Year Term to Expire 09-01-16.

4. Submittal date: 09-10-13

Submitted by:
Mayor Tom Smith

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1651 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Sections 38-1-15(F)(3), 38-2-11(A) and 38-4-10 Regarding Meter Testing.

4. Submittal date: 09-10-13

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

5. Matter to be placed on agenda for meeting date requested.
 Matter to be placed on agenda for meeting to be held on
 Matter referred to


Mayor

ORDINANCE NO. 1651

AN ORDINANCE AMENDING THE REVISED CODE OF ORDINANCES OF THE CITY OF WATERLOO, ILLINOIS, CHAPTER 38 UTILITY SYSTEMS, SECTIONS 38-1-15(F)(3), 38-2-11(A) AND 38-4-10 REGARDING METER TESTING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, ILLINOIS AS FOLLOWS:

SECTION ONE. Section 38-1-15(F)(3) of Chapter 38 Utility Systems, Article I Electrical Systems, of the City Code of the City of Waterloo, Illinois is hereby amended to read as follows:

38-1-15 BILLING FOR SERVICE.

(F) *Failure of meters to register properly.*

- (3) Any Electric Department meter shall be taken out of service and tested upon complaint of the customer upon payment of a fee of \$225. If, upon test, the meter is not within the previously stated tolerance, it shall be repaired or replaced and the testing fee returned to the customer.

SECTION TWO. Section 38-2-11(A) of Chapter 38 Utility Systems, Article II Gas System, of the City Code of the City of Waterloo, Illinois is hereby amended to read as follows:

38-2-11 TEST OF METERS.

- (A) Any consumer may request the city to make a test of the accuracy of the meter then in use on their premises. In case a consumer requests an accuracy test of a meter, the consumer shall be required to deposit with the city the sum of \$600 for a meter having a capacity of 415 cfh or less. Larger meters shall be tested at actual cost of the work.

SECTION THREE. Section 38-4-10 of Chapter 38 Utility Systems, Article IV Water Code, of the City Code of the City of Waterloo, Illinois is hereby amended to read as follows:

38-4-10 METERS TESTED BY REQUEST; DEPOSIT.

A customer may request a meter to be tested for accuracy, which test will be made by a meter shop in accordance with the standard regulations for meter testing as prescribed by the Illinois Commerce Commission for Public Utilities. Each request for the test of a meter for accuracy shall be accompanied by a deposit of \$225 for residential meters and actual cost of any meter one inch or larger. If the meter so tested shall be found to be accurate, the deposit shall be retained by the Water Department as compensation for such test. If the error in registration is found to be more than that permitted, not in the customer's favor, then the cost of the test shall be borne by the Water Department and the amount of the deposit shall be returned to the customer. The customer's bill shall be adjusted in accordance with the result of the tests if error is established.

SECTION FOUR. All ordinances or parts thereof, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION FIVE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 16th day of September, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 16th day of September, 2013.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, filed in my office, and published in pamphlet form this 17th day of September, 2013.

BARBARA PACE, City Clerk
City of Waterloo, Illinois

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1652 Amending the Revised Code of Ordinances of the City of Waterloo, Illinois, Chapter 38 Utility Systems, Article III Sewers, Section 38-3-31(A) Regarding Grease Interceptors.

4. Submittal date: 09-10-13

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor

ORDINANCE NO. 1652

AN ORDINANCE AMENDING THE REVISED CODE OF ORDINANCES OF THE CITY OF WATERLOO, ILLINOIS, CHAPTER 38 UTILITY SYSTEMS, ARTICLE III SEWERS, SECTION 38-3-31(A) REGARDING GREASE INTERCEPTORS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, ILLINOIS AS FOLLOWS:

SECTION ONE. Section 38-3-31(A) of Chapter 38 Utility Systems, Article III Sewers, of the City Code of the City of Waterloo, Illinois is hereby amended to read as follows:

38-3-31 GREASE, OIL, GASOLINE AND FLAMMABLE LIQUID INTERCEPTORS.

- (A) Grease, oil, gasoline and flammable liquid interceptors shall be provided when in the opinion of the Plumbing Inspector/Director of Public Works, they are necessary for the proper handling of liquid waste containing grease, oil, gasoline, or other flammable or hazardous materials in excessive amounts and/or as required by state or federal regulations. Section 38-3-29 prohibits toxic, poisonous materials or oils, whether emulsified or not, in excess of 100 mg/l, or containing substances which may solidify or become viscous at temperatures between 32°F and 150°F. The Illinois State Plumbing Code, 77 Illinois Administrative Code § 890.510 contains requirements relative to grease interceptor requirements. The city's grease interceptor (trap) requirements shall take precedence over the Illinois Public Health requirements when more restrictive. In all new construction and remodeling in which a grease interceptor with a capacity of no less than 1,000 gallons placed outside of the building no closer than five feet from the wall of the building shall be approved. If physical limitations prohibit installation of a 1,000 gallon grease interceptor, then the Plumbing Inspector/Director of Public Works may permit a 250 gallon interceptor if the Plumbing Inspector/Director of Public Works believes that there are adequate safeguards in place to prevent grease from entering the sewer system. Grease interceptors may only be placed inside a building in the event of a remodel of a building for which there is no space available outside of the building for a grease interceptor, or where the expected use of the property is that of a restaurant that will not cook food, but serve only prepared foods that will produce so little grease as to not require an exterior grease interceptor as determined by the Plumbing Inspector/Director of Public Works. In the event that the use of the property becomes such that an exterior grease interceptor is needed, the Plumbing Inspector/Director of Public Works may order that an exterior grease interceptor be placed on the property. All interior grease traps shall be Plumbing Drainage Institute approved with a solid waste interceptor located before the grease trap. Effective January 1, 2014, all grease interceptors must be cleaned out no less than once a

year, or when 25 percent of the total volume is a combination of grease and solids. Documentation of said cleanouts shall be readily available at all times for inspection by both the City of Waterloo and the Monroe County Health Department.

SECTION TWO. All ordinances or parts thereof, in conflict with the provisions of this ordinance, are hereby repealed to the extent of such conflict.

SECTION THREE. This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED this 16th day of September, 2013, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 16th day of September, 2013.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, filed in my office, and published in pamphlet form this 17th day of September, 2013.

BARBARA PACE, City Clerk
City of Waterloo, Illinois

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Raffle License Request from the Mary and Martha
Society for a Raffle to be held on February 23, 2014 at the SS Peter and Paul
School Gym.

4. Submittal date: 08-30-13

Submitted by:
Mary K. Miller, President
Mary and Martha Society

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor



CITY OFFICES
100 West Fourth Street
Waterloo, Illinois 62298
618.939.8600

Thomas G. Smith, Mayor

APPLICATION FOR RAFFLE LICENSE

License No.	<u>352</u>
Date	<u>4-16-13</u>
Fee	<u>\$5.00</u>

Organization Name:

Mary and Martha Society

Address:

204 W. Mill Street, Waterloo, IL 62298

Type of Organization:

Religious

Length of Existence of Organization:

50+ years

If organization is incorporated, what is the date and state of incorporation?

Date:

State:

List organization's presiding officer, secretary, raffle manager, and any other members responsible for the conduct and operation of the raffle:

PRESIDENT:

Mary K. Miller

Address:

7700 Forest Hills Lane, Waterloo, IL 62298

Phone #:

618 - 939 - 3244

SECRETARY:

Diane Guttman



CITY OFFICES
100 West Fourth Street
Waterloo, Illinois 62298
618.939.8600

Thomas G. Smith, Mayor

Address:

100 Lincoln Drive, Waterloo, IL 62298

Phone #:

(618) 939-6456

RAFFLE MANAGER:

Carol Postlewait

Address:

316 Druscilla Lane, Waterloo, IL 62298

Phone #:

(618) 939-8930

This is a request for a single raffle license

This is a request for a multiple raffle license

If a multiple raffle license is requested, list on Exhibit 1, as attached, the date, time, and location for each raffle to be held within a one (1) year period of time from the date of the issuance of the license.

Aggregate Retail Value of Prizes	Fee
Less than \$500	\$5
\$500 or more, but less than \$1,000	\$15
\$1,000 or more, but less than \$10,000	\$25
\$10,000 or more, but less than \$100,000	\$35
More than \$100,000	\$50

The Application Fee is nonrefundable even if the application is denied by the Waterloo City Council.



CITY OFFICES
100 West Fourth Street
Waterloo, Illinois 62298
618.939.8600

Thomas G. Smith, Mayor

The Aggregate retail value of all prizes to be awarded: \$ 475.00

Maximum retail value of each prize to be awarded: \$ 275.00

Maximum price charged for each raffle chance issued or sold: \$ 1.00

Maximum number of raffle chances to be issued or sold: # 2000

The area or areas in which raffle chances will be issued or sold: Monroe County, Illinois

Time period in which raffle chances will be issued or sold: 10/12/13 through 2/23/14

The date, time, and location at which winning chances will be determined: 2/23/14 Date, 4 pm Time, St Peter & Paul School Gym Location

SWORN STATEMENT

The following officers attest to the not-for-profit character of the applicant organization.

Mary and Martha Society Name of Organization

Dated this 30 day of August, 20 13.

Mary K Miller PRESIDING OFFICER

Diane Suttman SECRETARY

STATE OF Illinois)) SS.
COUNTY OF Monroe))

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Agreement between Ameren Illinois, the IMEA and the City of Waterloo for Construction of a 34.5 kV Switching Station.

4. Submittal date: 09-10-13

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor

AMEREN ILLINOIS COMPANY

MISO Service Agreement No. _____

CONSTRUCTION AGREEMENT

By and Between

AMEREN ILLINOIS COMPANY

and

ILLINOIS MUNICIPAL ELECTRIC AGENCY

and

CITY OF WATERLOO, ILLINOIS

Dated: _____, 2013

CONNECTION CONSTRUCTION AGREEMENT
Ameren – IMEA/Waterloo: 34.5 kV Ring Bus Connection

This Construction Agreement (“Agreement”) is entered into as of _____, 2013, by and between Ameren Illinois Company d/b/a Ameren Illinois, a corporation organized and existing under the laws of the State of Illinois (“Owner”), and Illinois Municipal Electric Agency (“IMEA”) together with the City of Waterloo (“Waterloo”), jointly referred to as (“Customer”). Customer and Owner may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner owns electric facilities and is engaged in transmission and distribution of electric power and energy; and

WHEREAS, Owner has determined as per the results of a study that a new 34.5 kV ring bus (“Waterloo Switching Station”) should be constructed in the Waterloo, Illinois area to provide electric distribution capacity to accommodate projected load growth in the area (as detailed in Exhibit A, Facilities to Be Installed); and

WHEREAS, the Parties have determined that there would be benefits to both Customer and Owner’s respective distribution systems to connect the Parties’ distribution systems at the new Waterloo Switching Station; and

WHEREAS, the facilities that Owner would install to connect its system with Waterloo’s distribution system will require a relocation of the existing Waterloo delivery point (“Existing Waterloo Delivery Point”) to a point of connection on the new 34.5 kV ring bus (“New Waterloo Delivery Point”); and

WHEREAS, Customer intends to construct and own a new 34.5 kV line to connect its existing Waterloo Tie-Breaker Station to the new 34.5 kV ring bus; and

WHEREAS, Customer has agreed with Owner that it be assigned the full cost responsibility of the dedicated tap-related facilities to be installed by Owner to accommodate Waterloo’s connection to the 34.5 kV ring bus (“Dedicated Tap-Related Connection Facilities”), as well as being charged its load ratio share of the costs associated with the non-dedicated tap-related facilities (“Distribution Connection Facilities”) to be installed by Owner (collectively referred to as the “Modifications” or “Owner’s Built Facilities”), described in Exhibit A hereto; and

WHEREAS, Customer and Owner have agreed to enter into this Agreement for the purpose of facilitating construction of the Modifications.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, it is agreed:

ARTICLE 1 DEFINITIONS

Wherever used in this Agreement with initial capitalization, the following terms shall have the meanings specified or referred to in this Article 1.

- 1.1 **“FERC”** shall mean the Federal Energy Regulatory Commission or its successor.
- 1.2 **“Force Majeure”** shall mean any cause beyond the reasonable control of and without fault or negligence of the Party claiming Force Majeure, including but not limited to acts of God, strike, flood, earthquake, storm, fire, lightning, explosion, epidemic, war, riot, civil disturbance, sabotage, changes in Applicable Laws and Regulations or a binding order of any court, legislative body or Governmental Authority subsequent to the date hereof, and action or inaction by any Governmental Authority which, in any of the foregoing cases, by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of due diligence, it is unable to overcome. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.
- 1.3 **“Good Utility Practice”** shall mean any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a Party in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result in a good faith, nondiscriminatory manner and at a reasonable cost consistent with good business practices, reliability, safety and expedition, giving due regard to the requirements of governmental agencies having jurisdiction. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather includes all acceptable practices, methods, or acts generally accepted in the region as they may be applicable to the Parties as system operators.
- 1.4 **“Governmental/Regulatory Authority”** shall mean any federal, state, local, or other governmental agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, arbitrating body, or other governmental authority having jurisdiction over a Party; provided, however, that neither Customer nor any of its Members shall be considered a Governmental Authority for purposes of this Agreement.
- 1.5 **“MISO”** shall mean the Midcontinent Independent System Operator, Inc., or any successor entity(ies) that is responsible for functional control of the operation of part or all of the Ameren Illinois transmission facilities, or any successor entity(ies).
- 1.6 **“NERC”** shall mean the North American Electric Reliability Corporation or its successor.
- 1.7 **“Reasonable Efforts”** shall mean, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good

Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

- 1.8 **“Regulatory Requirements”** shall mean any FERC policies including NERC reliability standards or any applicable regional reliability standards or requirements and the MISO or Governmental/Regulatory Authority having jurisdiction over the Parties with regard to the subject matter of this Agreement, or any successor to any of these.
- 1.9 **“WDS”** shall mean Wholesale Distribution Service provided by Owner to Customer pursuant to the WDS Agreement.
- 1.10 **“WDS Agreement”** shall mean the agreement for provision of Wholesale Distribution Service between Owner and Customer on file with FERC and in effect.

ARTICLE 2 TERM OF AGREEMENT AND REGULATORY APPROVAL

- 2.1 **Effective Date.** Subject to required regulatory authorizations, including, without limitation, acceptance by the Federal Energy Regulatory Commission (“FERC”) under Section 205 of the Federal Power Act, this Agreement shall be effective as of the date of execution of this Agreement, or such other date as it is permitted to become effective by the FERC (“Effective Date”).
- 2.2 **Term and Termination.** This Agreement shall continue in full force and effect until the date upon which the Modifications have been completed and each Party has complied with all provisions of this Agreement and all laws and regulations applicable to it. The Parties may terminate this Agreement in advance of that date only by mutual consent or pursuant to Article 8, subject to the FERC authorization referenced in Section 2.3.
- 2.3 **Regulatory Filings.** Owner shall tender this Agreement to FERC for filing. Customer shall reasonably cooperate with Owner with respect to such filing and shall provide any information, including the filing of testimony, reasonably requested by the FERC to comply with applicable Regulatory Requirements. No termination, or any partial termination hereunder, shall become effective until the terminating Party (or the Parties jointly) tender(s) to FERC any amendment or any other required notification of termination of this Agreement and obtains such acceptance thereof by FERC as may be necessary to comply with applicable Regulatory Requirements.
- 2.4 **No Admissions or Precedent.** This Agreement, and the Parties’ performance of their obligations hereunder, are the result of compromise and neither the Agreement nor the Parties’ performance hereunder shall be deemed to be an admission of any fact or of any responsibility as it relates to any other distribution facilities’ connection project. This Agreement shall be binding on the Parties only with respect to the project that is the

subject matter hereof, and shall not bind the Parties to apply the principles or provisions of this Agreement to any other agreement, arrangement, or proceeding. The Agreement establishes no principles and no precedent with respect to any issue concerning future projects or in any proceeding brought in connection with future projects.

ARTICLE 3 PURPOSE AND SCOPE

- 3.1 Purpose.** The purpose of this Agreement is to set forth the terms and conditions for the construction of and financial obligations associated with certain Modifications to the Ameren Illinois distribution system required for the additional facilities to connect the Waterloo distribution system and the resulting relocation of Customer's Existing Waterloo Delivery Point to Owner's new 34.5 kV ring bus, to be designated "New Waterloo Delivery Point".
- 3.2 Transmission Arrangements.** Transmission service does not fall within the scope of this Agreement. Each Party shall be responsible for making any and all arrangements for transmission service with the MISO under the Tariff.
- 3.3 Wholesale Distribution Service.** The provision of WDS shall be governed by Schedule 11 of the Midwest ISO Tariff and the WDS Agreement in effect between the Parties, as it may be amended from time to time.
- 3.4 Costs of Connection Facilities.** In the event that Customer makes one or more lump sum payments to Owner in connection with Dedicated Tap-Related Facilities under this Agreement, such payment shall be considered a Contribution in Aid of Construction ("CIAC"), and Owner and its affiliates shall not charge Customer for the facilities or include the costs of such facilities in any assessment of any charge against Customer through any other charge under any other tariff, policy or agreement. Furthermore, the Distribution Connection Facilities described on Exhibit A shall be considered part of the South 34.5 kV ADS and Owner and its affiliates shall charge Customer for such facilities only as provided for in Article 5 of this Agreement.

ARTICLE 4 CONSTRUCTION AND SECURITY

- 4.1 Modifications.** Owner has determined that relocation of Customer's Existing Waterloo Delivery Point to the New Waterloo Delivery Point will require the construction of certain facilities on the Ameren Illinois distribution system, which are described in Exhibit A (the Modifications), attached hereto and incorporated herein by reference. Owner agrees to exercise Reasonable Efforts to design, engineer, construct, install and place in service (the "Design and Construction Process") the Modifications in accordance with the schedule outlined in Exhibit A.

In addition, in conjunction with the installation of facilities for the New Waterloo Delivery Point, Customer will remove from service its Switch 3300, through which Waterloo currently receives service from Owner's Line 3338. Owner will remove from

service any relevant local associated facilities owned by Ameren. Upon completion of the removal of these facilities, Waterloo will no longer have an ability to be served from Owner's Line 3338, and Customer's sole connection to Owner will be from the New Waterloo Delivery Point.

ARTICLE 5 COSTS AND PAYMENTS

5.1 Charges for Distribution Connection Facilities. Customer acknowledges and agrees that the costs Owner incurs in connection with the Customer's load ratio share of the Distribution Connection Facilities portion of the Modifications will be recovered, likely over a period of years, through an additional charge for WDS under this Agreement until a non-appealable FERC Final Order is issued in Consolidated Docket Nos. ER11-2777-000 et al. ("FERC Final Order") Thereafter, Owner will recover such costs through an amendment to the WDS Agreement until new superseding WDS rates take effect. Customer agrees that Owner may bill Customer for such charges under this Agreement beginning in the month following the in-service date of the Modifications until a FERC Final Order is issued in Consolidated Docket Nos. ER11-2777-000 et al, and thereafter through an amendment to the WDS Agreement until new superseding WDS rates take effect.

The monthly charge for Customer's load ratio share of the Distribution Connection Facilities ("Fixed Charge") shall be shown on Customer's bill as a separate line item and shall remain in effect until such facilities are included in the computation of a revised WDS facilities charge, to be placed into effect after the Company's updated cost of service study is accepted by the FERC so as to supersede the charge finally determined in Consolidated Docket Nos. ER11-2777-000 et al. At such time, the Fixed Charge per month will cease and no longer appear on Customer's monthly bill.

Customer's Fixed Charge shall be determined in accordance with the following formula:

$$FC = ((DCF \times LRS) \times FCR) / 12$$

Where:

FC = Fixed Charge per month applicable to Customer for DCF.

DCF = Distribution Connection Facilities are those applicable new, modified and/or replacement facilities added to the Ameren area distribution system and/or other facilities connecting the delivery point to the area distribution system to accommodate electrical service requirements of Customer. The installed costs of such facilities shall exclude any Dedicated Tap-Related Connection Facilities paid for on a lump sum basis. Until such time as a FERC Final Order is issued in Consolidated Docket Nos. ER11-2777-000 et al, Ameren and Customer agree to use the test year values of typical costs per mile of line subject to adjustment, if any, determined in accordance with the Administrative Law Judge's ("ALJ") Initial Decision dated November 20, 2012 in said proceeding, with such

values modified per the FERC Final Order. The resulting Final Order adjustments, if any, and the resulting Fixed Charge amounts, shall result in refunds or surcharges, plus interest.

LRS = Load Ratio Share (“LRS”) of the relevant Area Distribution System (“ADS”) for Customer shall be based on the test year LRS from the most recent WDS rate case (in this case the pending WDS rate case in Consolidated Docket Nos. ER11-2777-000 et al), in order to equitably allocate the costs of DCF between Customer and all other retail and wholesale customer loads within the ADS.

FCR = Annual Fixed Carrying Charge Rate as set forth in the Final Order issued by FERC in the most recent WDS Rate Case. The FCR value may be based on a gross plant value, a net plant value, or some combination of the two as determined in such Final Order. Until such time as a FERC Final Order is issued in Consolidated Docket Nos. ER11-2777-000 et al, Owner and Customer agree to use the test year values, subject to adjustment, if any, determined in accordance with the ALJ's Initial Decision dated November 20, 2012 in said proceeding, with such values modified per the FERC Final Order. Owner’s calculation of the FCR based on its interpretation of the ALJ’s Initial Decision is 14.96%. Customer’s calculation of the FCR based on its interpretation of the ALJ’s Initial Decision is 13.94%. For purposes of this Agreement only, and without making any waivers with respect to the proper interpretation or calculation, the Parties agree to use 14.45% as the temporary FCR until the Final Order is entered. The difference between the temporary FCR and the proper FCR resulting from the Final Order in Consolidated Docket Nos. ER11-2777-000 et al. or any Final Order following any protest of a compliance filing made in response thereto shall result in refunds or surcharges, plus interest.

5.2 Delivery Point Facilities Charges. An estimate of the costs of the Dedicated Tap-Related Connection Facilities associated with the New Waterloo Delivery Point (“New Waterloo Delivery Point Facilities”) is shown on Exhibit A. Customer shall pay Owner for Owner's actual labor and material costs reasonably incurred, including overheads and tax gross up (“Final Costs”) associated with the Dedicated Tap-Related Connection Facilities. Customer understands that Owner’s estimate is non-binding and that Customer will pay the actual costs and charges reasonably incurred consistent with this Section. Customer shall provide a Purchase Order (document issued by Customer authorizing Owner to proceed with project on the basis of the estimated costs, and indicating a commitment to pay Owner the Final Costs of the project) in the amount of the estimate to Ameren’s contact person, identified in Article 10, Notices, within 30 days of the Effective Date of this Agreement. Final Costs will be invoiced at the completion of the project and Customer agrees to make a lump sum payment in the amount invoiced within 30 days of receipt of such invoice.

Ongoing costs of maintenance of the Dedicated Tap-Related Connection Facilities shall be billed to Customer as reasonably incurred by Owner. If in the future such facilities require replacement, Customer shall be responsible to Owner for any reasonable replacement costs. Also, if in the future Customer requests that the New Waterloo Delivery Point Facilities be removed, Customer will be responsible to Owner for

Owner's actual costs reasonably incurred for such removal. Upon receipt by Owner of payment by Customer for removal of the New Waterloo Delivery Point Facilities, Customer shall have no further obligation as to the cost associated with such facilities.

- 5.3 Metering Charges.** Charges for metering associated with the New Waterloo Delivery Point shall be in accordance with the metering terms of the currently effective WDS Agreement, or of any successor agreement, and shall be billed monthly pursuant to this Agreement or through an amendment to the WDS Agreement as prescribed above. . Although the Existing Waterloo Delivery Point will be relocated to the New Waterloo Delivery Point at the Waterloo Switching Station, all equipment associated with metering will remain at the existing Waterloo Tie-Breaker Station located at Highway 3 & Illinois Street. It is not anticipated that there will be a need to adjust meter readings for any losses specifically due to the additional distance between the New Waterloo Delivery Point and the existing location of the metering. However, the Parties agree to cooperate to achieve a mutually satisfactory resolution to any issues that may arise in the future due to this arrangement. Since there is no change in the metering and associated equipment, nor in location of such equipment, the amount of the monthly charges for metering equipment for the New Waterloo Delivery Point will be unaffected by this project.

ARTICLE 6 FORCE MAJEURE

- 6.1** Except for obligations to make any payments under this Agreement and to comply with the provisions of Article 5, the Parties shall be excused from performing their respective obligations under this Agreement and shall not be liable in damages or otherwise if and to the extent that they are unable to so perform or are prevented from performing by a Force Majeure, provided that:
- (a) the non-performing Party, as promptly as practicable after the Party reasonably determines that a Force Majeure event has occurred and such Force Majeure event will adversely impact the Party's ability to perform its obligations hereunder, gives the other Party written notice describing the particulars of the occurrence, including a reasonable estimation of the Force Majeure's expected duration and the probable impact on the performance of the non-performing Party's obligations hereunder;
 - (b) the suspension of performance is of no greater scope and of no longer duration than is reasonably required by the Force Majeure;
 - (c) the non-performing Party uses all Reasonable Efforts to remedy its inability to perform; and
 - (d) as soon as the non-performing Party is able to resume performance of its obligations excused as a result of the occurrence, it gives prompt written notification thereof to the other Party.

ARTICLE 7
LIABILITY AND INDEMNIFICATION

- 7.1 LIMITATION ON DAMAGES.** UNDER NO CIRCUMSTANCE SHALL EITHER PARTY OR THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY OF THEM, BE LIABLE TO THE OTHER PARTY, WHETHER IN TORT, CONTRACT OR OTHERWISE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, EXCEPT TO THE EXTENT THE PARTY AND/OR ITS RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS IS LIABLE TO A THIRD PARTY FOR SUCH DAMAGES. THE PARTIES' LIABILITY HEREUNDER SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES (INCLUDING DAMAGES DESCRIBED IN THE PRECEDING SENTENCE FOR WHICH A PARTY IS LIABLE TO A THIRD PARTY), AND ALL OTHER DAMAGES ARE EXCLUDED WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- 7.2 Indemnification.** The Parties shall indemnify, defend and hold harmless each other (and their respective directors, members, officers, employees, and agents) for any Third-Party Claims arising from the indemnifying Party's negligence or willful misconduct, or the negligence or willful misconduct of the indemnifying Party's employees, agents, suppliers, affiliates, contractors or subcontractors in connection with the performance of this Agreement. "Third Party Claims" means all claims, demands, losses, costs, expenses, damages (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, and punitive damages), judgments, actions, payments made in settlement, arbitration awards, and liabilities, including reasonable attorney's fees, arising out of death, bodily injury or property damage brought by any individual, entity, partnership, association, or Governmental Authority which is not a Party to the Agreement (each a "Third Party").
- 7.3 Survival.** The limitation of liability provided for, and the indemnification obligations of each Party under this Article, shall continue in full force and effect regardless of whether this Agreement has either expired or been terminated or canceled with respect to matters that arise during the effectiveness of the Agreement.

ARTICLE 8
BREACH, CURE AND DEFAULT, AND DISPOSITION OF FACILITIES UPON
TERMINATION

- 8.1 Breach.** A breach of this Agreement shall occur upon the failure by a Party or its affiliates, successors or assigns to perform any material term or condition of this Agreement.
- 8.2 Events of Breach.** A breach of this Agreement shall include:
- (a) The failure to comply with any material term or condition of this Agreement, including but not limited to any material breach of a representation, warranty or covenant made in this Agreement;
 - (b) If a Party or its affiliates, successors or assigns: (i) by decree of a court of competent jurisdiction, is adjudicated bankrupt or insolvent; (ii) files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or consents to the filing of any bankruptcy or reorganization petition against it under any similar law which is not dismissed within thirty (30) days; (iii) makes a general assignment for the benefit of its creditors; or (iv) consents to the appointment of a receiver, trustee or liquidator;
 - (c) Assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - (d) Failure of any Party or its affiliates, successors or assigns to provide such access rights, or a Party's attempt to revoke or terminate such access rights, as provided under this Agreement; or
 - (e) Failure of any Party or its affiliates, successors or assigns to provide information or data to another Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement or to satisfy Regulatory Requirements.
- 8.3 Cure and Default.**
- (a) A Party automatically will be deemed to be in "Default" of this Agreement upon the occurrence of any one of the events described in Sections 8.2(b)(i)-(iv) of the Agreement.
 - (b) Upon the occurrence of any event of breach other than those described in Section 8.2(b)(i)-(iv), any Party not in breach (hereinafter a "Non-Breaching Party"), when it becomes aware of any such breach, shall give written notice of the breach to the Breaching Party. Such notice shall set forth, in reasonable detail, the nature

of the breach, and where known and applicable, the steps necessary to cure such breach. Upon receiving written notice of the breach hereunder, the Breaching Party shall have thirty (30) days to cure such breach. If the breach is such that it cannot be cured within such thirty-day (30-day) time period, the Breaching Party will commence in good faith all steps as are reasonable and appropriate to cure the breach within such thirty-day (30-day) time period and thereafter diligently pursue such action to completion. In the event the Breaching Party fails to cure the breach, or to commence reasonable and appropriate steps to cure the breach, within such thirty-day (30-day) time period, the Breaching Party will be in "Default" of the Agreement.

- (c) Upon the occurrence of a Default, any Non-Breaching Party may, subject to the limitations contained in this Article 8, and subject to the FERC authorization referenced in Section 2.3, terminate this Agreement as to the Breaching Party by providing written notice of termination to the Breaching Party; provided that where a Default has been disputed by the Breaching Party, termination of this Agreement on account of such Default may not occur absent a final, binding and non-appealable decision by FERC, an arbitrator, or a court of competent authority having jurisdiction, making a determination of said Default.

8.4 Disposition of Facilities upon Termination.

- (a) Upon termination of this Agreement at the request of the Customer or through default by the Customer, unless otherwise agreed by the Parties in writing, Owner shall:
 - (i) prior to the construction and installation of any portion of the Owner's Built Facilities, to the extent possible, cancel any pending orders of, or return, such Facilities to the extent that such orders or Facilities are not required by Owner for other purposes;
 - (ii) unless otherwise determined by Owner to cause a safety issue, keep in place any portion of the Owner's Built Facilities already constructed and installed; and
 - (iii) perform such work as may be necessary to ensure the safety of persons and property and to preserve the integrity of Owner's transmission and distribution systems (e.g., construction demobilization, wind-up work).
- (b) Upon termination of this Agreement and submission of an itemized bill by Owner, Customer shall reimburse Owner within 30 days from the date of an Owner invoice in a single lump sum payment, for any costs reasonably incurred by Owner in performance of the actions required or permitted by Section 8.4(a) and for any costs reasonably incurred by Owner prior to the time of termination, including design, drafting, and engineering, for any portion of Owner's Built Facilities described in Exhibit A.

- (c) Upon termination of this Agreement and prior to the construction and installation of any portion of the Owner's Built Facilities, Owner may, at its option, retain any portion of such materials not cancelled or returned in accordance with Section 8.4(a), in which case Owner shall be responsible for all costs associated with procuring such materials. To the extent that Customer has already paid Owner for any or all of such costs, Owner shall refund such amounts, without interest, to Customer. If Owner elects to not retain any portion of such materials that it was not able to cancel or return, Owner shall convey and make available to Customer such materials as soon as practicable after Customer has made full payment for such materials.
- (d) Notwithstanding anything to the contrary, if this Agreement is terminated by the Owner for any reason not attributed to default by the Customer or as mutually agreed to in writing between the Owner and the Customer, the Customer shall not be liable for any costs incurred by the Owner in relation to or arising from this Agreement.

ARTICLE 9 DISPUTES

- 9.1 Submission.** Any claim or dispute, which either Party may have against the other, arising out of this Agreement, shall be submitted in writing to the other Party not later than the latter of sixty (60) days after the circumstances which gave rise to the claim or dispute have taken place or within sixty (60) days of discovery of such circumstances. The submission of any claim or dispute shall include a concise statement of the question or issue in dispute, together with relevant facts and documentation to fully support the claim.
- 9.2 Alternative Dispute Resolution.** If any such claim or dispute arises, the Parties shall use their best efforts to resolve the claim or dispute through good faith negotiation. Upon the failure of such negotiations, the parties may resolve the claim or dispute through mutually agreed to Alternative Dispute Resolution (“ADR”) techniques, which may, if both Parties consent, include arbitration before one neutral arbitrator conducted in accordance with the rules of the American Arbitration Association’s Commercial Arbitration Rules. All negotiations pursuant to these procedures for the resolution of Disputes will be confidential, and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and State Rules of Evidence.
- 9.3 Termination of ADR.** Notwithstanding the provisions of Section 9.2, either Party may bypass ADR altogether or terminate its participation in ADR during any stage of ADR prior to the entry of judgment upon the decision of an arbitrator and proceed to submit such claim or dispute for decision by a court or regulatory authority of competent jurisdiction.

ARTICLE 10
NOTICES

- 10.1** Any notice, authorization, invoice, or consent required or permitted under this Agreement will be deemed properly given if: (1) provided in writing and delivered in person; (2) delivered to a nationally recognized overnight courier service and properly addressed with the delivery charges prepaid; or (3) sent by electronic communication or facsimile, with conformation of successful transmission, to the intended recipient as follows:

To Owner:

B. Todd Masten
Ameren Illinois
200 West Washington Street
Springfield, IL 62701

With a copy to:

General Counsel
Ameren Services Company
1901 Chouteau Avenue
St. Louis, MO 63166

To Customer:

Mr. Kevin Gaden
President & CEO
Illinois Municipal Electric Agency
3400 Conifer Drive
Springfield, IL 62711

City Of Waterloo
Tom Smith, Mayor
100 W. Fourth St.
Waterloo, IL 62298

Any such notice or communication shall be deemed to have been given as of the date received. A Party may change its notice information by giving the other Parties notice in accordance with this Article.

ARTICLE 11
MISCELLANEOUS

- 11.1 Governing Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Illinois, without reference to its rules relating to choice of law, except to the extent preempted by the laws of the United States of America.

- 11.2 Relationship of Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement will be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to any of the Parties. Each Party will be individually responsible for its own covenants, obligations, and liabilities under this Agreement. Nothing in this Agreement will be construed to create a duty to, any standard of care with reference to, or any liability or inference of liability to a third party.
- 11.3 No Conflicting Agreement or Obligations.** Each Party represents and warrants that the execution of this Agreement, and the performance of its obligations under it, have been duly authorized and do not conflict with any other agreements or binding obligations applicable to it.
- 11.4 Assignment.** This Agreement will inure to the benefit of, and be binding upon, the Parties and their respective successors and assignees. Any Party may assign, transfer, or subcontract all or any part of its rights and obligations under this Agreement, provided that the Party whose rights and obligations have been assigned, transferred, or subcontracted will continue to have the primary responsibility for all of its obligations set forth in this Agreement unless relieved of its obligations by written consent of the other Party; and provided further that any person or business entity that takes ownership or control of all or substantially all of Customer's assets shall be required to take assignment of Customer's rights and obligations under this Agreement.
- 11.5 Recitals, Headings and Subtitles.** The recitals, headings, and subtitles in the Agreement are for the convenience of the Parties and are not to be used for its construction or interpretation.
- 11.6 Complete Agreement; Amendment.** This Agreement sets forth the entire agreement, and supersedes any and all prior agreements, of the Parties with respect to the subject matter. No amendment of any provision of this Agreement will be valid unless set forth in a written amendment hereafter signed by authorized representatives of all Parties.
- 11.7 Waiver.** Any waiver at any time by any Party of its rights with respect to any breach of this Agreement, or with respect to any other matter arising in connection with this Agreement, will not constitute or be deemed a waiver with respect to any other breach or other matter arising in connection with this Agreement.
- 11.8 Counterparts.** This Agreement may be executed in counterparts, which taken together will constitute a single original document.
- 11.9 Execution and Effective Date.** This Agreement has been executed by duly authorized representatives of the Parties and shall become effective as of the Effective Date.
- 11.10 Subcontractors.** Nothing in this Agreement shall prevent a Party from utilizing the services of subcontractors as it deems appropriate to perform its obligations under this Agreement; provided, however, that each party shall require its subcontractors to comply with all applicable terms and conditions of the Agreement in providing such services. The creation of any subcontract relationship shall not relieve the hiring Party of any of its

obligations under the Agreement. Each Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor it hires as if no subcontract had been made. Any applicable obligation imposed by the Agreement upon a Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party. No subcontractor is intended to be, nor will it be deemed to be, a third-party beneficiary of the Agreement.

11.11 Providing of Confidential Information. Each Party may provide and supply to the other Party in its discretion, confidential or proprietary information which may be contained in documents, data, graphic or computerized material or other written or oral information (the “Confidential Information”) in connection with or related to this Agreement. Each Party agrees that any and all Confidential Information which has been or may be disclosed, directly or indirectly, to it by or on behalf of the other Party with respect to this Agreement shall be maintained in strict confidence by it and shall not be disclosed by it to any third person or entity (other than its directors, officers, employees or consultants including financial and legal advisors having a need to know such Confidential Information) without the disclosing Party’s prior express written consent. The Parties each agree that they shall not make any use of any Confidential Information received pursuant to this Agreement except for the limited purposes for which such Confidential Information is given in connection with this Agreement without the express prior written consent of the disclosing Party.

Illinois Municipal Electric Agency

By: _____

Name: _____

Title: _____

City of Waterloo

By: _____

Name: _____

Title: _____

Ameren Illinois Company
d/b/a Ameren Illinois

By: _____

Name: _____

Title: _____

EXHIBIT A

FACILITIES TO BE INSTALLED

**SCOPE OF WORK, COST RESPONSIBILITY,
OPERATING RESPONSIBILITY AND SCHEDULE**

1.0 The Modifications (Owner's Built Facilities).

1.1. Owner shall install, own, operate, and maintain the following facilities:

1.1.1. New Waterloo Delivery Point Facilities (Dedicated Tap-Related Connection Facilities):

One 34.5 kV isolating disconnect switch, with structures and foundations, arrestors, and other associated equipment, with non-binding estimated cost of \$173,752 plus tax gross up of 17.68%, or other current rate, as per provisions in Section 5.2 of the Agreement. Total estimated cost, including tax gross up = \$204,471

1.1.2. Distribution Connection Facilities

Waterloo is responsible for costs associated with IMEA's load ratio share of the South 34.5 kV ADS for the following system upgrades:

1.1.2.1. One 34.5 kV breaker, and associated facilities, inclusive of two switches, steel, foundation, and relaying, installed exclusively to accommodate connection of the New Waterloo Delivery Point to the new 34.5 kV ring bus. Total estimated cost of facilities = \$299,107

1.1.2.2. Waterloo Switching Station - (less facilities identified in 1.1.2.1 above), comprised of three other 34.5 kV breakers, and associated facilities, inclusive of switches, foundation, and relaying equipment. Total estimated cost of facilities = \$2,327,141

1.1.2.3. Fountain Switching Station - Total estimated cost of facilities = \$2,250,000

1.1.2.4. New 34.5 kV System Lines between new Waterloo Switching Station and Fountain Switching Station, plus associated underbuild. Total estimated cost of facilities = \$521,934 (based on typical cost per mile)

Customer's estimated monthly Fixed Charge associated with the above facilities is \$1759. Derivation of this value is shown on Attachment 3.

1.1.3. Existing Waterloo Delivery Point Facilities:

1.1.3.1. In conjunction with Customer's removal of its Switch 3300, as per provisions in Article 4.1, Owner shall remove any Ameren owned facilities associated with Switch 3300, as appropriate. Owner anticipates its costs to

remove Owner's equipment to be negligible, however, in the event Owner's costs are significant, Owner reserves the right to identify such costs to Waterloo and charge Waterloo for such costs, reasonably incurred.

- 2.0 Customer's Built Facilities.** Customer shall design, procure, install, own, control, operate, maintain and pay for all facilities on its side of the New Waterloo Delivery Point, inclusive of a new 34.5 kV line to be extended back to the existing Waterloo Tie-Breaker/Meter Station. Also, Customer will remove its Switch 3300, as identified in Section 1.1.3.1 above and in Article 4.1.
- 3.0 Cost Responsibility.** Customer and Owner hereby acknowledge and agree that the costs listed in Section 1.0 above are only a non-binding estimate of Owner's total costs. Customer agrees to pay Owner for Modifications made by Owner as specified in the Agreement, including but not limited to Article 5. As between IMEA and Waterloo, such costs, except metering charges, shall ultimately be borne by Waterloo.
- 4.0 Inspection and Testing.** Upon the completion of the installation of the Customer Built Facilities under this Agreement, Owner shall have the right to witness the inspection and testing of all such Customer Built Facilities. Customer shall provide reasonable notice to Owner prior to such testing so that Owner may have representatives present for the tests. Customer shall provide to Owner written certified copies of the test results for Owner's records, as applicable.
- 5.0 Delivery Point:** The New Waterloo Delivery Point is located at the point of change in ownership of facilities, where Owner's conductors from its isolating disconnect tap switch connect to Customer's dead-end facilities on Customer's tap pole, located outside of Owner's fence at the Waterloo Switching Station, as represented in the one-line diagram on Attachment 2 of this Exhibit A.
- 6.0 Scheduled Outage:** Customer and Owner shall jointly determine an acceptable time period for the outage to complete the work in accordance with Good Utility Practice.
- 7.0 Coordination of Design Details:** Customer and Owner shall coordinate the design details for all associated connection facilities, including but not limited to associated structures, line loads, physical layout and structure locations, and any other facilities that the Parties determine to be appropriate. All such design details are subject to the approval of Owner.
- 8.0 Jurisdictional and Functional Authority:** Owner will maintain exclusive jurisdictional and functional authority over the 34.5 kV ring bus, inclusive of Owner's conductor, isolating disconnect tap switch, and other New Waterloo Delivery Point facilities identified in Section 1.1.1 above. Owner and the Customer will honor any hold tags or other clearances given to the isolating disconnection tap switch. Customer will maintain Jurisdictional and Functional Authority over its 34.5 kV line and facilities at its Waterloo Tie-Breaker/Meter Station. Jurisdictional Authority shall mean the Party with the sole authority to direct and coordinate operation of the system equipment. Functional Authority shall mean the Party that specifically performs or directs someone else to

perform detailed switching operations, provided such Party has secured the necessary authorization from the Party with the Jurisdictional Authority.

9.0 Termination Charges: Following completion of the Modifications, in the event Customer chooses to terminate the operation of the New Waterloo Delivery Point, such that the New Waterloo Delivery Point Facilities are no longer needed by Customer, Customer shall be responsible for charges associated with such termination as specified in the Agreement in Article 5.

Attachment 1

Geographic Diagram

CONTAINS CRITICAL INFRASTRUCTURE INFORMATION – DO NOT RELEASE

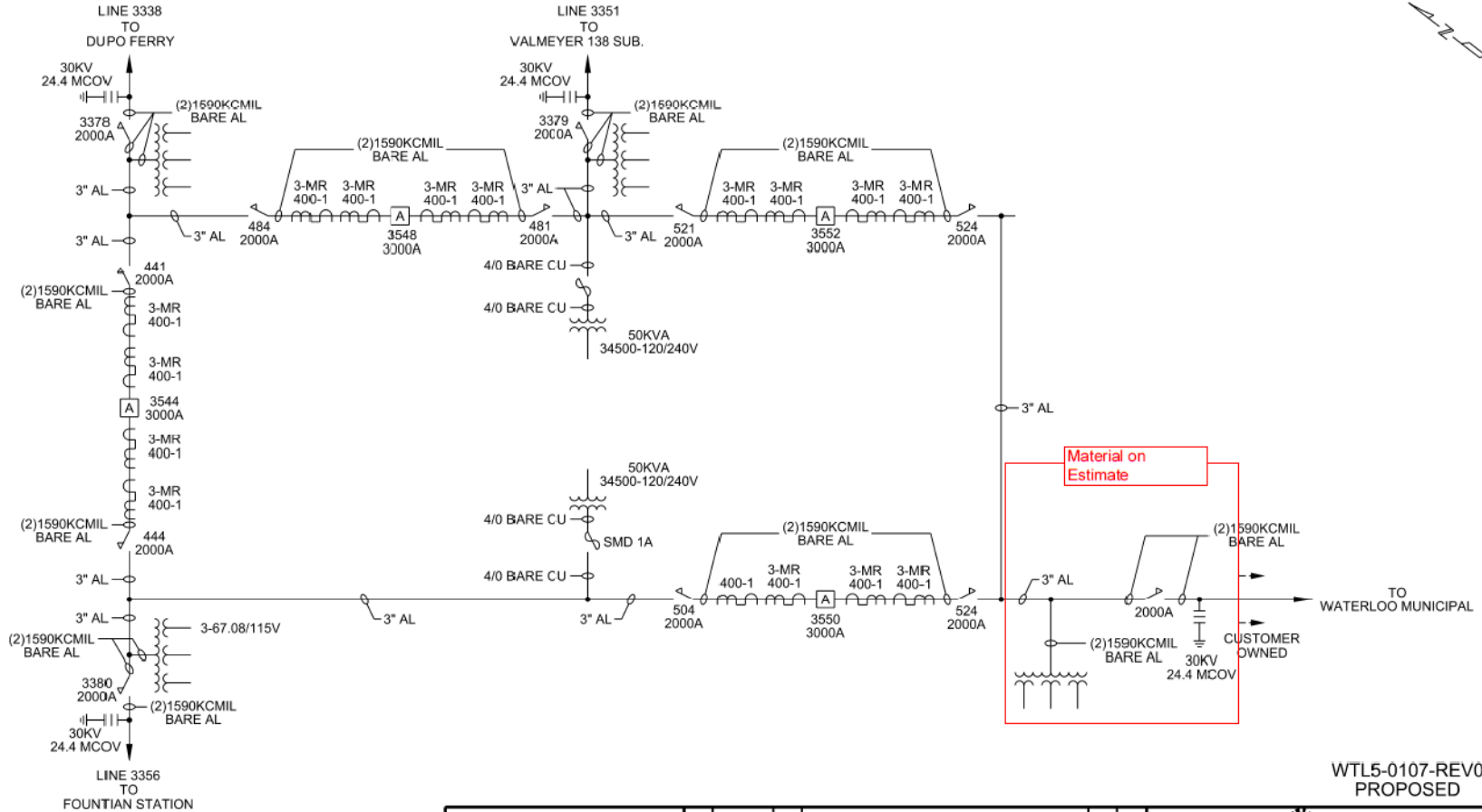
(Diagram not shown as per above.)

Attachment 2

IMEA/Waterloo – New Waterloo Delivery Point

One-Line Diagram

(Diagram shown on following page)



NOTICE OF LIMITED RESPONSIBILITY

THE RESPONSIBILITY OF THE UNDERSIGNED ENGINEER IS LIMITED TO THE DESIGN WORK SHOWN ON PROJECT DRAWINGS AND DOCUMENTS BEARING HIS/HER SEAL, SIGNATURE OR INITIALS. HIS/HER DOES NOT HAVE AUTHORITY OVER THE PROJECT AS A WHOLE. THE UNDERSIGNED DISCLAIMS ANY RESPONSIBILITY FOR WORK DONE UNDER SUBSEQUENT REVISIONS AND ANY OTHER DOCUMENTS ASSOCIATED WITH THE PROJECT WHICH DO NOT BEAR HIS/HER SEAL, SIGNATURE OR INITIALS.



REV	DATE	DRF	DESCRIPTION	ENG	APP
0	1-7-13	EM	INITIAL ISSUE	JML	

ONE LINE DIAGRAM WATERLOO SWITCHING SUBSTATION		
ENG LPD	REV 0	DATE 03-03-10
DRF RLM	(HCO)	SCALE NONE
CKD	PLOTTED	
APP	1-9-13	E-WTL5-51.0

Attachment 3

Detailed Cost Calculation

Incremental Project Costs	
Area Distribution System Cost	
	Cost
1. Fountain Switching Station	\$ 2,250,000
2. Waterloo Switching Station (excludes Waterloo breaker & isolating switch)	\$ 2,327,141
3. Waterloo breaker (and associated switches, CT's)	\$ 299,107
4. 34kV lines only (typical mile cost \$50,186/mile)	\$ 521,934
Total FERC Methodology Project Cost*	\$ 5,398,182
Other shared distribution equipment	
1. None	\$ -
Dedicated Tap-Related Cost	
1. Waterloo Isolating Switch, PT's, & Arresters	\$ 173,752
Fixed Charge Calculation	
Distribution Connection Facilities (DCF)	\$ 5,398,182
ADS Load Ratio Share(LRS)	2.71%
Other Shared Distribution Load Ratio Share (LRS)	0.00%
Incremental ADS Cost	\$ 146,115
Incremental Other Cost	\$ -
Total Incremental Cost allocated Customer	\$ 146,115
Annual Fixed Carrying Charge Rate (FCR)	14.45%
Fixed Charge per Month (FC)	\$ 1759
Dedicated Tap-Related Connection Facilities	\$ 173,752
Tax Gross up Factor	1.1768
Lump Sum Payment	\$ 204,471

*Costs based on Initial Decision in Docket ER11-2777-000 et al. and will be updated with Final Order
 Note: Costs will be updated with actual installed costs of facilities upon completion of project

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Addendum to Route 3 Agreements between IDOT
and the City of Waterloo Regarding Maintenance and Jurisdiction of the Bicycle /
Pedestrian Path.

4. Submittal date: 09-10-13

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor



Illinois Department of Transportation

Division of Highways / Region 5 / District 8
1102 Eastport Plaza Drive / Collinsville, Illinois / 62234-6198

August 30, 2013

ADDENDUM TO THE AGREEMENTS
BETWEEN THE ILLINOIS DEPARTMENT
OF TRANSPORTATION AND THE CITY
OF WATERLOO – JT-813-003
FOR FAP ROUTE 312 (IL ROUTE 3),
STATE SECTION 68-R-1, CITY SECTION
13-00045-00-SW – EXECUTED JUNE 3, 2013
JN-813-001
FAP ROUTE 312 (IL ROUTE 3) STATE SECTION
68-WRS-1, CITY SECTION 13-00045-01-SW
EXECUTED JULY 24, 2013
MONROE COUNTY

Honorable Thomas G. Smith
Mayor
City of Waterloo
City Hall
100 West Fourth Street
Waterloo, IL 62298

Dear Mayor Smith:

Due to the volume of traffic along Illinois Route 3, the Department's policy called for a separated shared-use Bicycle/Pedestrian path, in which the City of Waterloo agreed to cost participation as well as jurisdiction and maintenance of the Shared Use Path through a letter of commitment from the City of Waterloo signed by Mayor Thomas G. Smith on October 11, 2011.

Through the Department's latest agreements with the City of Waterloo, verbage regarding the City's acceptance of jurisdiction and maintenance of the proposed Shared Use Paths under Agreements JT-813-003 and JN-813-001 were not addressed as a part of the mutual covenants of both Agreements.

In order to advance the construction of the Shared Use Paths which is desired and will be of benefit to residents of the City, it is necessary to add certain responsibilities as a part of the original Agreements – JT-813-003 approved by the City of Waterloo on May 20, 2013 and JN-813-001 approved on July 1, 2013.

Honorable Thomas G. Smith
August 30, 2013
Page 2

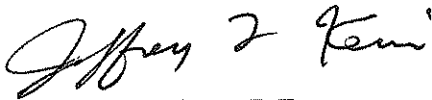
The addition is as follows:

Upon completion of all related work of FAP Route 312 (IL Route 3) under Contract Nos. 76817 (Section 68-WRS-1) and 76F51 (Section 68-R-1), including the construction of the Shared Use Paths, the City of Waterloo agrees to maintain or cause to be maintained said paths and to exercise jurisdiction thereof.

It is understood that all other conditions of the original Agreements mentioned shall remain in effect.

If the additions are acceptable to the City, it is requested that you as Mayor sign this Addendum for the aforementioned Agreements and return one of the two copies to this office.

Sincerely,



Jeffrey L. Keirn, P.E.
Acting Deputy Director of Highways
Region Five Engineer

LAD:jcp

ACCEPTED BY THE CITY OF WATERLOO

By: _____

Title: _____

Date: _____

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Amended and Restated Transportation Service Agreement for Rate Schedule SCT with Mississippi River Transmission (MRT) for Transportation of Natural Gas.

4. Submittal date: 09-12-13

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

This TRANSPORTATION SERVICE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between Enable Mississippi River Transmission, LLC, a Delaware limited liability company, hereinafter called "MRT," and City of Waterloo, Illinois, a municipal corporation, hereinafter called "Customer."

In consideration of the mutual covenants herein contained, the parties hereto agree that MRT shall transport for Customer, on a firm basis, and Customer shall furnish, or cause to be furnished, to MRT natural gas for such transportation during the term hereof, at the rates and on the terms and conditions hereinafter provided.

1) TERM

Effective Date: Originally November 1, 1993, as amended and restated, effective November 1, 2015
Primary Term End Date: October 31, 2020

Evergreen/Term Extension? Yes

This Agreement shall continue for a primary term ending October 31, 2020; provided, however, that this Agreement shall continue to be in effect from year to year thereafter unless and until terminated by either MRT or Customer by written notice or electronically via the Internet as permitted or required by MRT, to the other delivered at least twelve (12) months prior to the contract term end date.

2) QUANTITIES

Maximum Daily Quantity (MDQ): 2,962 Dth/D

3) RECEIPT AND DELIVERY POINTS

See Exhibit A

4) RATE

Service hereunder shall be provided pursuant to Rate Schedule SCT. Customer shall pay, or cause to be paid, to MRT each month for all services provided hereunder the maximum applicable rate and any other charges specified in MRT's FERC Gas Tariff, as on file and in effect from time to time ("Tariff"), for services rendered hereunder, unless otherwise agreed (either in writing or electronically via the Internet as required by MRT) by MRT and Customer in an Exhibit B, or other format provided for in MRT's Tariff, in effect during the term of this Agreement, or in a capacity release award.

5) ADDRESSES

For Notices to Customer:
Utility Safety & Design, Inc.
Attn: Lindsay Enloe
9 Executive Woods Ct., Suite 1
Belleville, IL 62226
Telephone: (618) 227-1510
Email: Lindsay@usdi.us

For Bills to Customer:
CenterPoint Energy Services, Inc.
Attn: John Hoehn
450 N. Lindbergh, Suite 200
St. Louis, MO 63122
Telephone: (314) 991-7462
Email: john.hoehn@centerpointenergy.com

MRT's wire transfer information and addresses for notices and payments shall be located on MRT's Internet Web Site.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date shown below.

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: _____
Name: Michael C. Stoll
Title: Division Vice President Marketing MRT

By: _____
Name: Thomas Smith
Title: Mayor

Date: _____

Date: _____

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT
GENERAL TERMS AND CONDITIONS

- 1) Upon termination hereof for whatever reason, Customer agrees to stop delivering gas to MRT for transportation hereunder. In addition, upon termination of this Agreement, Customer agrees that it will thereafter make no further demand for service hereunder and MRT agrees that it will make no further demand for the continuation of services or any payment related thereto, other than payments which are due with respect to any services previously provided. Customer agrees to cooperate with and assist MRT in obtaining whatever regulatory approvals and authorizations, if any, are necessary or appropriate in view of such termination and abandonment of service hereunder.
- 2) Termination of this Agreement shall not relieve either party of any obligation that might otherwise exist to correct any volume imbalance hereunder nor relieve Customer of its obligation to pay any monies due hereunder to MRT.
- 3) In accordance with the terms and conditions of Section 17 of the General Terms and Conditions ("GT&C") of MRT's Tariff, if Customer fails to pay within thirty (30) days after payment is due all of the amount of any bill for service rendered by MRT hereunder, MRT, upon ten (10) days' prior written notice to Customer, may suspend further receipt and/or delivery of gas until such past due amount is paid, or satisfactory credit arrangements have been made in accordance with Section 5 of the GT&C. If Customer fails to pay or make satisfactory credit arrangements within such ten (10) day notice period, MRT, in addition to any other remedy it may have hereunder, may, upon thirty (30) days' written notice to Customer, terminate this Agreement and cease further receipt and/or delivery of gas on behalf of Customer.
- 4) Service hereunder shall be provided pursuant to Rate Schedule SCT of MRT's Tariff. Customer will provide Fuel Use and LUGF.
- 5) This Agreement shall be subject to the provisions of the applicable rate schedule as well as the GT&C, and such provisions are incorporated herein by this reference. Any curtailment of transportation service hereunder shall be in accordance with the priorities set out in MRT's GT&C. To the extent not inconsistent with effective law, MRT shall have the right to determine the priority and/or scheduling of the transportation service under this Agreement and to revise the priority and/or scheduling of this transportation service from time to time.
- 6) MRT shall have the right at any time and from time to time to file and place into effect unilateral changes or modifications in the rates and charges, and other terms and conditions of service hereunder, as set forth in the applicable rate schedule and in the GT&C, in accordance with the Natural Gas Act or other applicable law. In the event that MRT places on file with the Commission another rate schedule which may be applicable to service rendered hereunder, then MRT, at its option, may, from and after the effective date of such rate schedule, utilize such rate schedule in the performance of this Agreement. Such rate schedule or superseding rate schedule(s) and any revisions thereof which shall be filed and become effective shall apply to and be a part of this Agreement. MRT shall have the right to propose, file and make effective with the Commission, or other body having jurisdiction, changes and revisions of any effective rate schedule(s) and/or GT&C, or to propose, file, and make effective superseding rate schedules and/or GT&C, for the purpose of changing the rates, charges, and other provisions thereof effective as to Customer.
- 7) Customer may deliver or cause to be delivered to MRT a maximum receipt point quantity at the Receipt Points described herein, and MRT shall redeliver thermally equivalent quantities at the Delivery Points described herein which excludes a quantity of gas for Fuel Use and LUGF. A maximum delivery point quantity is also specified for each MRT delivery point. For firm service, the sum of all individual maximum receipt point quantities shall not exceed the maximum receipt point quantities in the aggregate. For firm service, the sum of all individual maximum delivery point quantities shall not exceed the maximum daily quantity set forth in this Agreement.
- 8) For firm service, Secondary Receipt and Secondary Delivery Points are available to Customer pursuant to the GT&C of MRT's Tariff. Customer agrees to pay any additional charges applicable to its utilization of a Secondary Receipt Point.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

GENERAL TERMS AND CONDITIONS
(continued)

- 9) Except as provided in this paragraph, this Agreement shall not be assigned by Customer in whole or in part without MRT's prior written or electronic consent, which consent shall not be unreasonably withheld. Customers under Rate Schedules FTS and SCT may release their capacity consistent with the terms and conditions of the applicable rate schedule and the GT&C of MRT's tariff. Additionally, Customer may request that MRT consent to Customer's assignment of this Agreement, in whole, to an entity affiliated with Customer. For firm contracts, MRT will only consent to assignment of the contract to a Customer's affiliate, subject to the assignee's satisfaction of the criteria in Section 5.4(k), GT&C, in the situation in which, after Customer obtains the contract, a corporate reorganization results in a transfer to an affiliate of the function for which the capacity was obtained. Any entity that succeeds by purchase, merger, consolidation or otherwise to the properties of Customer, substantially as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessors in title under this Agreement. In addition to all other rights and remedies, MRT may terminate the Agreement immediately if it is assigned by Customer without MRT's consent, whether the assignment or contract be voluntary or by operation of law or otherwise. Subject to the above, the respective rights and obligations of the parties under the Agreement shall extend to and be binding upon their heirs, successors, assigns and legal representatives.
- 10) Any notice, statement, or bill provided for in this Agreement shall be in writing and shall be considered as delivered when hand-delivered or when received by the other party if mailed by United States mail, postage prepaid, to the addresses specified herein (unless and until either party notifies the other, in writing, of a change in its address). Additionally, notices shall be considered as delivered, if received, when sent via facsimile or through other electronic means.
- 11) Each party shall notify the other in writing of the name, address, telephone number, telecopy number and e-mail address of the person or persons who shall have authority to act for such party in connection with this Agreement, and operating notices shall thereafter be served upon such person or persons.
- 12) This Agreement constitutes the entire agreement between the parties and no waiver, representation or agreement, oral or otherwise, shall affect the subject matter hereof unless and until such waiver, representation or agreement is reduced to writing or, if MRT permits or requires, otherwise memorialized via electronic means, and executed by authorized representatives of the parties. No waiver by either Customer or MRT of any one or more defaults by the other in performance of any of the provisions of the Agreement shall operate or be construed as a waiver of any other existing or future default or defaults, whether of a like or of a different character.
- 13) For firm service, Exhibit A attached hereto is incorporated into this Agreement in its entirety.
- 14) Effective as of November 1, 2015, this Agreement amends and restates the Service Agreement dated originally November 1, 1993 (Contract No. 461, as subsequently amended, restated and/or superseded prior to or as of the effective date hereof) between the parties hereto.
- 16) Pursuant to Section 15.9 of the GT&C of the Tariff, the parties have agreed to an extension of the term with respect to part of the capacity previously committed under this Agreement.

AMENDED AND RESTATED
TRANSPORTATION SERVICE AGREEMENT
FOR RATE SCHEDULE SCT

EXHIBIT A

Primary Path(s):

From:
#808527 CEGT Waskom
#12817 Trunkline Gas Company

To:
#12963 City of Waterloo

Line Capacity

W. Line 335 Dth/d
On any given day the Customer is entitled to the greater of 335 or .33% of available West Line Capacity
M. Line 2,112 Dth/d
E. Line 850 Dth/d

Line Priority

W. Line/South Field Zone 335 Dth/d
M. Line/South Field Zone 1,183 Dth/d
M. Line/North Field Zone 594 Dth/d
E. Line/Market Zone 850 Dth/d

Rate Zone Capacity

South Field Zone 1,518 Dth/d
North Field Zone 2,112 Dth/d
Market Zone 2,962 Dth/d

RECEIPT AND DELIVERY POINTS

<u>Receipt Points</u>	<u>Maximum Quantity*</u>	<u>Delivery Points</u>	<u>Maximum Quantity*</u>
NGPL Shattuc Meter #805588	77 Dth/d	City of Waterloo Meter #12963	2,962 Dth/d
Trunkline Gas Company Meter #012817	773 Dth/d		
CEFS Sligo Meter #90386	160 Dth/d		
Gulf South Perryville Meter#90496	1,183 Dth/d		
CEGT Glendale Meter #805547	594 Dth/d		
CEGT Waskom Meter #808527	93 Dth/d		
CEGT Eastrans DCP Meter #808641	82 Dth/d		
MRT Storage Field Meter #805607	2,962 Dth/d		

*On any day MRT shall not be obligated to receive or deliver a cumulative Quantity in excess of the MDQ set forth in this Agreement.

Transportation Zones: FLD: Field Zone MKT: Market Zone
Service Lines: E: East Line M: Main Line W: West Line O: Off System

ENABLE MISSISSIPPI RIVER TRANSMISSION, LLC

CITY OF WATERLOO, ILLINOIS

By: _____
Name: Michal C. Stoll
Title: Division Vice President Marketing MRT

By: _____
Name: Thomas Smith
Title: Mayor

Date: _____

Date: _____

EFFECTIVE November 1, 2015, SUPERSEDES EXHIBIT A DATED May 1, 2010.

AGENDA REQUEST

(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
September 16, 2013
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Executive Session to Discuss Pending Litigation as
per 5 ILCS 120/2(c)(11).

4. Submittal date: 09-12-13

Submitted by:
Mayor Tom Smith

DISPOSITION

5. _____ Matter to be placed on agenda for meeting date requested.
_____ Matter to be placed on agenda for meeting to be held on _____
_____ Matter referred to _____



Mayor