

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Date: November 20, 2017

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 Building Inspector / Code Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Presentation of Façade Grant to the Vintage Wine Bar, Inc.
 2. Presentation of Award of Appreciation to Barbara Johnson.
 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. 1739 Amending the City of Waterloo Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII: Traffic Schedules, Schedule A: Stop & Through Intersections, Regarding the Intersection of Nottingham Avenue and Castle Green Drive.
 - B. Consideration and Action on Resolution No. 17-24 Authorizing the Execution of a Task Order Agreement for Professional Services between the City of Waterloo, Illinois and HMG Engineers, Inc. regarding scope of services, term, execution and standard conditions for future task orders.
 - C. Consideration and Action on Resolution No. 17-25 Authorizing the Execution of a Professional Services Agreement – Task Order No. 1 between the City of Waterloo, Illinois and HMG Engineers, Inc. for the Downtown ADA Transition Project with a Not to Exceed Amount of \$7,600.00 without written authorization.
 - D. Consideration and Action on Resolution No. 17-26 Authorizing the Execution of a Letter of Agreement between the City of Waterloo, Illinois and J & J Septic Tank & Sewer Cleaning, LLC for Sludge Hauling.
 - E. Consideration and Action on Resolution No. 17-27 In Support of a Joint Sidewalk Project with Monroe County for the Rogers Street / Country Club Lane / North Market Street Sidewalk Project.
 - F. Consideration and Action on Resolution No. 17-28 Authorizing the Execution of a Farm Contract for the Right to Dump Sludge.
 11. Unfinished Business.
 12. Miscellaneous Business.
 - A. Presentation of Police Pension Report by Keith Brinkmann.
 - B. Consideration and Action on 2018 Contribution of \$250.00 to “Explore Waterloo” Merchant & Restaurant Group to be paid out of the Hotel / Motel Tax Fund.
 - C. Consideration and Action on purchase of a new police vehicle from Morrow Brothers Ford in the amount of \$38,845.00.
 - D. Consideration and Action on purchase of a new Mauldin M413XT Goldkey Motor Grader from Cummings, McGowan & West in the amount of \$152,305.00 to replace the 1971 grader.
 - E. Consideration and Action on Approval of Country Club Hills, Phase II, Final Plat.
 13. Discussion of Matters by Council Members Arising After Agenda Deadline.
 14. Motion to Adjourn.
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DATES TO REMEMBER

Nov. 23, 24 and 25, 2017 – CITY OFFICES CLOSED FOR THANKSGIVING HOLIDAY.
Nov. 28, 2017 – American Legion Meeting, Waterloo City Hall: Second Floor, 7:00 p.m.
Dec. 04, 2017 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Dec. 11, 2017 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Dec. 12, 2017 – Sister Cities Meeting, Waterloo City Hall: Second Floor, 5:00 p.m.
Dec. 13, 2017 – Minister’s Meeting, Waterloo City Hall: Second Floor, 8:00 a.m.
Dec. 13, 2017 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Dec. 14, 2017 – Violence Prevention Meeting, Waterloo City Hall: Second Floor, 4:00 p.m.
Dec. 18, 2017 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Dec. 21, 2017 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Dec. 22, 23 and 25, 2017 – CITY OFFICES CLOSED FOR CHRISTMAS HOLIDAY.
Dec. 26, 2017 – American Legion Meeting, Waterloo City Hall: Second Floor, 7:00 p.m.
Dec. 29 (noon) & 30, 2017 and Jan. 01, 2018 – CITY OFFICES CLOSED FOR NEW YEAR’S HOLIDAY.

**MINUTES OF THE
CITY COUNCIL MEETING
NOVEMBER 06, 2017**

1. The meeting was called to order by Mayor Tom Smith.
2. The following Aldermen were present: Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner, Row and Heller.
3. Pledge of Allegiance led by Mayor Tom Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor.
None.
5. Approval of Minutes as Written or Amended.
Motion as made by Alderman Darter and seconded by Alderman Heller to approve the October 16, 2017 City Council Meeting Minutes. Motion passed unanimously with Aldermen Darter, Buettner, Row, Heller, Notheisen, Thomas, Hopkins and Trantham voting yea.
6. Petitions by Citizens on Non-Agenda Items.
None.
7. Reports and 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.
No report.
 - D. Report of Director of Public Works.
Director Birk stated the power in Vandebrook and Stonefield will be off on 11-15-17 from 9am-11am. Notices will be in the papers and signs put up.
Cameras installed at the Yard Waste Sight.
 - E. Report of Chief of Police.
No report.
 - F. Report of City Attorney.
No report.
 - G. Report and Communication by Mayor.
Mayor Smith and Sarah Duetch will go to Springfield to accept the Governors Hometown Award for involvement with the House of Neighborly Service and the Santa Float.
8. Report of Standing Committees. None.
9. Report of Special Committees. None.
10. Presentation of Communications, Petitions, Resolutions. Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Resolution No. 17-23 Approving 2018 MFT Funds in the Amount of \$359,859.95.
Motion made by Alderman Notheisen and seconded by Alderman Trantham to approve Resolution No. 17-23 approving 2018 MFT Funds in the amount of \$359,859.95. Motion passed unanimously with Aldermen Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner, Row and Heller voting yea.

B. Consideration and Action on Ordinance No 1738 Establishing an Administrative Procedure for Assessing and Determining Claims Under PSEBA.

Motion made by Alderman Heller and seconded by Alderman Darter to approve Ordinance No. 1738 Establishing an Administrative Procedure for Assessing and Determining Claims Under PSEBA. Motion passed unanimously with Aldermen Heller, Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner and Row.

11. Unfinished Business.

None.

12. Miscellaneous Business.

A. Consideration and Action on Warrant No. 559.

Motion made by Alderman Darter and seconded by Alderman Row to approve Warrant No. 559. Motion passed unanimously with Aldermen Darter, Buettner, Row, Heller, Notheisen, Thomas, Hopkins and Trantham voting yea.

B. Consideration and Action on Ad to be placed in the 2018 Visitor's Guide in the amount of \$2,375.00 (discounted 50%) to be paid out of the Hotel/Motel Tax Fund.

Motion made by Alderman Thomas and seconded by Alderman Hopkins to approve an Ad to be placed in the 2018 Visitor's Guide in the amount of \$2,375.00 (discounted 50%) to be paid out of the Hotel/Motel Tax Fund. Motion passed unanimously with Aldermen Thomas, Hopkins, Trantham, Darter, Buettner, Row, Heller and Notheisen voting yea.

C. Consideration and Action on Special Event Permit Application No. 17-022-E for the GLOW Holiday Parade to be held in Downtown Waterloo on Saturday, November 25, 2017 at 5:30 p.m.

Motion made by Alderman Row and seconded by Alderman Heller to approve Special Event Permit Application No. 17-022-E for the GLOW Holiday Parade to be held in Downtown Waterloo on Saturday, November 25, 2017 at 5:30 p.m. Motion passed unanimously with Aldermen Row, Heller, Notheisen, Thomas, Hopkins, Trantham, Darter and Buettner voting yea.

D. Consideration and Action on Approval of the 2018 Regularly Scheduled Meeting and Holiday Dates.

Motion made by Alderman Heller and seconded by Alderman Row to approve the 2018 Regularly Scheduled Meeting and Holiday Dates. Motion passed unanimously with Aldermen Heller, Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner and Row voting yea.

E. Consideration and Approval on Renewal of Liability and Workers Compensation, and Equipment Breakdown Insurance Coverage with IMLRMA.

Motion made by Alderman Thomas and seconded by Alderman Notheisen to approve Renewal of Liability and Workers Compensation and Equipment Breakdown Insurance Coverage with IMLRMA. Motion passed unanimously with Aldermen Thomas, Hopkins, Trantham, Darter, Buettner, Row, Heller and Notheisen voting yea.

F. Consideration and Action on Solicitation Request from the VFW Metzger-Crook Post #6504 for their Annual Buddy Poppy Drive to be held on Saturday, November 18, 2017, 8:00 a.m. to 12:00 p.m., at the Intersections of Main/Mill and Rogers/Hamacher.

Motion made by Alderman Darter and seconded by Alderman Heller to approve a Solicitation Request from the VFW Metzger-Crook Post #6504 for their Annual Buddy Poppy Drive to be held on Saturday, November 18, 2017, 8:00 a.m. to 12:00 p.m., at the Intersections of Main/Mill and Rogers/Hamacher. Motion passed unanimously with Aldermen Darter, Buettner, Row, Heller, Notheisen, Thomas, Hopkins and Trantham voting yea.

G. Consideration and Action on Building Permit Fee Waiver Request in the amount of \$173.50 from the Morrison-Talbot Library.

Motion made by Alderman Hopkins and seconded by Alderman Notheisen to approve a Building Permit Fee Waiver Request in the amount of \$173.50 from the Morrison-

Talbot Library. Discussion. Librarian, Elaine Steingraby addressed the Council regarding projects at the Morrison Talbot Library. She thanked the City of Waterloo for the support it gives to the Library efforts. Motion passed unanimously with Aldermen Hopkins, Trantham, Darter, Buettner, Row, Heller, Notheisen and Thomas voting yea.

H. Consideration and Action on Approval of Executive Session for Review of Executive Session Minutes Part B as per 5 ILCS 120/20(c)(21).

Motion made by Alderman Notheisen and seconded by Alderman Heller to approve going into Executive Session for Review of Executive Session Minutes, Part B as per 5 ILCS 120/2(c)(21). Motion passed unanimously with Aldermen Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner, Row and Heller voting yea. Time 7:44 p.m.

The council meeting reconvened at 7:51 p.m.

Motion to reconvene made by Alderman Notheisen and seconded by Alderman Darter. Motion passed by unanimous voice vote. City Clerk Barbara Pace reported the following executive session minutes under Schedule B will now go to Schedule A: 04-13-16, 08-08-16, 08-15-16, 09-12-16 and 09-25-17. The following executive session will remain under Schedule B: 11-21-17. Motion made by Alderman Notheisen and seconded by Alderman Thomas to approve the schedules. Motion passed by unanimous voice vote.

13. Discussion of Matters by Council Members Arising After Agenda Deadline.

Alderman Notheisen announced the Waterloo Garden Club will feature Paul Feldker as their speaker on the subject of ‘Birds.’”

Alderman Hopkins stated the added sheds and the Council’s enhancement vote on the ordinance at Nice Twice looks really nice. Trunk or Treat on the town square distributed Halloween treats to a crowd of approximately 750. Hopkins was impressed with the courtesy of the children’s ‘thank you’ in appreciation for their treats.

14. Motion to Adjourn. Motion made by Alderman Notheisen and seconded by Alderman Buettner to adjourn. Motion passed by unanimous voice vote. Mayor Smith adjourned the meeting at 7:55 p.m.

Barbara Pace,
CITY CLERK

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2016-2017 ACTUAL AMOUNT	2017-2018 BUDGETED AMOUNT	% INCREASE/ DECREASE	2016 OCT	2017 OCT	% INCREASE/ DECREASE	2016-2017 FISCAL YTD	2017-2018 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	10,928,682.18	11,485,000.00	5.09%	1,209,193.66	1,157,423.60	-4.28%	5,975,400.77	6,210,195.23	3.93%
ELEC TAX	267,262.30			29,059.20	28,785.63	-0.94%	145,815.83	149,317.73	2.40%
ELECT MISC.	249,779.00	165,000.00	-33.94%	18,586.00	47,462.00	155.36%	125,541.00	146,992.00	17.09%
SUBTOTAL	11,445,723.48	11,650,000.00	1.78%	1,256,838.86	1,233,671.23	-1.84%	6,246,757.60	6,506,504.96	4.16%
BEGINNING UNAPPLIED	452,042.85			27,746.00	25,796.12	-7.03%	225,846.15	189,964.05	-15.89%
UNAPPLIED CASH REC'D	121,448.56			11,909.02	7,920.16	-33.49%	55,744.13	45,659.98	-18.09%
UNAPPLIED DISBURSED	130,190.08			11,413.01	6,716.72	-41.15%	66,631.10	49,047.88	-26.39%
ENDING UNAPPLIED	443,301.33			28,242.01	26,999.56	-4.40%	214,959.18	186,576.15	-13.20%
GAS SALES	2,226,705.93	2,919,000.00	31.09%	84,300.43	93,557.41	10.98%	745,744.91	780,666.98	4.68%
GAS TAX	61,558.14			1,624.59	2,141.77	31.83%	18,184.66	20,013.03	10.05%
GAS MISC.	158,757.00	70,400.00	-55.66%	13.00	10,313.00	79230.77%	51,152.00	60,658.00	18.58%
SUBTOTAL	2,447,021.07	2,989,400.00	22.16%	85,938.02	106,012.18	23.36%	815,081.57	861,338.01	5.68%
WATER SALES	2,146,492.75	2,363,000.00	10.09%	188,357.39	221,014.59	17.34%	1,107,509.75	1,276,255.27	15.24%
WATER MISC.	88,822.00	82,000.00	-7.68%	1,318.00	13,786.00	945.98%	39,893.00	67,069.00	68.12%
SUBTOTAL	2,235,314.75	2,445,000.00	9.38%	189,675.39	234,800.59	23.79%	1,147,402.75	1,343,324.27	17.08%
SEWER SALES	1,692,984.08	1,767,000.00	4.37%	149,418.40	160,640.37	7.51%	875,811.12	940,273.98	7.36%
SEWER MISC.	219,335.00	176,200.00	-19.67%	5,863.00	23,773.00	305.48%	99,392.00	152,546.00	53.48%
SUBTOTAL	1,912,319.08	1,943,200.00	1.61%	155,281.40	184,413.37	18.76%	975,203.12	1,092,819.98	12.06%
CITY TAX	483,286.24	504,000.00	4.29%	44,322.04	45,299.65	2.21%	237,672.33	251,011.25	5.61%
MISC.	27,895.00	31,700.00	13.64%	511.00	395.00	-22.70%	17,059.00	16,914.00	-0.85%
SUBTOTAL	511,181.24	535,700.00	4.80%	44,833.04	45,694.65	1.92%	254,731.33	267,925.25	5.18%
REFUSE FEE	712,392.25	750,450.00	5.34%	59,771.51	63,473.10	6.19%	356,313.50	371,150.23	4.16%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	50,963.00	50,000.00	-1.89%	4,257.00	5,952.00	39.82%	24,617.00	39,036.00	58.57%
PERMITS	124,114.00	90,000.00	-27.49%	4,189.00	10,168.00	142.73%	49,638.00	75,750.00	52.60%
INSPECTION FEES	17,400.00	20,000.00	14.94%	1,500.00	2,250.00	50.00%	10,875.00	9,450.00	-13.10%
FRANCHISE FEES	129,254.00	130,000.00	0.58%	-	-		36,081.00	35,302.00	-2.16%
LIQUOR LICENSE	7,030.00	7,000.00	-0.43%	-	-		6,860.00	7,180.00	4.66%
INFRASTRUCTURE FEE	252,166.00	245,000.00	-2.84%	21,193.00	19,994.00	-5.66%	125,803.00	123,348.00	-1.95%
HOTEL/MOTEL TAX	24,205.00	22,000.00	-9.11%	33.00	3,817.00	11466.67%	10,758.00	12,586.00	16.99%
MISC.	143,122.00	98,020.00	-31.51%	6,578.00	14,245.00	116.56%	78,525.00	99,167.00	26.29%
REPLACEMENT TAX	64,357.00	52,900.00	-17.80%	9,541.00	6,870.00	-27.99%	30,883.00	27,246.00	-11.78%
COUNTY TAX	348,623.00	395,000.00	13.30%	59,381.00	262,653.00	342.32%	59,381.00	262,653.00	342.32%
SALES TAX	2,216,796.00	2,250,000.00	1.50%	189,962.00	180,120.00	-5.18%	1,098,493.00	1,079,184.00	-1.76%
BUSINESS DISTRICT TAX	91,643.00	90,000.00	-1.79%	8,195.00	8,622.00	5.21%	45,423.00	47,103.00	3.70%
VIDEO GAMING	83,455.00	84,000.00	0.65%	5,906.00	7,885.00	33.51%	38,483.00	50,814.00	32.04%
INCOME TAX	1,173,839.00	1,239,000.00	5.55%	16,857.00	96,464.00	472.25%	611,340.00	726,056.00	18.76%
SUBTOTAL	5,439,359.25	5,523,370.00	1.54%	387,363.51	682,513.10	76.19%	2,583,473.50	2,966,025.23	14.81%
MOTOR FUEL TAX	261,867.00	265,000.00	1.20%	18,816.00	18,934.00	0.63%	133,412.00	129,658.00	-2.81%
MISC	3,103.00	2,700.00	-12.99%	219.00	683.00	211.87%	1,167.00	3,720.00	218.77%
SUBTOTAL	264,970.00	267,700.00	1.03%	19,035.00	19,617.00	3.06%	134,579.00	133,378.00	-0.89%
UTILITY DEPOSITS	123,425.00	-		8,775.00	10,600.00	20.80%	74,675.00	66,500.00	-10.95%
TOTAL DEPOSITS	24,500,762.43	25,354,370.00	3.48%	2,159,649.24	2,525,242.28	16.93%	12,287,648.00	13,283,475.68	8.10%

November 20, 2017


To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the October 31, 2017 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,


Brad A Papenberg
City Treasurer

**TREASURER'S REPORT
CITY OF WATERLOO**

For the month ending
October 31, 2017

<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	66,420.74	10,600.00	14,975.00	62,045.74
General Fund	(2,366,853.23)	999,953.67	1,170,371.62	(2,537,271.18)
Motor Fuel Tax	27,530.75	100,054.36	37,307.02	90,278.09
Water Fund	603,486.62	238,693.80	247,150.11	595,030.31
Sewer Fund	428,236.18	188,080.07	90,876.17	525,440.08
Gas Fund	735,032.09	110,708.22	161,196.38	684,543.93
Electric Fund	1,688,135.84	1,247,525.86	865,978.39	2,069,683.31
Capital Improvements	358,939.15	47,837.20	-	406,776.35
D.A.R.E.	1,178.97	-	-	1,178.97
Interest	1,588.40	1,587.00	-	3,175.40
Hotel/Motel Tax	113,497.50	3,817.04	1,067.50	116,247.04
TOTALS:	\$1,657,690.99	\$2,948,857.22	\$2,588,922.19	\$2,017,626.02

INVESTED FUNDS

Capital Improvements	\$ 2,254,159.59	-	1,511.37	\$ 2,252,648.22
Electric	\$ 4,463,124.85	-	2,992.45	\$ 4,460,132.40
E-Pay Utility Bills	10,713.48	36,008.99	40,851.00	5,871.47
Farm Account Income	127,797.76	16.28	-	127,814.04
Gas	3,883,009.26	-	2,603.49	3,880,405.77
General Fund	8,475,136.64	333,142.27	-	8,808,278.91
Motor Fuel	626,630.65	19,572.15	100,009.00	546,193.80
Pension Reserve	1,399,769.08	287.62	-	1,400,056.70
Sewer	1,784,619.21	-	1,196.56	1,783,422.65
Utility Deposits	304,443.63	-	204.12	304,239.51
Water	1,847,950.39	-	1,239.02	1,846,711.37

Total Invested Funds:	\$25,177,354.54	\$389,027.31	\$150,607.01	\$25,415,774.84
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Total All City Funds:	\$26,835,045.53	\$3,337,884.53	\$2,739,529.20	\$27,433,400.86
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Debt and Pension Obligations	Date Opened	Original Balance	Current Balance	Rate	Payment Dates
IEPA Sewer Loan	5/24/2007	\$12,372,060.00	\$6,788,492.92	2.50%	Jan and July
Unfunded Actuarial Accrued Liability - IMRF			\$2,046,400.00		
Unfunded Actuarial Accrued Liability - Police			\$2,869,014.00		
Total Liabilities		\$12,372,060.00	\$11,703,906.92		

Respectfully Submitted,

Brad A. Papenberg

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Presentation of Façade Grant to the Vintage Wine Bar, Inc.

3. Relief or action to be requested:
Presentation.

4. Submittal date: 11-09-17

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:
November 20, 2017
(Date)
2. Description of matter to be placed on agenda:
Presentation of Award of Appreciation to Barbara Johnson.

3. Relief or action to be requested:
Award Presentation.

4. Submittal date: 11-15-17

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1739 Amending the City of Waterloo
Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII: Traffic
Schedules, Schedule A: Stop & Through Intersections, Regarding the Intersection
of Nottingham Avenue and Castle Green Drive.

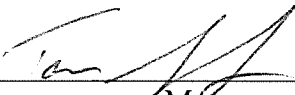
3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

Submitted by:
Jim Nagel, Subdivision & Zoning Administrator

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. 1739

AN ORDINANCE AMENDING THE CITY OF WATERLOO REVISED CODE OF ORDINANCES, CHAPTER 24 MOTOR VEHICLE CODE, ARTICLE VIII TRAFFIC SCHEDULES, SCHEDULE A: STOP & THROUGH INTERSECTIONS, REGARDING THE INTERSECTION OF NOTTINGHAM AVENUE AND CASTLE GREEN DRIVE.

NOW, THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF WATERLOO, ILLINOIS AS FOLLOWS:

SECTION ONE. Schedule "A" of Chapter 24 of the City Code of the City of Waterloo, Illinois entitled "MOTOR VEHICLE CODE" referring to stop and through intersections as mentioned in Sections 24-3-1 and 24-3-3 of said Code, is amended by adding under the caption and language, to-wit:

SCHEDULE "A"

STOP AND THROUGH INTERSECTIONS

In accordance with Section 24-3-3, the following intersections shall be designated as Stop and Through Intersections, to-wit:

STOP STREET (DIRECTION) THROUGH STREET, the following:

1. Nottingham Avenue (eastbound) at Castle Green Drive

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 and approval in the manner provided by law.

PASSED this 20th day of November, 2017, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 17-24 Authorizing the Execution of a Task Order Agreement for Professional Services between the City of Waterloo, Illinois and HMG Engineers, Inc. regarding scope of services, term, execution and standard conditions for future task orders.


3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

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

RESOLUTION NO. 17-24

AUTHORIZING THE EXECUTION OF A TASK ORDER AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF WATERLOO, ILLINOIS AND HENRY, MEISENHEIMER & GENDE, INC. REGARDING SCOPE OF SERVICES, TERM, EXECUTION AND STANDARD CONDITIONS FOR FUTURE TASK ORDERS.

WHEREAS, attached is proposed a proposed Task Order Agreement for Professional Services between the City of Waterloo, Illinois and Henry, Meisenheimer & Gende, Inc. regarding scope of services, term, execution and standard conditions for future task orders; and,

WHEREAS, the City of Waterloo, Illinois is in need of Engineering Services for Public Works Projects; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign said Task Order Agreement for Professional Services between the City of Waterloo, Illinois and Henry, Meisenheimer & Gende, Inc. regarding scope of services, term, execution and standard conditions for future task orders.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the Mayor to execute said Task Order Agreement for Professional Services as attached.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 20th day of November, 2017.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

**TASK ORDER AGREEMENT FOR
PROFESSIONAL SERVICES**

OWNER: CITY OF WATERLOO
ADDRESS: 100 West Fourth Street, Waterloo, IL 62298
CONTACT: Mayor Thomas Smith **TEL:** (618) 939-8661 **FAX:** (618) 939-8988
ENGINEER: HENRY, MEISENHEIMER & GENDE, INC.
ADDRESS: 9360 Holy Cross Lane, Breese, IL 62230
CONTACT: Brian R. Buchheit, P.E., BCEE bbuchheit@hmgengineers.com **TEL:** (618) 526-9611 **FAX:** (866) 666-7213

SCOPE OF SERVICES

- A. From time to time OWNER may request that ENGINEER provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.
- B. The general format of a Task Order is shown in Attachment 1 to this Agreement.
- C. This Agreement is not a commitment by OWNER to ENGINEER to issue any Task Orders.
- D. ENGINEER'S services will be detailed in a duly executed Task Order for each Specific Project. Each Task Order will indicate the specific tasks and functions to be performed and deliverables to be provided. OWNER and ENGINEER shall agree on the scope, time for performance, and basis of compensation for each Task Order. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- E. The times for performing services or providing deliverables will be stated in each Task Order. If no times are so stated, ENGINEER will perform services and provide deliverables within a reasonable time.

TERM

This Agreement shall be effective and applicable to Task Orders issued hereunder for five (5) years from the Effective Date of the Agreement. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

EXECUTION

Execution of this document by duly authorized representatives of ENGINEER and OWNER, including ENGINEER'S Standard Conditions (reverse side) and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither ENGINEER nor OWNER shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

OWNER: CITY OF WATERLOO
BY: Thomas Smith
SIGNATURE: _____
TITLE: Mayor
ATTEST: Barbara Pace
SIGNATURE: _____
TITLE: City Clerk
DATE: _____

ENGINEER: HENRY, MEISENHEIMER & GENDE, INC.
BY: Bradley G. Hummert, P.E., S.E.
SIGNATURE: *Bradley G. Hummert*
TITLE: President/CEO
ATTEST: Brian R. Buchheit, P.E., BCEE
SIGNATURE: *Brian R. Buchheit*
TITLE: Secretary-Treasurer/COO
DATE: 11-13-17

STANDARD CONDITIONS

1. **SERVICES.** ENGINEER shall provide professional services in accordance with the agreed upon scope of work.
2. **INITIATION.** ENGINEER is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
3. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the OWNER and/or ENGINEER upon 10 days written notice. In the event of such termination, ENGINEER will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.

Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.
4. **STANDARD OF CARE.** Services provided by ENGINEER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranty or guaranty, either express or implied.
5. **INDEPENDENT CONSULTANT.** ENGINEER is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the OWNER.
6. **COMPLIANCE WITH LAWS.** ENGINEER will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
7. **PAYMENT TERMS.** ENGINEER shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by ENGINEER during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by ENGINEER during that month. Lump Sum will be based on percent of effort completed as estimated by ENGINEER). ENGINEER shall be paid for all invoices within 30 days of submittal. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of 1.5% per month. If OWNER fails to make payment within sixty (60) days of the invoice date, ENGINEER shall be entitled to collect from the OWNER any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by ENGINEER in connection therewith and, in addition, the reasonable value of ENGINEER's time and expenses spent in connection with such collection action, computed at ENGINEER's prevailing fee schedule and expense policies.
8. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of ENGINEER. ENGINEER will retain all common law, statutory, and other reserved rights, including the copyright thereto. ENGINEER shall not be held liable for reuse of documents or modifications thereof by the OWNER or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to ENGINEER.
9. **ACCESS TO SITE.** Unless otherwise stated, the ENGINEER shall have access to the site for activities necessary for the performance of services. ENGINEER shall take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damages and will not be responsible for such costs.
10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, ENGINEER shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by ENGINEER as part of services during construction under Agreement shall not make ENGINEER responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make ENGINEER responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
11. **HAZARDOUS CONDITIONS.** The parties acknowledge that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialty

subconsultant or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

12. **INSURANCE.** ENGINEER will provide a certificate of insurance upon request.
13. **INDEMNIFICATION & WAIVER.** OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees, and subconsultants from and against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the ENGINEER'S services under this Agreement, *excepting only those damages, liabilities or costs arising from the sole negligence of the ENGINEER.*
14. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Illinois. Venue shall be in Monroe County Circuit Court. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
15. **DESIGN WITHOUT CONSTRUCTION PHASE SERVICES.** ENGINEER and the CLIENT agree that if the services do not include construction phase services, the OWNER shall be solely responsible for interpreting the Contract Documents and observing the work of the contractor(s) to discover, correct or mitigate errors, inconsistencies or omissions. If the OWNER authorizes deviations, recorded or unrecorded, from the documents prepared by ENGINEER, the OWNER shall indemnify and hold ENGINEER, its agents and employees harmless from and against claims, losses, damages, and expenses, including but not limited to defense costs and the time of ENGINEER, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.
16. **OPINIONS OF PROBABLE CONSTRUCTION COSTS** are prepared on the basis of ENGINEER'S experience and qualifications and represent ENGINEER's judgment as a professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from ENGINEER'S opinions or estimates of probable construction cost.
17. **OWNER-PROVIDED INFORMATION.** ENGINEER is not required to check or verify OWNER-provided information or the technical adequacy or compliance of any portion of the project designed by the OWNER'S consultants. ENGINEER assumes no responsibility for the accuracy of information provided by the OWNER or of design information provided by others, excluding the firm's subconsultants. The OWNER agrees to defend and indemnify ENGINEER for any delays, costs, losses, or damages caused by false, inaccurate, or non-compliant information provided by the OWNER or the OWNER'S consultants.
18. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees that, to the fullest extent permitted by law, the ENGINEER'S total liability to the OWNER for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the lesser of the amount of the fee or \$50,000.00. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

19. STANDARD HOURLY BILLING RATES.

CLASSIFICATION	I	II	III	IV
Technical Intern	\$50.00			
Admin. Assistant	\$55.00	\$60.00	\$65.00	\$70.00
Technician	\$75.00	\$85.00	\$95.00	\$110.00
Surveyor (PLS)	\$115.00			
Scientist	\$85.00	\$100.00	\$115.00	\$140.00
Project Engineer	\$95.00	\$100.00	\$105.00	\$115.00
Project Manager	\$115.00	\$125.00	\$135.00	\$150.00
Regional Manager	\$170.00			
Principal	\$180.00			

Salary Cost or Standard Hourly Rates for Time and Materials or Cost plus Fixed Fee contracts are subject to change annually on May 1 to reflect adjustments in ENGINEER'S salary levels.

20. **EXPENSE REIMBURSEMENT.** (i) Mileage – Current IRS rates apply. (ii) Meals – At cost not to exceed \$8.00.

TASK ORDER

In accordance with the Task Order Agreement for Professional Services dated _____ ("Agreement"), OWNER and ENGINEER agree as follows:

PROJECT: _____ **TASK ORDER #:** _____

PROJECT DESCRIPTION:

SCOPE OF SERVICES:

- METHOD OF PAYMENT:**
- LUMP SUM.** Compensation for these services shall be a Lump Sum of \$ _____.
 - TIME AND MATERIALS.** Compensation for these services will not exceed \$ _____ without written authorization and will be based on the following option, plus Reimbursable Expenses times a factor of 1.00 and Subconsultant Expenses times a factor of 1.10.
 - ENGINEER'S Salary Cost times a factor of _____.
 - ENGINEER'S Standard Hourly Rates (per Agreement).
 - COST PLUS FIXED FEE.** Compensation for these services shall be ENGINEER'S Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of 1.00 plus Subconsultant Expenses times a factor of 1.10. The estimated compensation for services is \$ _____ plus a fixed fee of \$ _____ for a total of \$ _____.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, ENGINEER shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the OWNER prior to any effort being expended on such services.

TERMS & CONDITIONS:
Execution of this Task Order by OWNER and ENGINEER shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. ENGINEER is authorized to begin performance upon its receipt of a copy of this Task Order signed by OWNER. **SUPPLEMENTARY CONDITIONS ATTACHED:** YES NO

OWNER:	_____	ENGINEER:	_____
BY:	_____	BY:	_____
SIGNATURE:	_____	SIGNATURE:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 17-25 Authorizing the Execution of a
Professional Services Agreement – Task Order No. 1 between the City of
Waterloo, Illinois and HMG Engineers, Inc. for the Downtown ADA Transition
Project with a Not to Exceed Amount of \$7,600.00 without written authorization.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

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

RESOLUTION NO. 17-25

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT – TASK ORDER NO. 1 BETWEEN THE CITY OF WATERLOO, ILLINOIS AND HMG ENGINEERS, INC. FOR THE DOWNTOWN ADA TRANSITION PROJECT WITH A NOT TO EXCEED AMOUNT OF \$7,600.00 WITHOUT WRITTEN AUTHORIZATION.

WHEREAS, attached is proposed Professional Services Agreement – Task Order No. 1 between the City of Waterloo, Illinois and HMG Engineers, Inc. with a not to exceed amount of \$7,600.00; and,

WHEREAS, the City of Waterloo, Illinois is in need of Engineering Services related to the Downtown ADA Transition Project; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign said Professional Services Agreement – Task Order No. 1 with HMG Engineers, Inc. for Engineering Services related to the Downtown ADA Transition Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the Mayor to execute said Professional Services Agreement – Task Order No. 1 as attached.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 20th day of November, 2017.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

TASK ORDER

In accordance with the Task Order Agreement for Professional Services dated _____ ("Agreement"), OWNER and ENGINEER agree as follows:

PROJECT: DOWNTOWN ADA TRANSITION PLAN **TASK ORDER #:** 1

PROJECT DESCRIPTION:

OWNER requires an Americans with Disabilities Act (ADA) Transition Plan for sidewalks and ramps in the Downtown area (map attached for reference).

SCOPE OF SERVICES:

ENGINEER shall 1.) measure and photograph the sidewalks/ramps at street intersections in the Downtown area, and any existing mid-block handicap ramps; 2.) add the sidewalks/ramps information to the City's GIS for tracking repairs, complaints, and support documents for the ADA Transition Plan; and 3.) prepare an ADA Transition Plan that outlines policies for the replacement of ramps and detectable warnings that do not meet current requirements. The ADA Transition Plan will also include resolutions (once adopted by the City Council) outlining ADA Design Guidelines, ADA Coordinator, Complaint Procedure, Complaint Form, and maps showing sidewalks/ramps locations.

METHOD OF PAYMENT:

- LUMP SUM.** Compensation for these services shall be a Lump Sum of \$ _____.
- TIME AND MATERIALS.** Compensation for these services will not exceed \$ 7,600.00 without written authorization and will be based on the following option, plus Reimbursable Expenses times a factor of 1.00 and Subconsultant Expenses times a factor of 1.10.
 - ENGINEER'S Salary Cost times a factor of _____.
 - ENGINEER'S Standard Hourly Rates (per Agreement).
- COST PLUS FIXED FEE.** Compensation for these services shall be ENGINEER'S Cost plus a fixed professional fee, including Reimbursable Expenses times a factor of 1.00 plus Subconsultant Expenses times a factor of 1.10. The estimated compensation for services is \$ _____ plus a fixed fee of \$ _____ for a total of \$ _____.

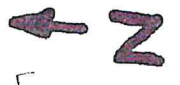
In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, ENGINEER shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the OWNER prior to any effort being expended on such services.

TERMS & CONDITIONS:

Execution of this Task Order by OWNER and ENGINEER shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. ENGINEER is authorized to begin performance upon its receipt of a copy of this Task Order signed by OWNER. **SUPPLEMENTARY CONDITIONS ATTACHED:** YES NO

OWNER: CITY OF WATERLOO
BY: Thomas Smith
SIGNATURE: _____
TITLE: Mayor
DATE: _____

ENGINEER: HENRY, MEISENHEIMER & GENDE, INC.
BY: Scott A. Rakers, P.E.
SIGNATURE: *Scott A. Rakers*
TITLE: Executive Vice President
DATE: 11/13/17



City of Waterloo 11/13/17
 Downtown ADA Transition Plan (Yellow)

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 17-26 Authorizing the Execution of a Letter of Agreement between the City of Waterloo, Illinois and J & J Septic Tank & Sewer Cleaning, LLC for Sludge Hauling.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

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

RESOLUTION NO. 17-26

A RESOLUTION AUTHORIZING THE EXECUTION OF LETTER OF AGREEMENT BETWEEN THE CITY OF WATERLOO, ILLINOIS AND J & J SEPTIC TANK & SEWER CLEANING, LLC FOR SLUDGE HAULING.

WHEREAS, attached is a proposed Letter of Agreement for sludge hauling services by and between the City of Waterloo, Illinois and J & J Septic Tank & Sewer Cleaning, LLC; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign said Letter of Agreement for Sludge Hauling Services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the Mayor to execute said Letter of Agreement as attached.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 20th day of November, 2017.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

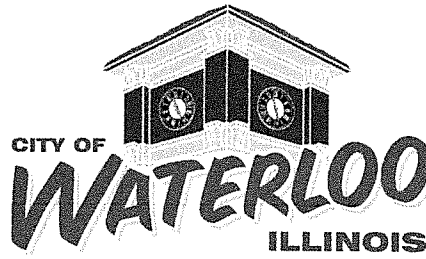
AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

THOMAS G. SMITH, Mayor
BARBARA PACE, Clerk
BRAD A. PAPENBERG, Treasurer



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

LETTER OF AGREEMENT

THIS CONTRACT/PROPOSAL made and entered into as of the 1ST day of January 2018 by and between the City of Waterloo and J & J Septic Tank & Sewer Cleaning, LLC, whose mailing address is 5574 Sportsman Road, Waterloo, IL 62298 (hereinafter called CONTRACTOR, which term shall include its successors and assigns),

WITNESSETH:

IN CONSIDERATION of the following covenants and agreements, the City of Waterloo and the CONTRACTOR hereby mutually agree to bind themselves as follows:

SECTION I – SCOPE

The CONTRACTOR shall provide transportation and approved sites for the removal and satisfactory agricultural land utilization of City of Waterloo residuals generated from their wastewater treatment plant(s) in Waterloo, Illinois.

SECTION II – CONTRACTOR OBLIGATIONS

The CONTRACTOR, in executing the contract for agricultural land utilization shall adhere to the following:

1. Maintain an adequate inventory of farm land for City of Waterloo residuals, and maintain regulatory approvals and landowner agreements required for agricultural land application in accordance with and in conformance to all applicable Federal, State and Local laws, ordinances, rules and regulations.
2. Provide all material, fuel, tools, equipment, services, supervision and labor to land apply City of Waterloo residuals.

3. Maintain the integrity of all public and private property onsite as it pertains to the project scope.
4. Provide the City of Waterloo with copies of all correspondence and other communications pertaining to the Residuals management and utilization program.
5. Employ “state of the art” land application methods, approved by the United States Environmental Protection Agency and Illinois Environmental Protection Agency (I.E.P.A.), as required.
6. Develop and implement recordkeeping and reporting programs that comply with I.E.P.A. and/or regulatory requirements.
7. Develop and implement an environmental safeguard and safety plan for the project.
8. Provide proof of liability insurance.
9. Indemnify and hold the City of Waterloo harmless from all damages, claims or causes of action arising from the utilization of residuals generated by the City of Waterloo.

SECTION III – INSURANCE

Prior to commencing work under this contract, the CONTRACTOR shall submit a certificate of insurance that meets the following minimum requirements:

A. Workers’ Compensation	Statutory
B. Employer’s Liability	\$1,000,000
C. General Liability – per occurrence	\$1,000,000
-general aggregate	\$2,000,000
D. Auto Liability	\$1,000,000

All Certificates of Insurance shall verify the City of Waterloo has been named as an additional insured under the CONTRACTOR’S general liability policy.

SECTION IV – PAYMENT

The CONTRACTOR shall provide a verifiable accounting of cubic yards/gallons of residuals applied at the CONTRACTOR'S site to the City of Waterloo. The CONTRACTOR shall submit invoices and be paid within 60 days for cubic yards/gallons transported and applied.

SECTION V – RECORDKEEPING

The CONTRACTOR shall maintain records and submit summary reports by the end of the calendar year. Reports will include:

1. Hauler's name, address and telephone number.
2. Waste hauler's license number.
3. I.E.P.A. Permit Application.
4. Number of loads transported and applied on the Contractor's utilization sites.
5. Cumulative gallons/dry tons applied at each utilization site.
6. Landowner's name.
7. Location of site.
8. Expected and actual crop grown, with yields.
9. Metal Loading Rates.
10. Nutrient Loading Rates
11. CEC of Soils before and after utilization

SECTION VI – ACCEPTANCE OF OUTSIDE WASTE

1. The City shall not under any circumstances accept waste individually or comingled with the accepted waste from grease traps, grease interceptors, oil and grease interceptors, and grit traps.
2. The City shall accept septage from residential, commercial, institutional and industrial septic tanks and aeration units provided said septage is from domestic waste operation i.e., portable toilet waste, restrooms; kitchens, but not grease traps; shower rooms and laundry rooms. Other waste except that excluded in Section VI, Item #1 above, shall require a waste specific IEPA permit.
3. The City reserves the right to test every load of waste before receipt, and to

reject any load at any time. Testing, if required, shall be billed to the CONTRACTOR. Normally, domestic septage shall not be tested. However, if the Director of Public Works requests it, any load may be tested.

4. The CONTRACTOR will be responsible for monthly cleaning of the Influent Channel ("Z" Channel) of all debris deposited by CONTRACTOR'S trucks hauling septic tank sludge to the plant.

SECTION VII – LEGAL ADDRESS

The address given in the Proposal is hereby designated as the legal address of the CONTRACTOR. Such address may be changed at any time by notice in writing delivered to the Contract Administrator. The legal address is as follows:

J & J Septic Tank & Sewer Cleaning LLC
5574 Sportsman Road
Waterloo, IL62298

SECTION VIII– FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performances of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party (Hereinafter called "Force Majeure"). Force Majeure includes, but is not limited to, any of the following if reasonably beyond the control of the party claiming Force Majeure: Delays such as War (declared or undeclared), blockades, hostilities, revolution, riots, strikes, lockout or other labor disturbances, epidemics, fire storm, delay or interruption in transportation, or any law, regulations or ordinance of any government, governmental agency or court having or claiming to have jurisdiction over any part of the services, including laws, regulations or ordinances pertaining to the protection of the environment, or obtaining permits required by any such government, governmental agency or court, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within control of the party claiming Force Majeure.

Either party hereto shall give notice promptly within seven (7) calendar days of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the service under this Contract or any negotiated Change Order.

SECTION IX – UNIT PRICES

1. \$ 0.0175 cents per gallon

The City of Waterloo will pay the CONTRACTOR per gallon for removal and transportation to the City Property, and the satisfactory agricultural land utilization of City of Waterloo residuals generated from the Wastewater Treatment Plant.

2. \$ 0.0225 cents per gallon

The City of Waterloo will pay the CONTRACTOR per gallon for removal and transportation offsite, and the satisfactory agricultural land utilization of City of Waterloo residuals generated from the Wastewater Treatment Plant.

3. \$ \$20.00 per truck load of dewatered sludge

The City of Waterloo will pay the CONTRACTOR per Truck Load of dewatered sludge (residuals) removed and disposed of from the City's Wastewater Treatment Plant. The City of Waterloo will pay the CONTRACTOR per Truck Load for removal and transportation to the City Property, and satisfactory land utilization of City of Waterloo sludge (residuals) generated from the Wastewater Treatment Plant.

4. \$ \$40.00 per truck load of dewatered sludge

The City of Waterloo will pay the CONTRACTOR per Truck Load of dewatered sludge (residuals) removed and disposed of from the City's Wastewater Treatment Plant. The City of Waterloo will pay the CONTRACTOR per Truck Load for removal and transportation offsite, and satisfactory land utilization of City of Waterloo sludge (residuals) generated from the Wastewater Treatment Plant.

5. \$ 0 per truck load up to 2500 dumps annually (3,500 gallons or less)

The CONTRACTOR will pay the City of Waterloo per truck load of septage as defined in Section VI - #2 herein. During the sludge removal process, should the addition of dilution water be needed, said water would be pumped from adjacent clarifier by the CONTRACTOR. The agreed upon volume of dilution water shall not exceed 20% of the total sludge volume. No water will be added without the mutual consent of a City of Waterloo wastewater representative and the CONTRACTOR. Dilution water that is added will become necessary for sludge removal and will, therefore, become part of the total volume billed to the City of Waterloo.

6. \$ 50.00 per truck load over 2500 dumps annually (3,500 gallons or less)

The contractor will pay the City of Waterloo per truck load of septage as defined in Section VI-#2 herein. For any dilution water required, the CONTRACTOR shall follow paragraph 5 above.

SECTION X- TERMINATION OF CONTRACT

The CONTRACTOR and/or the City of Waterloo shall have the option to immediately terminate this agreement if:

1. The CONTRACTOR is unable to legally utilize said residuals due to a change in Federal, State or Local laws.
2. The said Residuals become impure or otherwise unsuitable for utilization by the CONTRACTOR by any reason of the act or omission of third party, and through no fault of either party to this agreement. CONTRACTOR expressly waives the applicability of this provision unless the condition of said residuals is materially inconsistent with the description and analysis the City of Waterloo previously has provided the CONTRACTOR.

SECTION XI- ASSIGNMENT OF CONTRACT

The City of Waterloo shall have the right to assign this Contract to any successor in interest to the subject utilization and disposal contract. The CONTRACTOR hereby consents to said assignment, provided that the Assignee provides timely written confirmation to the CONTRACTOR that it accepts all obligations of the City of Waterloo hereunder. This contract will end on December 31, 2022 .

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals.

Dated the day and year first herein written.

MAYOR

DATE: _____

BY: _____

ATTEST: _____

CONTRACTOR

DATE: _____

BY: _____

TITLE: _____

ATTEST: _____

City of Waterloo
100 West Fourth Street
Waterloo, IL 62298

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 17-27 In Support of a Joint Sidewalk
Project with Monroe County for the Rogers Street / Country Club Lane / North
Market Street Sidewalk Project.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

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

RESOLUTION NO. 17-27

A RESOLUTION IN SUPPORT OF A JOINT SIDEWALK PROJECT WITH MONROE COUNTY FOR THE ROGERS STREET / COUNTRY CLUB LANE / NORTH MARKET STREET SIDEWALK PROJECT.

WHEREAS, Monroe County has expressed a desire to install a sidewalk connecting the current Rogers Street sidewalk with a sidewalk on North Market Street; and,

WHEREAS, the City of Waterloo, Illinois is in agreement with Monroe County on construction of a sidewalk to connect the current city sidewalk on Rogers Street with a sidewalk on North Market Street; and,

WHEREAS, the course of the sidewalk to be construction will run from the existing Rogers Street sidewalk down to Country Club Lane, along Country Club Lane, crossing Illinois State Route 3 at an existing stop light; and continuing along North Market Street to its existing sidewalk; and,

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF WATERLOO, ILLINOIS on this 20th day of November, 2017 that they are in support of and in agreement with Monroe County for the Rogers Street / Country Club Lane / North Market Street Sidewalk Project.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

SIGNED:

Thomas Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 17-28 Authorizing the Execution of a Farm Contract for the right to dump sludge.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-17-17

Submitted by:
Shawn Kennedy, Collector / Budget Officer

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

RESOLUTION NO. 17-28

A RESOLUTION AUTHORIZING THE EXECUTION OF A FARM CONTRACT FOR THE RIGHT TO DUMP SLUDGE.

WHEREAS, attached is a proposed Farm Lease and Security Agreement for sludge hauling services by and between the City of Waterloo, Illinois and J & J Septic Tank & Sewer Cleaning, LLC; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign said Farm Lease and Security Agreement for Sludge Dumping Services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the Mayor to execute said Farm Lease and Security Agreement as attached.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 20th day of November, 2017.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____



Farm and Ranch Management * Real Estate Sales * Insurance
Oil & Gas Management * Agricultural Consultation * Agricultural Appraisals
Commodity Marketing * Conservation & Recreation Services

FARM LEASE AND SECURITY AGREEMENT CASH RENT

Parties: This Farm Lease and Security Agreement (the "Lease") is entered into by and between *Farmers National Company*, ("AGENT"), hereinafter acting as the Farm Manager for OWNER of the real estate or its authorized representative, ("OWNER"), CITY OF WATERLOO, (collectively referred to herein as the "MANAGER"), and J & J SEPTIC AND SEWER CLEANING LLC, 5574 SPORTSMAN RD, WATERLOO, IL, 62298 hereinafter referred to as OPERATOR.

Property: MANAGER Leases to OPERATOR the following described real Property (the "Property"): W1/2SW1/4SEC. 17, TWP 2S, RGE 9W OF THE 3RD P.M. LESS A DEEDED TRACT OF 0.25 OF AN A. LOCATED IN NE CORNER OF W1/2SW1/4 SUBJECT TO ALL ROW & EASEMENTS OF RECORD, Monroe, County, State of Illinois, containing approximately 79.75 acres, excepting there from all rights to hunt, fish, trap or otherwise take or harvest fish and game upon the Property, all of which rights (including the right to Lease) are reserved to MANAGER, its successors and assigns.

Term: The term of this Lease shall begin on 01/01/2018, and shall end on 12/31/2020 without notice of any type being required of MANAGER, unless expressly required by applicable state law. *Provided*, however, that MANAGER may terminate this Lease at any time upon OPERATOR's failure to timely pay the full amount of any rent due hereunder.

Rent: OPERATOR shall pay rent to MANAGER, as follows:

55.37 ACRES AT \$100.00 PER ACRE TOTALING \$5,537.00 PLUS POTENTIAL BONUS USING THE FOLLOWING FORMULA:

YIELD X AVERAGE OF RMA BASE & HARVEST PRICE MULTIPLIED BY 25% LESS BASE CASH RENT.

BONUS TO BE PAID ON OR BEFORE DECEMEBER 1ST.

CASH RENT IS DUE AS FOLLOWS:

03/01/2018	\$5,537.00
12/01/2018	To Be Determined
03/01/2019	\$5,537.00
12/01/2019	To Be Determined
03/01/2020	\$5,537.00
12/01/2020	To Be Determined

Provided, however, if all of the rent due hereunder is paid in full on or before 01/01/2018, or if the OPERATOR has provided the MANAGER with a satisfactory and enforceable Letter of Credit securing any remaining rent due hereunder, the provisions of Operating Covenants 7 through 11, below, shall not apply.

All crops will be planted, and all cropping practices conducted in accordance with a written crop plan between MANAGER and OPERATOR ("Crop Plan") which shall be made a part of this Lease.

Expenses: Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

NO EXPENSES TO MANAGER.

100% TO OPERATOR.

MANAGER WILL PAY FOR LIMESTONE WHEN SOIL TEST AND MANAGER INDICATE IT IS NEEDED.

OPERATOR RESPONSIBLE FOR APPLICATION.

Farm Programs: All decisions concerning participation of the Property in any Local, State, or Federal agricultural, conservation or similar programs shall be at the discretion of MANAGER in accordance with the Crop Plan. Any division of payments shall be in conformity with applicable governmental laws and regulations.

It is mutually understood and agreed that if OPERATOR a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and b) fails or refuses to comply with the terms and conditions of this Lease, and c) is terminated by MANAGER as OPERATOR under this Lease for any reason, then OPERATOR agrees to immediately return the advanced government program payments. As determined by the Farm Service Agency, the payments shall either be returned to the FSA, or paid to the new tenant to whom the Property is Leased for the applicable farm year.

100% TO OPERATOR. 0% TO MANAGER.

Agricultural Chemicals: OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with the Crop Plan agreed to with MANAGER.

100% TO OPERATOR.

TO BE APPLIED ACCORDING TO LABEL AND PER APPROVED CROPPING PLAN PREPARED WITH MANAGER.

Operating Covenants: The following paragraphs may be deleted, under appropriate circumstances:

OPERATING COVENANTS:

1. **Rent:** Cash rent shall be paid on the dates set forth herein, without further notice from MANAGER to OPERATOR. Cash rent not paid when due shall bear interest until paid, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. OPERATOR agrees to pay a service charge of \$25 for any returned or insufficient funds check.
2. **Assignment - Subleasing:** OPERATOR agrees not to assign this Lease to any other person, nor sublease all or any part of the Property without the prior written permission of MANAGER. For the purpose of this section, an assignment of this Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis.
3. **Right to Enter:** MANAGER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. MANAGER, its lessees, agents, assigns or contractors shall also have the right to go upon the land to fall till, or develop the land for irrigation, to install conservation structures, to seed or sow any grain or grass thereon or to hunt, fish, trap or otherwise take or harvest fish and game from the Property.

4. **Litigation**: In the event of default by OPERATOR resulting in MANAGER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, OPERATOR agrees to pay MANAGER's reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Operating Covenant 1.
5. **Default**: All covenants and agreements contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein, MANAGER may terminate the Lease as provided herein, and/or bring an action for damages, performance, or other suitable remedy in a court of competent jurisdiction. Any waiver or failure by MANAGER to strictly enforce any provision of this agreement shall not be deemed to restrict or limit MANAGER's ability to strictly enforce said provision at any time thereafter.
6. **Failure to Perform / Right of Entry**: OPERATOR agrees that if he or she fails to diligently perform any agricultural activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if he or she fails to follow Crop Plan or assigns this Lease or subleases the Property in whole or in part, MANAGER may, after giving OPERATOR 72 hours written notice, personally delivered to OPERATOR, or sent to OPERATOR's last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary agricultural activities which OPERATOR should have done, and MANAGER shall add all expenses incurred therewith to the rent to be paid hereunder, the same to be immediately due and bear interest until paid at the rate set forth under Operating Covenant 1.
7. **Financial Statement**: OPERATOR agrees to furnish MANAGER a statement showing OPERATOR's current financial position upon request of MANAGER.
8. **Insolvency of OPERATOR**: The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle MANAGER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.
9. **Sale and Removal of Crops**: OPERATOR agrees and acknowledges that, until the scheduled cash rent payments due hereunder have been paid and are not delinquent, and all of the grain has been delivered, MANAGER shall have Property rights in the crops produced on the Property, and therefore covenants and agrees not to sell or remove any of the crops raised on the Property during the term of this Lease until the rent due hereunder has been fully paid or MANAGER has given OPERATOR written consent to such sale or removal.
10. **Security Interest**: As security for the rents and other payments and obligations due hereunder, OPERATOR hereby grants MANAGER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced, on the Property, on all livestock kept or pastured on the Property, and on all proceeds of such crops and livestock. The security interest granted herein shall extend to and cover all warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of MANAGER. OPERATOR shall furnish MANAGER a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property, in accordance with the Food Security Act of 1985.
11. **Warranty of OPERATOR**: OPERATOR expressly warrants and guarantees to MANAGER that

any security interest granted to MANAGER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide MANAGER with a first security interest, and upon failure to do so, MANAGER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease and enter into full possession of the Property.

12. **OPERATOR'S Contribution, Accounting:** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon with MANAGER; (b) to furnish all labor and equipment necessary to operate the Property; (c) to promptly complete a "harvest results" card, and return it to MANAGER within 48 hours following delivery of MANAGER'S harvested grain, if any; and (d) to reimburse MANAGER for any loss experienced by MANAGER as a result of OPERATOR'S failure to provide the harvest results to MANAGER as required under (c), above. Despite any provision herein to the contrary, OPERATOR shall provide, at its own cost and expense, complete and accurate yield documentation to MANAGER within two (2) weeks following harvest of each crop grown on the Property. Yield documentation under this Paragraph shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements.

13. **Care of Property:** OPERATOR agrees that he will: a) cultivate and otherwise operate the Property in a professional workmanlike manner, and in accordance with the Crop Plan and generally recognized and approved agricultural practices; b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; d) operate the Property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to the jurisdiction of USDA and EPA and their related agencies; and e) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

14. **Environmental Compliance:** (a) OPERATOR warrants that he is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) OPERATOR warrants that he will operate the Property in full compliance with all such laws, and will notify MANAGER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the AGENT or OWNER; (c) OPERATOR warrants that all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) OPERATOR acknowledges that he is knowledgeable of the Worker Protection Standard adopted by EPA, and warrants that he will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) OPERATOR agrees to complete any Environmental Questionnaires or other requests for environmental information solicited by MANAGER.

15. **Machinery and Equipment:** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.

16. **Weed Control:** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are

necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by MANAGER.

17. **Insect and Disease Control**: OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at his own cost, unless otherwise specified herein, or in writing by MANAGER.

18. **Fertilizers, Lime and Manure**: OPERATOR agrees to haul out and distribute, as agreed with MANAGER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide MANAGER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by MANAGER.

19. **Crop Handling**: If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property, unless otherwise agreed herein or in writing by MANAGER. For purposes of this paragraph, "handling" shall include, but shall not be limited to placing crops in storage facilities located on the Property, hauling to a grain elevator or other facility selected by MANAGER, and such other handling services as required from time to time by MANAGER.

20. **Straw and Stalks**: OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the Property, unless otherwise expressly agreed herein, or in writing by MANAGER.

21. **Improvements**: OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to MANAGER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR's failure to maintain, or otherwise because of OPERATOR's neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that MANAGER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

22. **Fences**: OPERATOR will maintain and remove fences located on the Property at the request of MANAGER without charge for labor. In the event new fence is required, compensation shall be as provided for elsewhere herein.

23. **Improvements Made by OPERATOR**: It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature that may be erected upon the above described Property during the term of this Lease by OPERATOR shall be deemed as additional rent and shall inure to the Property and become the Property of MANAGER unless permission to erect and remove the same shall be obtained beforehand, in writing, and made a part of this Lease.

24. **Insurance**: OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Comprehensive General Liability Insurance, including Employer's Liability, with respect to OPERATOR's use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. Operator may at the option of MANAGER be required to name the OWNER and the AGENT as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under

FARM# 30474-1 CITY OF WATERLOO

Operating Covenant 25(a) only; (c) Automobile Liability Insurance on all owned, non-owned, hired or leased automotive equipment in conjunction with operations, in amounts not less than \$500,000 per occurrence; and d) If required by MANAGER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Operating Covenant 40, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to MANAGER upon request.

25. **Indemnification:** OPERATOR agrees to indemnify and hold OWNER and the MANAGER harmless from any and all claims, liability, loss, damage or expenses resulting from OPERATOR's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or Property from whatever cause (other than negligence or misconduct by MANAGER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal Property in or on the Property, including any liability for injury to the person or personal Property of OPERATOR its agents or employees; (b) By reason of any work performed on the Property or materials furnished on the Property at the instance of or request of OPERATOR, its agents or employees, other than negligence or misconduct by MANAGER, its agents or employees; (c) By reason of OPERATOR's failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the Property; (d) Because of OPERATOR's failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. MANAGER will indemnify OPERATOR for losses to OPERATOR's livestock and equipment resulting from MANAGER's Lease of hunting rights on the Property to third parties. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

26. **Independent Contractors:** If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure MANAGER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Operating Covenant 24 herein, and any other insurance MANAGER deems reasonably necessary or desirable, under the circumstances.

27. **Expiration of Term; Termination:** Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: a) OPERATOR will promptly surrender possession of the Property to MANAGER or its designee in as good order and condition as when the same was entered upon by OPERATOR, loss by fire, acts of God, or ordinary wear and tear excepted; b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal Property of all type and description from the Property at its own cost and expense; c) If OPERATOR should fail to deliver possession of the Property to MANAGER or otherwise fails to comply with the terms of this Paragraph 27, MANAGER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR's personal Property, at OPERATOR's sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$100 per day until possession has been delivered and OPERATOR's personal Property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by MANAGER by reason of OPERATOR's failure to yield possession.

28. **Binding on Heirs:** Except as provided in Paragraph 34, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both MANAGER and OPERATOR in like manner as upon the original parties. The rights

referred to herein shall not include subleasing or assignment as set forth above.

29. **Partnership Not Created**: This Lease should not be construed as giving rise to a partnership, and neither party shall be liable for debts or obligations of the other without written consent, and OPERATOR has no authority to incur any obligation on behalf of OWNER or AGENT.

30. **Notices**: Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.

31. **Time of Essence**: Time is expressly declared to be of the essence in this Lease.

32. **Farm Programs**: Participation of this Property in any Local, State or Federal agricultural, conservation or similar programs, or any program for carbon sequestration, and compliance with the terms and conditions of such programs shall be subject to the direction and control of MANAGER:

33. **Sale of Property**: OPERATOR acknowledges and agrees that OWNER may desire to sell the Property between the time this Lease is made and entered into and the following January 1st. If a sale contract on the Property is entered into, and OPERATOR is notified in writing of the sale, before such January 1st, OPERATOR agrees to terminate this Lease and to return full possession of the Property to MANAGER. MANAGER agrees to reimburse OPERATOR for any labor or inputs provided by OPERATOR in anticipation of the upcoming crop year. Reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

34. **Death or Incapacity of OPERATOR**: OPERATOR agrees that this Lease is a personal services contract with MANAGER, and that in the event of OPERATOR's death or disability prior to commencement of farming operations or payment of all rent due hereunder, whichever occurs first, this Lease shall, at MANAGER's option, not take effect and shall be null and void.

35. **Termination - Compensation for Work Done**: OPERATOR acknowledges and agrees that this Lease will terminate on the date set forth under **Term**, above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (i.e. wheat), without the written approval of MANAGER. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without prior written approval. Where approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

36. **Possession - Liability**: MANAGER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.

37. **Extension of Term - Amendments**: The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.

38. **Oil, Gas and Minerals**: This Lease is subject to all oil, gas or mineral Leases heretofore or hereafter executed by OWNER or its agents. OPERATOR agrees to allowing exploration companies to enter upon the Property and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of OPERATOR and growing crops and Property of MANAGER. Upon request, OPERATOR shall be notified by MANAGER of known or anticipated oil, gas or mineral exploration activity.

39. **General**: (a) It is mutually understood and agreed that the use of Global Positioning Technology on the Property requires the prior consent and approval of MANAGER, which consent and approval will not be unreasonably withheld. The ownership, access to, and use of all information generated through the use

of Global Positioning Technology shall be the property of MANAGER, unless otherwise mutually agreed upon in advance by MANAGER and OPERATOR, in writing; to the extent OPERATOR is in possession of such information, it will promptly deliver the same to MANAGER upon request; and (b) It is mutually understood and agreed that this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.

40. Miscellaneous Provisions:

TENANT RESPONSIBLE FOR AT MINIMUM MAINTENANCE FERTILIZER ANNUALLY AND SOIL TESTS OF FARM AS DIRECTED BY FARM MANAGER.

EVIDENCE OF FOLLOWING TO BE PROVIDED WHEN REQUESTED BY FARM MANAGER:

- A) YIELDS, I.E., SETTLEMENT SHEETS, YIELD MAPS, CROP INSURANCE RECORDS
- B) FERTILIZER, SEED AND HERBICIDE USED ON FARM
- C) FSA 578S
- D) FSA PROGRAM CONTRACTS
- E) OTHER ITEMS THAT RELATE TO THIS FARM

MANAGER TO PROVIDE LIMESTONE MATERIAL WHEN SOIL TEST AND MANAGER INDICATE IT IS NEEDED. OPERATOR RESPONSIBLE FOR APPLICATION. OPERATOR TO PROVIDE SOIL TEST AND COPY OF RESULTS TO MANAGER EVERY 3 YEARS.

OPERATOR TO PROVIDE EVIDENCE OF PRODUCTION TO MANAGER NO MORE THAN 30 DAYS FOLLOWING HARVEST. (SETTLEMENT SHEETS OR APH RECORDS)

NO FALL WORK WITHOUT PRIOR PERMISSION FROM MANAGER.

THE FOLLOWING ITEMS ARE AGREED TO IN ORDER TO FULFILL THE LAND APPLICATION REQUIREMENTS FROM IEPA.

BY SIGNING THIS LEASE, THE OPERATORS AGREE TO THE FOLLOWING:

1. THE CONTRACTOR MUST MAINTAIN ALL RECORDS AND REGULATORY APPROVALS FOR AGRICULTURAL LAND APPLICATION IN ACCORDANCE WITH AND IN CONFORMANCE TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.
2. PROVIDE ALL MATERIAL, FUEL, TOOLS, EQUIPMENT, SERVICES, SUPERVISION AND LABOR TO LAND APPLY CITY OF WATERLOO RESIDUALS.
3. PROVIDE THE CITY OF WATERLOO WITH COPIES OF ALL CORRESPONDENCE AND OTHER COMMUNICATIONS PERTAINING TO THE RESIDUALS MANAGEMENT AND UTILIZATION PROGRAM.
4. EMPLOY "STATE OF THE ART" LAND APPLICATION METHODS, APPROVED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (I.E.P.A.), AS REQUIRED.

5. DEVELOP AND IMPLEMENT RECORD KEEPING AND REPORTING PROGRAMS THAT COMPLY WITH I.E.P.A. AND/OR REGULATORY REQUIREMENTS.
6. DEVELOP AND IMPLEMENT AN ENVIRONMENTAL SAFEGUARD AND SAFETY PLAN FOR THE PROJECT.
7. PROVIDE PROOF OF LIABILITY INSURANCE.
8. INDEMNIFY AND HOLD THE CITY OF WATERLOO HARMLESS FROM ALL DAMAGES, CLAIMS OR CAUSES OF ACTION ARISING FROM THE UTILIZATION OF RESIDUALS GENERATED BY THE CITY OF WATERLOO.

IN WITNESS WHEREOF, the parties hereto have entered into this Farm Lease and Security Agreement on the date first above written.

DISCLOSURE:

Farmers National Company, Farm Management AGENT for the OWNER, hereby discloses to OPERATOR that: 1) it is acting as the agent of the OWNER, with the duty to represent the OWNER's interest; 2) it is not, and will not be the agent of OPERATOR; and 3) information given to Farmers National Company will be disclosed to the OWNER.

***Operator: J & J SEPTIC AND SEWER CLEANING LLC /
9698***

Date

Agent: FARMERS NATIONAL COMPANY

Date

The farm operator grants permission for Farmers National Company to receive a copy of the FSA crop acreage certification for the term of this lease. This is in regard to this farm that is rented from Farmers National Company.

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Presentation of Police Pension Report by Keith Brinkmann.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-13-17

Submitted by:
Shawn Kennedy, Collector / Budget Officer

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

Required Reporting to the Municipality

To comply with 40 ILCS 5/3-143, each Downstate Police Pension Fund is required to prepare a report indicating various statistics of the pension fund. Various items in the report are “actuarial in nature” and, therefore, to avoid errors by the fund, we include a “draft required report” as part of the actuarial valuation package.

Items contained in this report are taken directly from the source data used to prepare the actuarial valuation and from the current and prior actuarial valuation reports prepared by our firm.

Some Pension Boards use this report as the formal request for the tax levy. PLEASE BE ADVISED THAT THIS REPORT IS NOT INTENDED TO REPLACE THE FORMAL REQUEST BY THE FUND. Particular attention should be paid to the “Employer contributions and all other sources” in item 2 and the “estimated amount required to meet the annual requirements of the fund” in item 3(b), both of which are completed based upon the calculated statutory minimum contribution as required by the statute. **These items are not based upon the recommended minimum contribution calculated by our firm and presented in the accompanying actuarial valuation report.**

We strongly suggest that a separate formal request for tax levy be submitted by the Pension Board to the municipality. Your Board attorneys should be consulted for the preparation of this formal request.

REQUIRED REPORTING TO MUNICIPALITY BY PENSION BOARD

As of 4/30/2017 fiscal year end

(40 ILCS 5/3-143) (from Ch. 108 1/2, par. 3-143)

Sec. 3-143. Report by pension board.

The pension board shall report annually to the city council or board of trustees of the municipality on the condition of the pension fund at the end of its most recently completed fiscal year. The report shall be made prior to the council or board meeting held for the levying of taxes for the year for which the report is made.

1.

Total Trust Assets (see attachment 1 for complete listing)

Total Assets (market value):	\$5,541,134
Actuarial Value of Assets (see item 8 for explanation):	\$5,813,213

2.

Estimated receipts during the next succeeding fiscal year from:

Participant Contributions deducted from payroll:	\$ 86,407
Employer Contributions and all other sources:	\$325,753

3.

Estimated amount required during the next succeeding fiscal year to:

(a) pay all pensions and other obligations provided in this Article:	\$300,338
(b) meet the annual requirements of the fund as provided in Sections 3-125 and 3-127:	\$412,160

4.

Total Net Income received from investment of net assets:	\$312,015
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Assumed Investment Return:	6.50%
Actual Investment Return:	5.43%

Total Net Income received from investment of net assets (FYE 4/30/2016):	\$ (29,177)
--	---------------------

Assumed Investment Return (FYE 4/30/2016):	6.50%
Actual Investment Return (FYE 4/30/2016):	(1.25)%

5.

Total number of Active Employees that are financially contributing to the fund:	13
---	-----------

6.

Disbursements to:

(i) Annuitants in receipt of a regular retirement pension:	
Total number of annuitants:	4
Total amount that was disbursed in benefits:	\$120,959
(ii) Recipients being paid a disability pension:	
Total number of annuitants:	2
Total amount that was disbursed in benefits:	\$ 53,966
(iii) Survivors and children in receipt of benefits:	
Total number of annuitants:	1
Total amount that was disbursed in benefits:	\$ 50,929

7.
Funded ratio of the fund: 67.40%
8.
Unfunded Actuarial Accrued Liability: \$2,812,009

The Unfunded Actuarial Accrued Liability is the excess of the Actuarial Accrued Liability over the Actuarial Value of Assets.

The Actuarial Accrued Liability is the portion of the present value of future plan benefits reflecting projected credited service and salaries determined by the actuarial cost method based upon the plan's actuarial assumptions and not provided for at a valuation date by the actuarial present value of future normal costs. The normal cost is the portion of this present value which is allocated to the current valuation year.

The Actuarial Value of Assets is the asset value derived by using the plan's asset valuation method which is a method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of municipal contributions.

9.
Investment Policy of the pension board under the statutory investment restrictions imposed on the fund.
(See attachment 2)

Certification

I, Jeffrey Prosisé, President of the Waterloo Police Pension Board, City of Waterloo, Monroe County, Illinois, do hereby certify that this document is a true and correct copy of: "Required Reporting to Municipality By Pension Board" as outlined in 40 ILCS 5/3-143.

Witness my hand this 15th day of November, 2017.



Jeffrey Prosisé
President of Waterloo Police Pension Board

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on 2018 Contribution of \$250.00 to "Explore
Waterloo" Merchant & Restaurant Group to be paid out of the Hotel/Motel Tax
Fund.

3. Relief or action to be requested:
Approval.

4. Submittal date: October 23, 2017

Submitted by:
Sarah Deutch

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on purchase of a new police vehicle from Morrow
Brothers Ford in the amount of \$38,845.00.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-09-17

Submitted by:
Chief of Police, Mike Douglas

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



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

November 9, 2017

Waterloo Illinois Police

Thank you for allowing us to quote on your police vehicle requirements. We have figured the following.

1-New 2017 Ford Police Interceptor Utility AWD

YZ White Exterior, Cloth Front Bucket Seats, Vinyl Rear Bench Seat
86P Front Warning Pre-Drill, 43D Dark Mode Interior Lights
66B LED Tail Lamp Warning Solution, 549 Heated Exterior Mirrors
51T Driver's Side Whelen LED Spot Light
68G Rear inside locks/handles Inoperative
18W Rear Windows Driver Controlled
60A Grill/Lamp/Speaker Wiring, 549 Heated Exterior Mirrors
Red/White Front Dome Light, Rear View Backup Camera
Ignition Override System, Remote Keyless Entry, 2 Extra Keys
New MP License/Title, All other standard equipment

2017 Interceptor Utility AWD	Illinois Government Price	\$28,270.00 *
	Vehicle Warning Equipment	\$ 7,115.00
	LINVS2 Intersection Warning	\$ 460.00
	Total Price	\$35,845.00

Units are ***in stock** at the time of this quote and are available first come first serve. Additional options can be added as required. Any and all trade in vehicles are welcome regardless of miles or condition. Let me know if you have any questions. Thank you.

Richie Morrow Wellenkamp
Fleet Manager/Vice President
Morrow Brothers Ford, Inc.



WWW.MORROWBROTHERSFORDINC.COM

Route 267 South • RR 2 Box 120 • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

Waterloo Illinois Police Department New Vehicle Price Detail

Utility AWD -	\$27990.00 base price
Keyless entry -	\$280.00
Light Bar, Siren, Console, Install Labor	\$4975.00
Front Prisoner Partition w/ Weapons Recess	\$790.00
Rear Cargo Barrier Only	\$490.00
Install Customer Supplied Video System	\$370.00
Dual Weapons Mount AR/870 w/timer	\$490.00
License & Title	Included
LINVS2 Intersection Warning	<u>\$460.00</u>
Total	\$35,845.00

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:
November 20, 2017
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on purchase of a new Mauldin M413XT Goldkey Motor
Grader from Cummings, McGowan & West in the amount of \$152,305.00 to
replace the 1971 grader.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

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

September 15, 2017

To REPLACE
1971 GRADER
(UL 113)

Mr. Eric Mauer
City of Waterloo, IL
104 W. Fourth Street
Waterloo, IL

Dear Eric,

We are pleased to quote the following for your consideration.

ONE New **Mauldin M413XT Goldkey** motor grader to the following specifications.

Mauldin Model M413XT-03 Maintainer with Deutz 118 hp turbocharged 4-cylinder Tier 3 diesel engine, all wheel hydrostatic drive with hi/low range selection, (4) 15-19.5 NHS 8-ply tires, low profile suspension operators seat, ROPS canopy with enclosed cab, A/C and heat, beacon wired directly to ignition and back up alarm, tilting steering column, (4) working lights, electric horn and DC power outlet, 10' x 19" moldboard with power angle, tilt, sideshift, raise/lower and float positions, front universal quick attach and front auxiliary hydraulics with case drain (25 GPM) with float position, ¾ cubic yard front bucket, rear quick attach scarifier with auxiliary hydraulics, 12 volt electrical system with heavy duty alternator, remote positive battery post, gauge cluster including tach, hour meter, oil pressure gauge, engine temperature and fuel gauge, mirror package, windshield washer and wiper-front and rear, AM/FM radio, and mounted fire extinguisher. *Beacon wired to ign*

Price *job: Factory* **\$152,305.00**

Terms: Net due at delivery.

All prices are current but subject to change.

All prices are plus any applicable taxes.

We thank you for the opportunity to quote the above equipment and look forward to being of service to you.

Sincerely,

CUMMINGS, MCGOWAN & WEST

Mike Crowe
Area Manager



761

47 years old

Package



Masters of the Mat



*If productivity, versatility and low maintenance are your requirements in a motor grader...
MAULDIN's M413XT is the Answer!*



The M413XT's small footprint makes it the perfect choice for working in tight areas like this alley.



With 45 degrees of Moldboard Tilt, the M413XT is perfect for blue-topping parking lots, driveways and shoulders.

Calder Brothers Corporation is a leading manufacturer in asphalt related products including commercial pavers, asphalt rollers, tack-coat sprayers, maintainers, motor graders, water trucks and asphalt distributors. Building a quality product based on sound engineering practices and using field tested, time proven components is our focus.

CBC demands performance and reliability out of each machine we manufacture. These same demands are expected from our partners as well, helping us insure quality product with unmatched service and support.

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:
November 20, 2017
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Country Club Hills, Phase II, Final Plat.

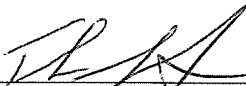
3. Relief or action to be requested:
Approval.

4. Submittal date: 11-15-17

Submitted by:
Jim Nagel, Subdivision & Zoning Administrator

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
Barbara Pace, Clerk
Brad A. Papenberg, Treasurer

To: Mayor Smith and Aldermen

From: Jim Nagel

Date: Nov 17, 2017

Subject: Country Club Hill Phase II

Construction has been completed with all improvements shown on the Improvement Plans being completed.

Brian has completed his review of the Final Plat for closure and it does close within allowable error of closure allowed by the subdivision code and control points are dimensioned as required.

The Public Works department has completed their review and the one item on the punch list has been completed and re-inspected.

The required Letter of Credit is on file for the required amount of \$125,000.00.

I would recommend approval of the Final Plat for Country Club Hills Phase II.

Jim Nagel
Subdivision Administrator



CORPORATE OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS 62226
TEL (618) 624-4488
FAX (618) 624-6688

WATERLOO OFFICE
113 SOUTH MAIN STREET
WATERLOO, ILLINOIS 62298
TEL (618) 939-5050
FAX (618) 939-3938

EDWARDSVILLE OFFICE
600 COUNTRY CLUB VIEW, SUITE 1
EDWARDSVILLE, ILLINOIS 62025
TEL (618) 656-4040
FAX (618) 656-4343

ST. LOUIS OFFICE
720 OLIVE ST., SUITE 200A
ST. LOUIS, MISSOURI 63101
TEL (314) 241-6300
FAX (314) 241-2391

ST. CHARLES OFFICE
400 N. 5TH STREET, SUITE 101
ST. CHARLES, MISSOURI 63301
TEL (636) 724-8300
FAX (636) 724-8304

PROFESSIONAL REGISTRATIONS LICENSE NO.
ILLINOIS PROFESSIONAL DESIGN FIRM 184-001220
PROFESSIONAL ENGINEERING CORP. 62-03570
PROFESSIONAL STRUCTURAL ENGR. CORP. 81-066202
ILLINOIS PROF. LAND SURVEYING CORP. 048-000229
MISSOURI PROFESSIONAL ENGR. CORP. NC 001528
MISSOURI LAND SURVEYING CORP. NC 000346

SEAL

Signature: *Tracy E. Hamann*
Signature Date: 10/31/17
Expiration Date: 11-30-18

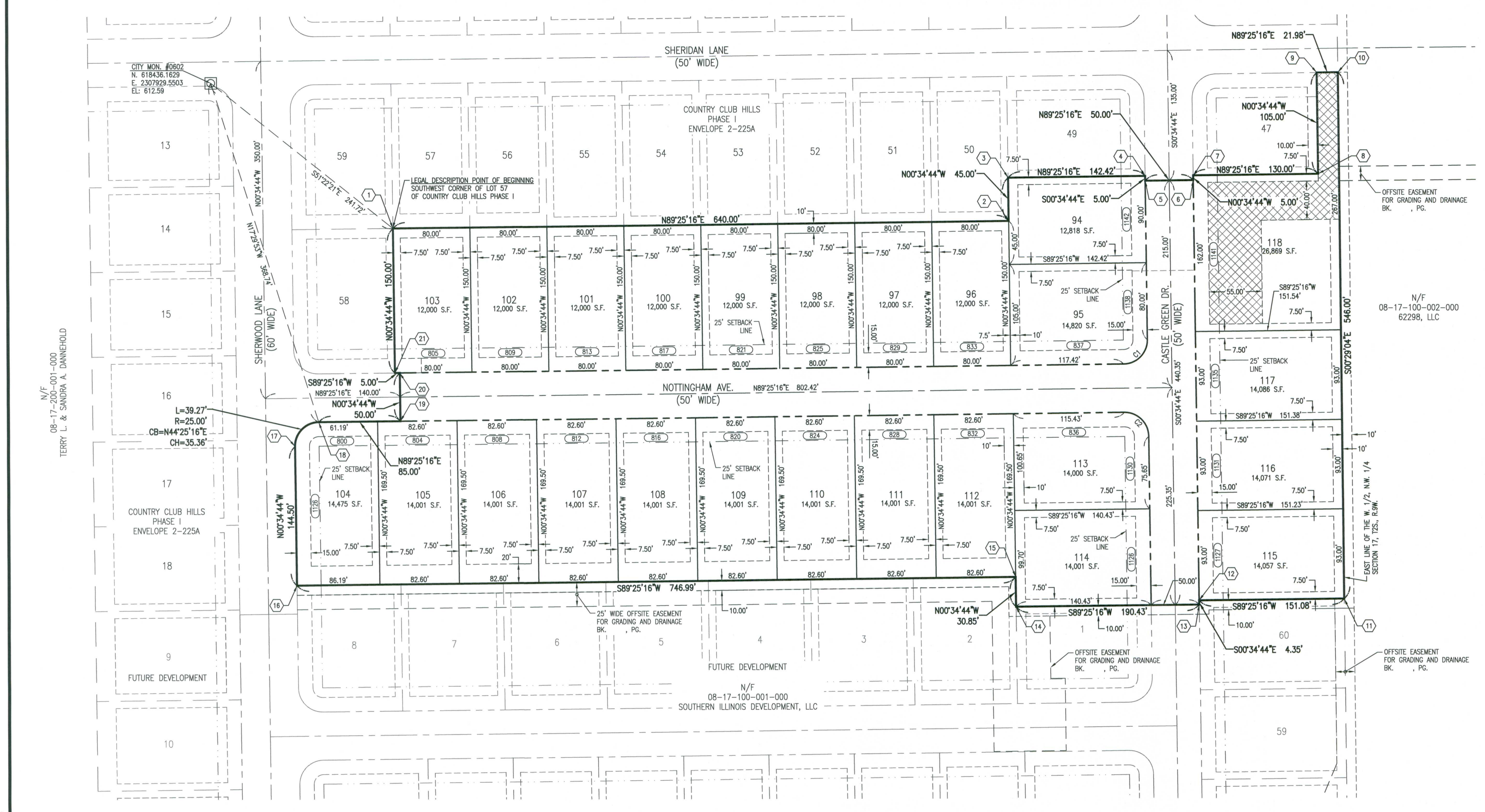
STATEMENT OF RESPONSIBILITY
I hereby confirm that the document herein to be authenticated by my seal is restricted to this sheet, and I hereby disclaim any responsibility for all other drawings, specifications, estimates, reports or other documents or instruments relating to or intended to be utilized for any other part of the architectural, engineering or survey project.

TITLE: **FINAL PLAT**

PROJECT: **COUNTRY CLUB HILLS - PHASE II
CITY OF WATERLOO
MONROE COUNTY, ILLINOIS**

REV.	DATE	DESCRIPTION

DRAWN BY: DAB SHEET **2**
DESIGNED BY: CDK OF 2 SHEETS
CHECKED BY: M/JM
APPROVED BY: M/JM PROJECT DESCRIPTION: COUNTRY CLUB HILLS - PHASE II FINAL PLAT
PROJECT NUMBER: D01160158
 ISSUED FOR REVIEW ISSUED FOR BIDDING
 ISSUED FOR CONSTR. RECORD DRAWING



PROPERTY BOUNDARY COORDINATES:

#	NORTHING	EASTING
1	618282.4247	2308116.0821
2	618279.1991	2308756.0204
3	618324.1948	2308756.2472
4	618323.4770	2308898.6546
5	618318.4775	2308898.6294
6	618318.2255	2308948.6246
7	618323.2250	2308948.6498
8	618322.5698	2309078.6373
9	618427.5597	2309079.1665
10	618427.4489	2309101.1398
11	617881.5061	2309097.4892
12	617882.2675	2308948.4272
13	617877.9179	2308946.4052
14	617878.8777	2308755.9936
15	617909.7247	2308756.1491
16	617913.4896	2308009.2299
17	618057.9756	2308009.9582
18	618082.8472	2308035.0818
19	618082.4188	2308120.0736
20	618132.4140	2308120.3256
21	618132.4392	2308115.3261

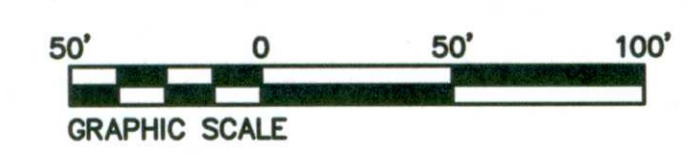
CURVE TABLE

CURVE #	CHORD BEARING	CHORD DISTANCE (FT)	ARC LENGTH (FT)	RADIUS (FT)	EXTERNAL TANGENT (FT)	DELTA
C1	S44°25'16"W	35.36	39.27	25.00	25.00	90
C2	S45°34'44"E	35.36	39.27	25.00	25.00	90



LINETYPE LEGEND

	PROPOSED BOUNDARY LINE
	PROPOSED CENTER LINE
	PROPOSED EASEMENT LINE (PERMANENT)
	PROPOSED EASEMENT LINE (TEMPORARY)
	PROPOSED LOT LINE
	PROPOSED ROW LINE
	PROPOSED SETBACK LINE



C:\Users\dmoerchen\AppData\Local\Temp\Temp\160158-FINAL PLAT.dwg Plotted By: dmoerchen