

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Date: February 01, 2021

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 Subdivision and Zoning Administrator.
 - D. Report of Director of Public Works.
 - E. Report of Chief of Police.
 - F. Report of City Attorney.
 - G. Report and Communication by Mayor.
 1. Presentation of Plaque to Theresa Hahne in Recognition of her Retirement and 19 Years of Service to the Morrison-Talbott Library.
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. 1812 Authorizing the Execution of an Annexation Agreement between the City of Waterloo, IL and Human Support Services - HSS for Property Located at 988 N. IL Route 3 and Contiguous to the Boundaries of the City of Waterloo, IL.
 - B. Consideration and Action on Ordinance No. 1813 Approving the Annexation and Zoning of Property owned by Human Support Services – HSS, located at 988 N. IL Route 3 and Contiguous to the Boundaries of the City of Waterloo, IL.
 - C. Consideration and Action on Ordinance No. 1814 Approving the Execution and Signing of Three Agreements between the City of Waterloo, IL and the Village of Valmeyer, IL for the New Water Plant Property - 1) Real Estate Purchase and Sale Agreement, 2) Water Service Option Agreement; and, 3) Memorandum of Right of First Refusal.
 - D. Consideration and Action on Resolution No. 21-01 Approving a Local Public Agency Agreement for Federal Participation between the Illinois Department of Transportation and the City of Waterloo, IL regarding the Moore Street Phase V Project.
 - E. Consideration and Action on Resolution No. 21-02 Approving a Debt Collection Agreement between the City of Waterloo, IL and Credit Collection Partners – CCP.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 598.
 - B. Consideration and Action on the Purchase of a 2021 Backhoe from Erb Equipment in the amount of \$86,250.00, including trade-in, as bid at the January 12, 2021, 1:00 p.m., Bid Opening.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

Feb. 19, 2021 – City Council Meeting, Waterloo City Hall: 2nd Floor Meeting Room, 7:30 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
JANUARY 18, 2021**

1. The meeting was called to order by Mayor Smith at 7:30 p.m.
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.
Approval of City Council Meeting Minutes dated 01-04-21. Motion made by Alderman Darter and seconded by Alderman Hopkins to approve the City Council Meeting Minutes from 01-04-21. 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 Subdivision and Zoning Administrator. The report is in the packet.
 - D. Report of Building Inspector / Code Administrator. The report is in the packet.
 - E. Report of Director of Public Works.
Replacing the Waterloo High School siren.
 - F. Report of Chief of Police. No report.
 - G. Report of City Attorney. No report.
 - H. Report and Communication by Mayor.
 1. Good Neighbor Award Presented to Glen Bieber.
 2. Recognition of Helen Werling as she attains the age of 100 years.
 3. Re-Appointment of Leonard Loerch to the Zoning Board of Appeals for a 5-Year Term to Expire on 02-01-26. Appointment approved unanimously with Notheisen, Thomas, Hopkins, Trantham, Darter, Buettner, Row and Heller voting 'yea'.
8. Report of Standing Committees. No report.
9. Report of Special Committees. No report.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Ordinance No. 1811 Amending Residency of City Employees and Officers.
Motion made by Alderman Hopkins and seconded by Alderman Heller to approve Ordinance No. 1811 Amending Residency of City Employees and Officers. Motion passed unanimously with Aldermen Hopkins, Trantham, Darter, Buettner, Row, Heller, Notheisen and Thomas voting 'yea'.
11. Unfinished Business. None.

12. Miscellaneous Business.

- A. Consideration and Action on Purchase of a 2021 Ford F-450 Single Axle Dump Truck from Sunset Ford of Waterloo in the amount of \$65,474.99 as approved in the 2020 Budget.

Motion made by Alderman Buettner and seconded by Alderman Row on approval to Purchase a 2021 Ford F-450 Single Axle Dump Truck from Sunset Ford of Waterloo in the amount of \$65,474.99 as approved in the 2020 Budget. Motion passed unanimously with Aldermen Buettner, Row, Heller, Notheisen, Thomas, Hopkins, Trantham and Darter voting 'yea'.

- B. Consideration and Action on Approval of Labor Contract between the City of Waterloo, IL and Local 309 – International Brotherhood of Electrical Workers, AFL-CIO for the period of January 02, 2021 through December 31, 2023.

Motion made by Alderman Row and seconded by Alderman Hopkins on approval of Labor Contract between the City of Waterloo, IL and Local 309 – International Brotherhood of Electrical Workers, AFL-CIO for the period of January 02, 2021 through December 31, 2023. Motion passed unanimously with Aldermen Row, Heller, Notheisen, Thomas, Hopkins, Trantham, Darter and Buettner voting 'yea'.

- C. Consideration and Action on Renewal of Pre-Employment Physical Testing with ApexNetwork Physical Therapy for 2021.

Motion made by Alderman Hopkins and seconded by Alderman Darter on Renewal of Pre-Employment Physical Testing with ApexNetwork Physical Therapy for 2021. Motion passed unanimously with Aldermen Hopkins, Trantham, Darter, Buettner Row, Heller, Notheisen and Thomas voting 'yea'.

- D. Consideration and Action on Setting February 01, 2021 at 7:20 p.m. as the Date and Time for a Public Hearing for an Annexation Agreement Between the City of Waterloo and Human Support Services for the Annexation of Approximately 3.52 Acres of Property Located at 988 North Illinois State Route 3.

Motion made by Alderman Darter and seconded by Alderman Buettner on Setting February 01, 2021 at 7:20 p.m. as the Date and Time for a Public Hearing for an Annexation Agreement Between the City of Waterloo and Human Support Services for the Annexation of Approximately 3.52 Acres of Property Located at 988 North Illinois State Route 3. Motion passed unanimously with Aldermen Darter, Buettner Row, Heller, Notheisen, Thomas, Hopkins and Trantham voting 'yea'.

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

Alderman Notheisen inquired as to when the Collector and Treasurers' reports would be received. Mayor Smith stated they would be ready the first meeting in February.

Alderman Trantham mentioned that both a Backhoe and 1-Ton Dump Truck were in the budget to be replaced and only the 1-Ton Dump Truck was on the agenda this evening. Tim Birk stated they were reviewing some comparison bidding on the Backhoe.

Mayor Smith thanked Glen Bieber again for his neighborly services and mentioned that Sarah Deutch, Community Relations Coordinator, was working on a website for individuals to log their volunteer hours and find additional opportunities to be of service to others and the community.

14. Motion to Adjourn made by Alderman Buettner and seconded by Alderman Hopkins. Motion passed with unanimous voice vote. Mayor Smith adjourned the meeting at 7:42 p.m.

Mechelle Childers,
City Clerk

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2019-2020 ACTUAL AMOUNT	2020-2021 BUDGETED AMOUNT	% INCREASE/ DECREASE	2019 DEC	2020 DEC	% INCREASE/ DECREASE	2019-2020 FISCAL YTD	2020-2021 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	10,618,582.13	10,943,000.00	3.06%	777,374.98	891,019.70	14.62%	7,416,831.22	7,562,720.14	1.97%
ELEC TAX	263,799.87			18,516.40	21,519.64	16.22%	186,646.94	182,228.04	-2.37%
ELECT MISC.	<u>673,150.00</u>	<u>365,900.00</u>	<u>-45.64%</u>	<u>42,776.00</u>	<u>27,003.00</u>	<u>-36.87%</u>	<u>305,913.00</u>	<u>301,760.00</u>	<u>-1.36%</u>
SUBTOTAL	11,555,532.00	11,308,900.00	-2.13%	838,667.38	939,542.34	12.03%	7,909,391.16	8,046,708.18	1.74%
BEGINNING UNAPPLIED	565,066.81			52,147.48	71,926.18	37.93%	334,293.72	389,229.23	16.43%
UNAPPLIED CASH REC'D	140,409.32			18,966.60	22,538.67	18.83%	98,708.42	141,125.53	42.97%
UNAPPLIED DISBURSED	<u>151,038.94</u>			<u>7,276.60</u>	<u>8,450.39</u>	<u>16.13%</u>	<u>68,816.21</u>	<u>78,426.72</u>	<u>13.97%</u>
ENDING UNAPPLIED	554,437.19			63,837.48	86,014.46	34.74%	364,185.93	451,928.04	24.09%
GAS SALES	2,747,212.57	2,829,000.00	2.98%	186,556.75	185,634.67	-0.49%	1,224,846.45	994,204.64	-18.83%
GAS TAX	75,178.54			5,093.54	5,445.15	6.90%	28,888.89	26,539.97	-8.13%
GAS MISC.	<u>263,009.00</u>	<u>200,100.00</u>	<u>-23.92%</u>	<u>10,201.00</u>	<u>12,550.00</u>	<u>23.03%</u>	<u>121,685.00</u>	<u>114,378.00</u>	<u>-6.00%</u>
SUBTOTAL	3,085,400.11	3,029,100.00	-1.82%	201,851.29	203,629.82	0.88%	1,375,420.34	1,135,122.61	-17.47%
WATER SALES	2,321,204.57	2,387,000.00	2.83%	201,982.62	230,071.93	13.91%	1,632,045.92	1,701,409.01	4.25%
WATER MISC.	<u>181,639.00</u>	<u>128,300.00</u>	<u>-29.37%</u>	<u>7,193.00</u>	<u>8,052.00</u>	<u>11.94%</u>	<u>94,869.00</u>	<u>62,160.00</u>	<u>-34.48%</u>
SUBTOTAL	2,502,843.57	2,515,300.00	0.50%	209,175.62	238,123.93	13.84%	1,726,914.92	1,763,569.01	2.12%
SEWER SALES	1,727,481.19	1,762,000.00	2.00%	148,350.11	167,440.60	12.87%	1,201,250.23	1,237,842.85	3.05%
SEWER MISC.	<u>192,583.00</u>	<u>172,000.00</u>	<u>-10.69%</u>	<u>11,213.00</u>	<u>19,417.00</u>	<u>73.17%</u>	<u>127,394.00</u>	<u>165,570.00</u>	<u>29.97%</u>
SUBTOTAL	1,920,064.19	1,934,000.00	0.73%	159,563.11	186,857.60	17.11%	1,328,644.23	1,403,412.85	5.63%
CITY TAX	518,322.32	550,000.00	6.11%	38,535.74	41,972.07	8.92%	333,539.35	320,836.40	-3.81%
MISC.	<u>81,413.00</u>	<u>25,000.00</u>	<u>-69.29%</u>	<u>6,201.00</u>	<u>1,575.00</u>	<u>-74.60%</u>	<u>67,030.00</u>	<u>15,860.00</u>	<u>-76.34%</u>
SUBTOTAL	599,735.32	575,000.00	-4.12%	44,736.74	43,547.07	-2.66%	400,569.35	336,696.40	-15.95%
REFUSE FEE	806,666.33	855,250.00	6.02%	70,543.46	75,215.87	6.62%	541,787.40	555,313.53	2.50%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	42,620.00	50,000.00	17.32%	3,117.00	2,265.00	-27.33%	31,536.00	19,975.00	-36.66%
PERMITS	134,657.00	110,000.00	-18.31%	3,724.00	9,665.00	159.53%	80,284.00	73,576.00	-8.36%
INSPECTION FEES	17,325.00	20,000.00	15.44%	1,350.00	1,575.00	16.67%	11,775.00	9,525.00	-19.11%
FRANCHISE FEES	119,046.00	130,000.00	9.20%	-	-		19,995.00	21,995.00	10.00%
LIQUOR LICENSE	23,980.00	22,000.00	-8.26%	30.00	-	-100.00%	21,935.00	21,950.00	0.07%
INFRASTRUCTURE FEE	193,359.00	191,000.00	-1.22%	15,164.00	13,201.00	-12.95%	130,724.00	117,392.00	-10.20%
HOTEL/MOTEL TAX	20,851.00	21,000.00	0.71%	3,061.00	1,982.00	-35.25%	16,487.00	11,236.00	-31.85%
MISC.	225,058.00	210,305.00	-6.56%	10,935.00	18,844.00	72.33%	183,294.00	559,618.00	205.31%
REPLACEMENT TAX	72,039.00	61,500.00	-14.63%	2,754.00	2,221.00	-19.35%	46,142.00	35,554.00	-22.95%
COUNTY TAX	345,223.00	419,800.00	21.60%	-	-		336,524.00	404,444.00	20.18%
SALES TAX	2,355,818.00	2,350,000.00	-0.25%	187,433.00	214,822.00	14.61%	1,542,644.00	1,609,582.00	4.34%
BUSINESS DISTRICT TAX	88,947.00	50,000.00	-43.79%	7,534.00	7,876.00	4.54%	63,299.00	25,151.00	-60.27%
CANNABIS USE TAX	1,779.00			-	522.00		-	4,531.00	
VIDEO GAMING	147,445.00	146,000.00	-0.98%	11,675.00	15,282.00	30.90%	98,606.00	63,450.00	-35.65%
INCOME TAX	<u>1,553,787.00</u>	<u>1,528,000.00</u>	<u>-1.66%</u>	<u>103,021.00</u>	<u>113,424.00</u>	<u>10.10%</u>	<u>1,019,834.00</u>	<u>1,092,325.00</u>	<u>7.11%</u>
SUBTOTAL	6,148,600.33	6,164,855.00	0.26%	420,341.46	476,894.87	13.45%	4,144,866.40	4,625,617.53	11.60%
MOTOR FUEL TAX	396,975.00	457,500.00	15.25%	44,469.00	34,739.00	-21.88%	247,318.00	534,354.00	116.06%
MISC	<u>14,375.00</u>	<u>16,000.00</u>	<u>11.30%</u>	<u>981.00</u>	<u>230.00</u>	<u>-76.55%</u>	<u>11,399.00</u>	<u>1,819.00</u>	<u>-84.04%</u>
SUBTOTAL	411,350.00	473,500.00	15.11%	45,450.00	34,969.00	-23.06%	258,717.00	536,173.00	107.24%
UTILITY DEPOSITS	110,050.00	-		10,900.00	10,075.00	-7.57%	78,775.00	83,725.00	6.28%
TOTAL DEPOSITS	26,473,984.84	26,000,655.00	-1.79%	1,949,652.20	2,156,178.30	10.59%	17,322,006.82	18,072,150.11	4.33%

February 1, 2021

To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the December 31, 2020 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

Brad A Papenberg
City Treasurer

**TREASURER'S REPORT
CITY OF WATERLOO**

For the month ending
December 31, 2020

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	57,919.43	10,075.00	10,200.00	57,794.43
General Fund	(1,729,653.06)	203,103.16	521,956.66	(2,048,506.56)
Motor Fuel Tax	30,097.19	20.37	16,372.57	13,744.99
Water Fund	(171,494.58)	237,240.31	224,094.85	(158,349.12)
Sewer Fund	849,804.29	248,429.69	96,072.54	1,002,161.44
Gas Fund	525,506.09	199,638.30	168,676.48	556,467.91
Electric Fund	2,311,525.05	950,288.31	741,473.94	2,520,339.42
Capital Improvements	571,393.14	44,184.41	-	615,577.55
D.A.R.E.	1,439.66	-	-	1,439.66
Interest	7,068.39	2,250.21	-	9,318.60
Hotel/Motel Tax	141,333.21	1,981.90	-	143,315.11
TOTALS:	\$2,595,436.79	\$1,897,211.66	\$1,778,847.04	\$2,713,801.41

INVESTED FUNDS				
Electric	8,234,370.58	15,371.46	-	8,249,742.04
E-Pay Utility Bills	11,016.33	96,072.20	100,250.58	6,837.95
Farm Account Income	178,897.60	1,429.20	-	180,326.80
Gas	4,191,850.39	7,825.11	-	4,199,675.50
General Fund	8,872,826.59	370,058.37	-	9,242,884.96
Motor Fuel	1,209,306.89	34,948.50	-	1,244,255.39
Pension Reserve	1,699,871.60	360.93	-	1,700,232.53
Sewer	593,195.23	1,107.34	-	594,302.57
Utility Deposits	328,043.55	612.37	-	328,655.92
Water	1,526,274.34	2,849.16	-	1,529,123.50
Total Invested Funds:	\$26,845,653.10	\$530,634.64	\$100,250.58	\$27,276,037.16
Total All City Funds:	\$29,441,089.89	\$2,427,846.30	\$1,879,097.62	\$29,989,838.57

Debt and Pension Obligations	Date Opened	Original Balance	Current Balance	Rate	Payment Dates
Unfunded Actuarial Accrued Liability - IMRF			\$0.00		
Unfunded Actuarial Accrued Liability - Police			<u>\$3,900,765.00</u>		
Total Liabilities		\$0.00	\$3,900,765.00		

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:
February 1, 2021
(Date)
 2. Description of matter to be placed on agenda:
Presentation of Plaque to Theresa Hahne in Recognition of her Retirement and
19 Years of Service to the Morrison-Talbott Library.
 3. Relief or action to be requested:
Presentation of Plaque.
 4. Submittal date: January 13, 2021
- 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:
February 01, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1812 Authorizing the Execution of an
Annexation Agreement between the City of Waterloo, IL and Human Support
Services - HSS for Property Located at 988 N. IL Route 3 and Contiguous to the
Boundaries of the City of Waterloo, IL.

3. Relief or action to be requested:
Approval.

4. Submittal date: 01/28/21

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. 1812

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL AND HUMAN SUPPORT SERVICES - HSS FOR PROPERTY LOCATED AT 988 N. IL ROUTE 3 AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.

WHEREAS, it is in the best interests of the City of Waterloo, Monroe County, Illinois, that a certain Annexation Agreement pertaining to property owned by Human Support Services - HSS, be entered into; and

WHEREAS, said Annexation Agreement has been prepared and a copy of same is attached hereto; and

WHEREAS, Human Support Services - HSS, owner of record of the land which is the subject matter of said agreement, is ready, willing and able to enter into said agreement; and

WHEREAS, the statutory procedures provided in Division 15.1 of Article 11 of the Illinois Municipal Code, as amended, for the execution of said Annexation Agreement have been fully complied with.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Waterloo, Illinois as follows:

SECTION ONE. The Annexation Agreement, a copy of which is attached hereto and by this reference made a part of this Ordinance, is approved and is hereinafter referred to as "Annexation Agreement".

SECTION TWO. The Mayor is hereby authorized and directed to sign, and the City Clerk is hereby authorized and directed to attest, the Annexation Agreement.

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

PASSED this 1st day of February, 2021, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ANNEXATION AGREEMENT

HUMAN SUPPORT SERVICES **988 NORTH IL ROUTE 3 PROPERTY**

THIS ANNEXATION AGREEMENT is entered into this 1st day of February, 2021, between the CITY OF WATERLOO, an Illinois municipal corporation, with offices at 100 West Fourth Street, Waterloo, Illinois 62298, (hereinafter referred to as the "CITY") and Human Support Services, with offices at 833 North IL Route 3, (hereinafter referred to as "OWNER AND DEVELOPER").

RECITALS

WHEREAS, the OWNER AND DEVELOPER is the owner of record of all of the real property described in EXHIBIT A, attached hereto, and by this reference made a part hereof, which property is contiguous to the CITY and not within the corporate limits of any municipality (hereinafter referred to as the "SUBJECT PROPERTY"); and

WHEREAS, the OWNER AND DEVELOPER has signed and filed a Petition for Annexation and Zoning with the City Clerk of the CITY for all of the territory described in EXHIBIT A which territory is situated in the unincorporated area of the County of Monroe, Illinois, and is presently contiguous to the CITY; and

WHEREAS, all notices, publications, public hearings and all other matters with respect to such Petition for Annexation and Zoning, have been given, held or performed as required by statute and/or the CITY'S ordinances, regulations, and procedures; and

WHEREAS, the CITY'S corporate authorities have considered the annexation of the SUBJECT PROPERTY and have determined the Petition for Annexation and Zoning to be in order; and

WHEREAS, the OWNER AND DEVELOPER propose that the SUBJECT PROPERTY be developed pursuant to the zoning classification(s) specified in the CITY'S Zoning Code, the General Conditions and Special Conditions, incorporated herein by reference, which together constitute the terms and conditions of this Agreement; and

WHEREAS, in addition to the matter specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses permitted in the B3 Central Business District of the CITY'S Zoning Code as illustrated on EXHIBIT C attached hereto, and by this reference made a part hereof, and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and will promote the CITY'S sound planning and development and will otherwise enhance and promote the general welfare of the CITY'S residents; and

WHEREAS, in reliance upon the continued effectiveness of the CITY'S existing ordinances, codes and regulations for the period specified in this Agreement, as may be amended pursuant to the terms hereof, the CITY and the OWNER and DEVELOPER are willing to undertake certain obligations as set forth in this Agreement and have materially changed their positions in reliance upon the undertaking provided herein; and

WHEREAS, the CITY and the OWNER and DEVELOPER have determined that the development of the SUBJECT PROPERTY should proceed as conveniently as possible and be subject to the ordinances, codes and regulations of the CITY and further subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree that:

**GENERAL CONDITIONS FOR
THE ANNEXATION OF THE SUBJECT PROPERTY**

G1.0 RECITALS.

G1.1 The above-stated Recitals are a material part of this Agreement and are hereby incorporated in this Subsection G1.1 by reference.

G2.0 ANNEXATION AND ZONING.

G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever later, the CITY shall enact and adopt ordinances for the annexing and zoning of the SUBJECT PROPERTY in accordance with the special conditions of this Agreement.

G2.2 In the event all fees are not paid or all documents are not received by the City from the OWNER and DEVELOPER within one hundred eighty (180) days of the date of this Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

G3.0 FEES.

G3.1 The OWNER and DEVELOPER shall pay all applicable fees in accordance with Chapter 12 of the City Code of the CITY and any other ordinances, rules, or regulations of the CITY unless excepted by the special conditions of this Agreement.

G4.0 UTILITY LINES AND EASEMENTS.

G4.1 Non-Applicable

G5.0 WATER SUPPLY AND DISTRIBUTION SYSTEM AND SANITARY SEWER SYSTEM.

G5.1 The OWNER and DEVELOPER shall accept and continue to take all water and sanitary sewer service required for the SUBJECT PROPERTY from the CITY'S water supply and distribution system and from the CITY'S sanitary sewer system, respectively.

G5.2 The CITY will waive the sanitary sewer connection feed for the sewer connection which will serve the OWNER'S new Service Building which is being constructed under a permit issued by Monroe County Building Department.

G6.0 UTILITY OVERSIZING.

G6.1 Non-Applicable

G7.0 ELECTRICAL UTILITY SERVICE.

G7.1 The property is currently served by the Monroe County Electric Cooperative, and the OWNER will continue to receive electric service through its current supplier.

G8.0 GAS UTILITY SERVICE.

G8.1 The property is currently served by Ameren Illinois, and the owner will continue to receive gas service through its current supplier.

G9.0 ORDINANCES AND REGULATIONS

G9.1 Ordinances and regulations of the CITY as they exist from time to time are and will remain enforceable for the duration of this Agreement and remain enforceable beyond the duration of this Agreement.

G10.0 NO DISCONNECTION OR DEANNEXATION.

G10.1 Neither the OWNER and DEVELOPER nor any of their successors in interest shall file, cause to be filed, or take any action that would result in the disconnection or deannexation of the SUBJECT PROPERTY from the CITY during the term of this Agreement.

G11.0 MODIFICATIONS TO THIS AGREEMENT.

G11.1 If the OWNER and DEVELOPER wish to modify this Agreement, the CITY shall hold the necessary public hearings.

G11.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER and DEVELOPER.

G11.3 This Section shall not be construed to require the CITY to modify this Agreement.

G11.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

G12.0 BINDING EFFECT AND TERM.

G12.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, their successors, lessees, legal representatives or assigns, and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the date of execution of this Agreement.

G12.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law.

G12.3 If the SUBJECT PROPERTY is not annexed to the CITY within one hundred eighty (180) days after this Agreement is executed by the parties, this Agreement shall become null and void without any further action by the CITY.

G13.0 CONTINUING RESPONSIBILITY.

G13.1 If the OWNER and DEVELOPER sell or convey all or any portion of the SUBJECT PROPERTY during the term of this Agreement, all of the OWNER and DEVELOPER'S obligations specified in this Agreement shall devolve upon and be assumed by such purchaser, grantee, or successor in interest, and the OWNER and DEVELOPER shall be released from such obligations, provided the conditions of subsection G16.2 of this Agreement have been met.

G13.2 No sale or conveyance shall be effective to release either the OWNER or DEVELOPER from the obligations imposed by this Agreement until the purchaser or grantee has posted good and sufficient surety, as determined by the CITY, to secure the performance of all of the OWNER and DEVELOPER'S obligations contained in this Agreement as required by the CITY ordinance, rule, regulation and/or determination.

G14.0 RECORDING.

G14.1 This agreement shall be recorded with the Recorder of Deeds of Monroe County, Illinois, and the cost of recordation shall be paid by OWNER and DEVELOPER. Proof of recording shall be delivered to the City.

G15.0 SEVERABILITY.

G15.1 If any of the provisions of this Agreement are determined by a court of competent jurisdiction to be invalid, such provisions shall be deemed to be stricken, and such adjudication shall not affect the validity of the remainder of the terms of this Agreement as a whole or any section, subsection, sentence or clause not adjudged to be invalid.

G15.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provision of the

CITY'S ordinances. Any changes to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

G16.0 NOTICES.

G16.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail addressed to the parties specified in the special conditions of this Agreement or any individual or entity substituted according to subsection G19.2 of this Agreement.

G16.2 The parties, or any assignee or successor in interest shall substitute names and addresses for notices as appropriate.

G17.0 GOVERNING LAW AND VENUE.

G17.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance, and any legal proceeding of any kind arising from this Agreement shall be filed in the Circuit Court for the Twentieth Judicial Circuit, Monroe County, Illinois and not in any other court.

G18.0 FORCE MAJEURE.

G18.1 Whenever a period of time is provided for in this Agreement for either the CITY or OWNER and DEVELOPER to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform due to causes beyond the control of said party such as war, riot, strike or lockout by or against either party's own employees or suppliers, unavoidable casualty or damage to personnel, materials or equipment, fire, flood, storm, earthquake, tornado or any act of God.

G18.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER'S or DEVELOPER'S control" if committed, omitted or caused by OWNER or DEVELOPER, OWNER'S or DEVELOPER'S employees, officers or agents or a subsidiary, affiliate

or parent of OWNER and DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER and DEVELOPER, whether held directly or indirectly.

G19.0 ENFORCEABILITY.

G19.1 This Agreement shall be enforceable by any of the parties hereto by any appropriate action at law or in equity to secure the performance of the covenants and terms of this Agreement. In the event it is necessary for the City to enforce this Agreement, the developer or its successors will reimburse the City any attorney fees or cost incurred.

G20.0 CUMULATIVE REMEDIES.

G20.1 The parties' rights and remedies hereunder shall be cumulative; the exercise of any rights or remedies shall neither preclude enforcement of other rights and remedies nor waive other rights and remedies; and the failure of either party to exercise any rights or remedies shall neither preclude enforcement of any rights or remedies nor constitute a waiver of any rights or remedies.

**SPECIAL CONDITIONS FOR THE ANNEXATION OF
SUBJECT PROPERTY**

S1.0 ANNEXATION AND ZONING.

S1.1 A plat of annexation prepared by Thouvenot, Wade & Moerchen, Inc. dated December 22, 2020, which conforms with the statutory requirements is attached hereto as EXHIBIT A, and by this reference, made a part hereof.

S1.2 The Zoning Classification for the SUBJECT PROPERTY to be annexed shall be B3 Central Business District, in accordance with Chapter 40 of the City Code of the CITY and as indicated on EXHIBIT B attached hereto and by this reference made a part thereof.

S1.3 Subject property currently consist of 2 structures, the primary structure, approximately 26,500 square feet is used for general and specialized office space, storage, and the sheltered workshop for individuals with disabilities. The secondary structure, approximately 3,360 square feet is used for general office space, storage, and maintenance, repair and cleaning of Human Support Service vehicles. These uses will be considered permitted uses for the context of this agreement.

S2.0 TITLE INSURANCE COMMITMENT

S2.1 Owner and Developer will provide a Title Insurance Commitment issued by a reputable Title Insurance Company indicating owner and developer are owners of the premises to be annexed.

S3.0 CONFLICT AND AMBIGUITY

S3.1 To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in this Agreement and the terms, provisions, or standards, either presently existing or hereafter adopted, of the CITY Code, the zoning code, or any other CITY code, ordinance, regulation, or agreement; the terms, provisions, and standards of this Agreement shall govern and control.

S3.2 To the extent of any conflict, ambiguity, or inconsistency between the terms, provisions, or standards contained in the General Conditions of this Agreement and the terms, provisions, or standards, contained in the Special Conditions of this Agreement, said Special Conditions shall govern and control.

S4.0 DEDICATION OF PARK LANDS OR PAYMENTS OR FEES IN-LIEU THEREOF.

S4.1 Non-Applicable

S5.0 FUTURE ROADWAY IMPROVEMENTS.

S5.1 Non-Applicable.

S6.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Hall
100 West Fourth Street
Waterloo, IL 62298

IF TO THE OWNER AND DEVELOPER:

Human Support Services
833 North IL Route 3
Waterloo, IL 62298

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first written above.

CITY OF WATERLOO

BY: _____
THOMAS SMITH, MAYOR

ATTEST:

MECHELLE CHILDERS, CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Thomas Smith, Mayor and Mechelle Childers, City Clerk, this 1st day of February, 2021.

Notary Public

OWNER & DEVELOPER

(Name of owner & developer here)

BY: _____
(name, title here)

ATTEST:

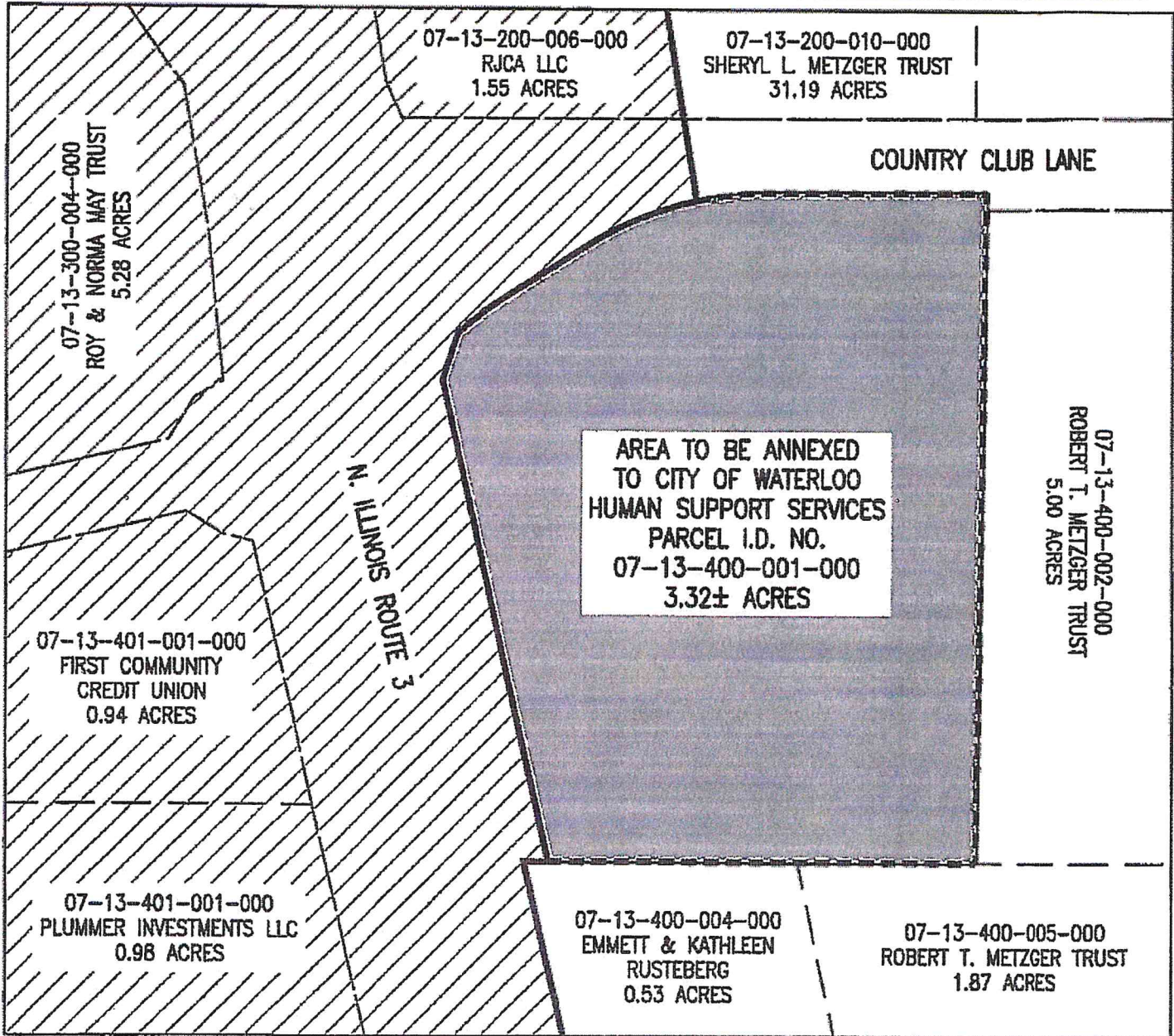
(name, title here)

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by _____, and _____ this _____ day of _____, 20____.

Notary Public

PLAT OF ANNEXATION FOR CITY OF WATERLOO, ILLINOIS



CERTIFICATION

THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF WATERLOO, COUNTY OF MONROE, STATE OF ILLINOIS.

Tracy E. Hamann
TRACY E. HAMANN
I.P.L.S. #3570



SIGN. DATE: 12-22-20
EXP. DATE 11-30-22

LEGEND:

EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING WATERLOO
CITY LIMITS



THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (618) 421-2614 FAX (618) 421-8888

SCALE:
1"=100'

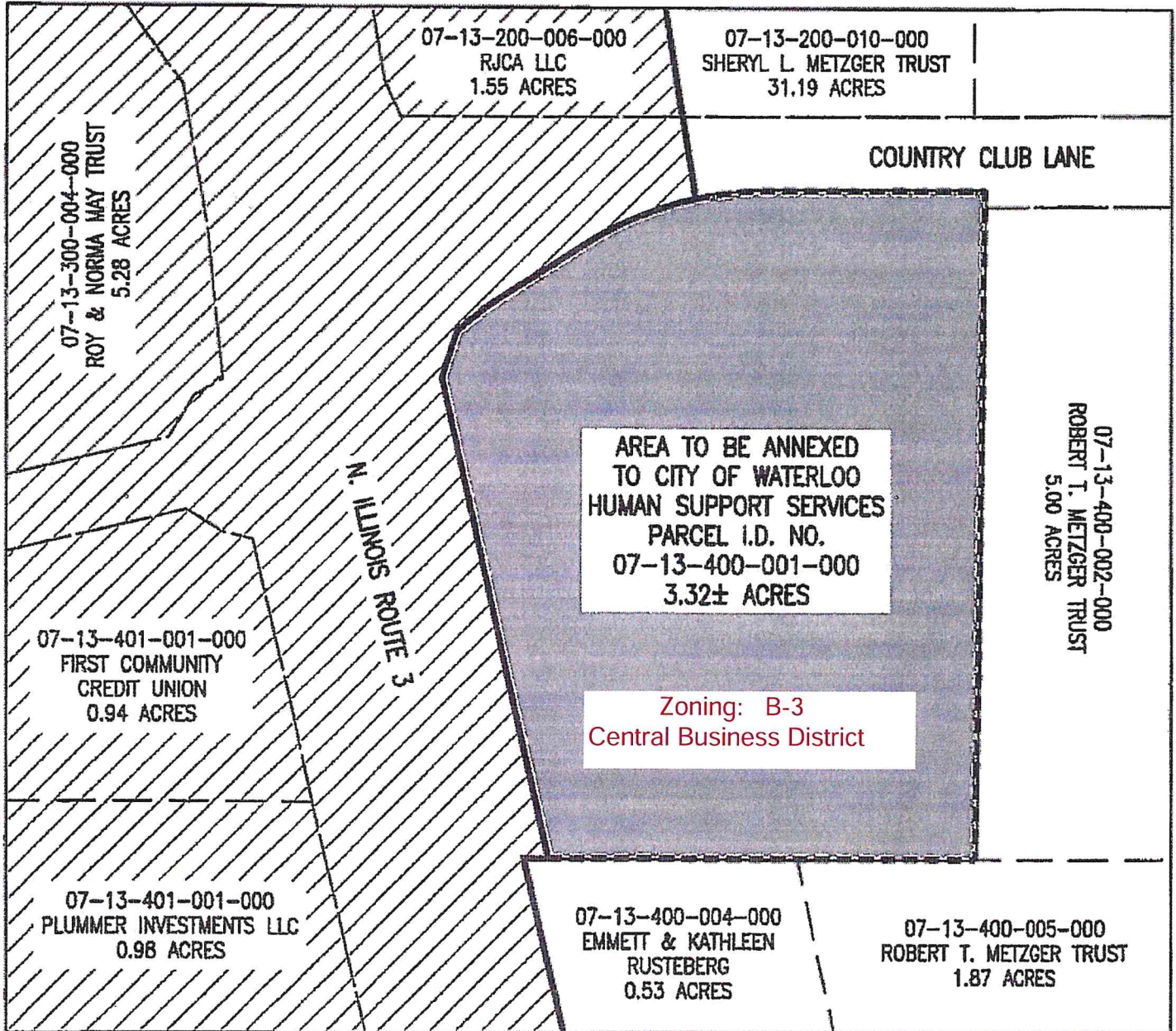
LEGAL DESCRIPTION:

A tract of land comprising approximately 3.52 acres, more or less, located at 988 North Illinois State Route 3, Waterloo, IL, which tract is legally described as:

A part of Tax Lot 3-A of Section 13 of Township 2 South, Range 10 West of the 3rd P.M., described as follows: Beginning at an iron pin at the Northwest corner of Tax Lot 3-D of Section 13, Township 2 South, Range 10 West of the 3rd P.M.; thence West 391.9 feet along the center section line of Section 13 to its intersection with the Easterly right-of-way line of SBI Route 3; thence South 8 degrees 45 minutes East along the said Easterly right-of-way line 474 feet to a point; thence East 321 feet to an iron pin at the Southwest corner of said Tax Lot 3-D; thence North along the West line of said Tax Lot 3-D to the point of beginning. EXCEPTING therefrom any portion of the tract lying within the right-of-way lines of the public roads known as State Route 3 and HH Road. In addition thereto, that real estate received from Illinois Power Company in a partial release of easement dated September 29, 1986 and filed in the Recorder's Office of Monroe County, Illinois as Document No. 143994 in Book 39 at Pages 504-505.

EXHIBIT B - page 1 of 2

ZONING PLAT



CERTIFICATION

THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF WATERLOO, COUNTY OF MONROE, STATE OF ILLINOIS.

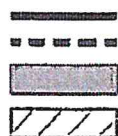
Tracy E. Hamann
TRACY E. HAMANN
I.P.L.S. #3570



SIGN. DATE: 12-22-20
EXP. DATE 11-30-22

LEGEND:

EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING WATERLOO CITY LIMITS



THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (618) 221-2612 FAX (618) 221-8688

SCALE:
1"=100'

LEGAL DESCRIPTION:

A tract of land comprising approximately 3.52 acres, more or less, located at 988 North Illinois State Route 3, Waterloo, IL, which tract is legally described as:

A part of Tax Lot 3-A of Section 13 of Township 2 South, Range 10 West of the 3rd P.M., described as follows: Beginning at an iron pin at the Northwest corner of Tax Lot 3-D of Section 13, Township 2 South, Range 10 West of the 3rd P.M.; thence West 391.9 feet along the center section line of Section 13 to its intersection with the Easterly right-of-way line of SBI Route 3; thence South 8 degrees 45 minutes East along the said Easterly right-of-way line 474 feet to a point; thence East 321 feet to an iron pin at the Southwest corner of said Tax Lot 3-D; thence North along the West line of said Tax Lot 3-D to the point of beginning. EXCEPTING therefrom any portion of the tract lying within the right-of-way lines of the public roads known as State Route 3 and HH Road. In addition thereto, that real estate received from Illinois Power Company in a partial release of easement dated September 29, 1986 and filed in the Recorder's Office of Monroe County, Illinois as Document No. 143994 in Book 39 at Pages 504-505.

It is proposed, among other things, that the previously described property be zoned as B-3 Central Business District.

EXHIBIT "C"

B3 - Central Business District

Permitted Uses.

Amusement and recreation uses, interior.
Any use permitted in the B-1 District. (see below)
Assisted living.
Bed and breakfast establishments.
Brew pubs
Bus terminals.
Cultural and philanthropic uses.
Dram shops, e.g., taverns, lounges, bars
Financial institutions.
Food stores.
Funeral homes.
Furniture and household goods.
General merchandise/apparel.
Movie theaters.
Personal service uses.
Pet shops.
Professional service uses.
Printing shops.
Restaurants.
Retail liquor sales.
Sale of specialized and general services, goods, merchandise, furnishings and equipment.
Satellite/extensions/technical schools.
Spirits pubs
Wine pubs

Permitted Accessory Uses.

Storage of merchandise or inventory usually carried in stock, provided that such storage shall be located on the lot with the retail, service or commercial use, and shall be within a completely enclosed building, except that storage of new merchandise and new inventory carried in stock for retail sale need not be within an enclosed building if:

The retail service or commercial use is located on a parcel of 5 acres or more;

The area used for outside storage is not more than 10% of the area, indoors and outdoors, that the user has a right to use in connection with business operations;

The area used for outside storage must be set back 100 feet from any public street adjacent to the property line and 50 feet from the side property line; and

The area used for outside storage must be screened from adjacent residential property by fencing or landscaping.

Special Use Permits Required.

Adult entertainment.
Automobile service stations.
Car wash.

Churches, places of worship.
Day care centers and homes.
Government uses, facilities and buildings.
Multi-family residences, when located above the first floor.
Nurseries/greenhouses.
Planned Unit Development C.
Residences.

B1 – Office Business District

Permitted Uses.

Animal hospitals.
Banks, trust companies, loan offices.
Banquet centers.
Barber/beauty shops.
Clubs and lodges.
Community centers.
Construction company offices, but not temporary construction trailers.
Dental offices.
Government offices.
Insurance sales.
Medical offices.
Professional offices.
Real estate sales.

Permitted Accessory Uses.

Off-street parking and loading.
Storage of merchandise or inventory usually carried in stock, provided that such storage shall be located on the same lot with the business and shall be within a completely enclosed building.

Special Use Permits Required.

Churches and other places of worship.
Daycare centers and homes.
Government uses, facilities and buildings.
Planned Unit Development C.

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:
February 01, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1813 Approving the Annexation and
Zoning of Property owned by Human Support Services – HSS, located at 988 N. IL
Route 3 and Contiguous to the Boundaries of the City of Waterloo, IL.

3. Relief or action to be requested:
Approval.

4. Submittal date: 01/28/21

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 OF WATERLOO, ILLINOIS

ORDINANCE NO. 1813

**AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF
PROPERTY OWNED BY HUMAN SUPPORT SERVICES – HSS, LOCATED AT
988 N. IL ROUTE 3 AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY
OF WATERLOO, IL.**

Adopted by the
City Council
of the
City of Waterloo, Illinois
this 1st day of February, 2021.

Published in pamphlet form by
authority of the City Council of
the City of Waterloo, Illinois.

ORDINANCE NO. 1813

AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF PROPERTY OWNED BY HUMAN SUPPORT SERVICES – HSS, LOCATED AT 988 N. IL ROUTE 3 AND CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.

WHEREAS, a written petition signed by the legal owner of record of all land within the territory hereinafter described has been filed with the City Clerk of the City of Waterloo, Illinois requesting that said territory be annexed to the City of Waterloo, Illinois; and

WHEREAS, there are no electors residing in said territory; and

WHEREAS, said territory is situated in Monroe County, Illinois and is not within the corporate limits of any municipality but is contiguous to the City of Waterloo, Illinois; and

WHEREAS, legal notices regarding the intention of the City of Waterloo, Illinois to annex said territory have been sent to all public bodies required to receive such notice by state statute; and

WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the office of the Recorder of Deeds of Monroe County, Illinois; and

WHEREAS, the legal owner of record of said territory and the City of Waterloo have entered into a valid and binding Annexation Agreement relating to such territory; and

WHEREAS, petition by the owner, and all documents and other necessary legal requirements are in full compliance with the terms of said Annexation Agreement and with the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and

WHEREAS, it is in the best interests of the City of Waterloo, Illinois that the territory be annexed and zoned as requested.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Waterloo, Illinois as follows:

SECTION ONE. That the following territory situated in the County of Monroe in the State of Illinois, being described and indicated on an accurate map of the annexed territory (which is appended hereto as Exhibit A and is made a part this ordinance) is hereby annexed to the City of Waterloo, Illinois.

SECTION TWO. The aforesaid parcel of land is hereby zoned “B-3” Central Business District as shown on an accurate map, which is appended hereto as Exhibit B.

SECTION THREE. That the City Clerk is hereby directed to record with the Recorder of Deeds and to file with the County Clerk a certified copy of this Ordinance, together with an accurate map of the territory to be annexed, which is appended hereto as Exhibit A.

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

PASSED this 1st day of February, 2021, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

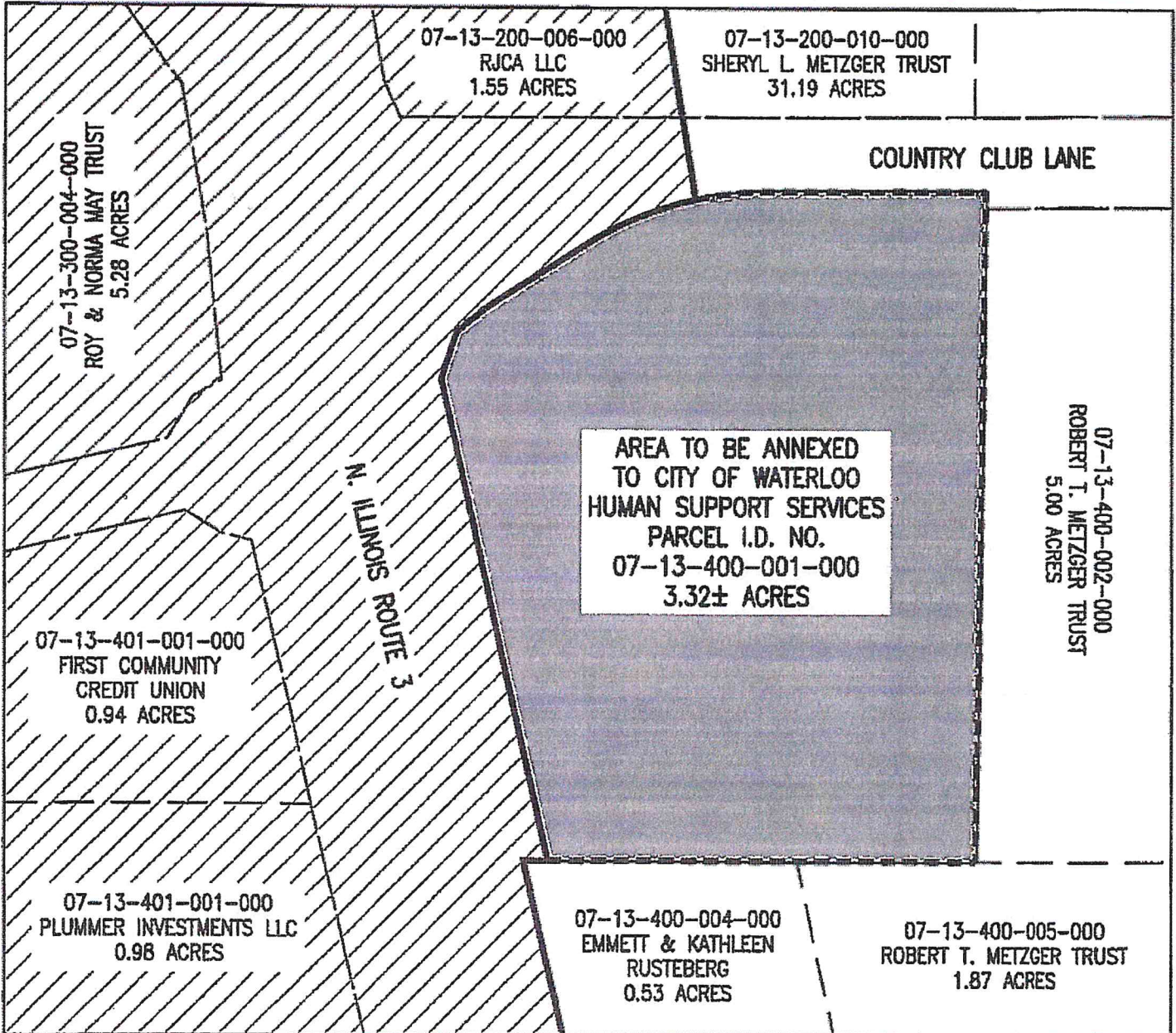
APPROVED by me this 1st day of
February, 2021.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, Filed in my office, and
published in pamphlet form.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

PLAT OF ANNEXATION FOR CITY OF WATERLOO, ILLINOIS



CERTIFICATION

THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF WATERLOO, COUNTY OF MONROE, STATE OF ILLINOIS.

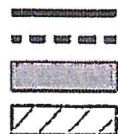
Tracy E. Hamann
TRACY E. HAMANN
I.P.L.S. #3570



SIGN. DATE: 12-22-20
EXP. DATE 11-30-22

LEGEND:

EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING WATERLOO
CITY LIMITS



THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (618) 421-2612 FAX (618) 421-8888

SCALE:
1"=100'

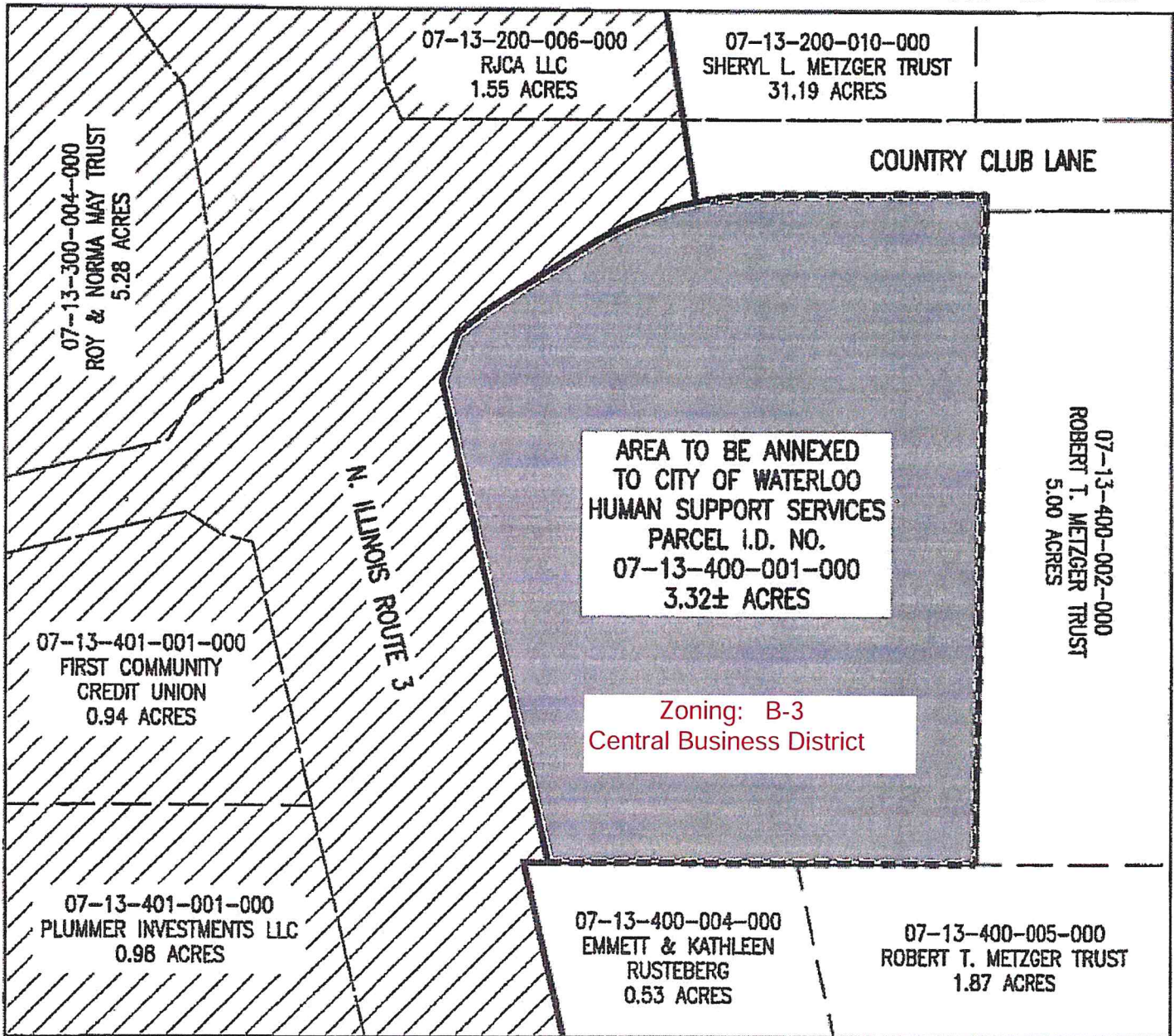
LEGAL DESCRIPTION:

A tract of land comprising approximately 3.52 acres, more or less, located at 988 North Illinois State Route 3, Waterloo, IL, which tract is legally described as:

A part of Tax Lot 3-A of Section 13 of Township 2 South, Range 10 West of the 3rd P.M., described as follows: Beginning at an iron pin at the Northwest corner of Tax Lot 3-D of Section 13, Township 2 South, Range 10 West of the 3rd P.M.; thence West 391.9 feet along the center section line of Section 13 to its intersection with the Easterly right-of-way line of SBI Route 3; thence South 8 degrees 45 minutes East along the said Easterly right-of-way line 474 feet to a point; thence East 321 feet to an iron pin at the Southwest corner of said Tax Lot 3-D; thence North along the West line of said Tax Lot 3-D to the point of beginning. EXCEPTING therefrom any portion of the tract lying within the right-of-way lines of the public roads known as State Route 3 and HH Road. In addition thereto, that real estate received from Illinois Power Company in a partial release of easement dated September 29, 1986 and filed in the Recorder's Office of Monroe County, Illinois as Document No. 143994 in Book 39 at Pages 504-505.

EXHIBIT B - page 1 of 2

ZONING PLAT



CERTIFICATION

THIS IS TO CERTIFY THAT "THOUVENOT, WADE & MOERCHEN, INC." HAS PREPARED THIS PLAT FOR ANNEXATION TO CITY OF WATERLOO, COUNTY OF MONROE, STATE OF ILLINOIS.

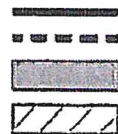
Tracy E. Hamann
TRACY E. HAMANN
I.P.L.S. #3570



SIGN. DATE: 12-22-20
EXP. DATE 11-30-22

LEGEND:

EXIST. CORP. LIMITS
PRO. CORP. LIMITS
AREA TO BE ANNEXED
EXISTING WATERLOO CITY LIMITS



THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD, SWANSEA, ILLINOIS 62226
PHONE (218) 421-2612 FAX (414) 421-8888

SCALE:
1"=100'

LEGAL DESCRIPTION:

A tract of land comprising approximately 3.52 acres, more or less, located at 988 North Illinois State Route 3, Waterloo, IL, which tract is legally described as:

A part of Tax Lot 3-A of Section 13 of Township 2 South, Range 10 West of the 3rd P.M., described as follows: Beginning at an iron pin at the Northwest corner of Tax Lot 3-D of Section 13, Township 2 South, Range 10 West of the 3rd P.M.; thence West 391.9 feet along the center section line of Section 13 to its intersection with the Easterly right-of-way line of SBI Route 3; thence South 8 degrees 45 minutes East along the said Easterly right-of-way line 474 feet to a point; thence East 321 feet to an iron pin at the Southwest corner of said Tax Lot 3-D; thence North along the West line of said Tax Lot 3-D to the point of beginning. EXCEPTING therefrom any portion of the tract lying within the right-of-way lines of the public roads known as State Route 3 and HH Road. In addition thereto, that real estate received from Illinois Power Company in a partial release of easement dated September 29, 1986 and filed in the Recorder's Office of Monroe County, Illinois as Document No. 143994 in Book 39 at Pages 504-505.

It is proposed, among other things, that the previously described property be zoned as B-3 Central Business District.

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:

February 01, 2021

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Ordinance No. 1814 Approving the Execution and
Signing of Three Agreements between the City of Waterloo, IL and the Village of
Valmeyer, IL for the New Water Plant Property - 1) Real Estate Purchase and Sale
Agreement, 2) Water Service Option Agreement; and, 3) Memorandum of Right of
First Refusal.

3. Relief or action to be requested:

Approval.

4. Submittal date: 01/28/21

Submitted by:

Tim Birk, Director of Public Works

DISPOSITION

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

 Matter to be placed on agenda for meeting to be held on

 Matter referred to



Mayor

ORDINANCE NO. 1814

AN ORDINANCE APPROVING THE EXECUTION AND SIGNING OF THREE AGREEMENTS BETWEEN THE CITY OF WATERLOO, IL AND THE VILLAGE OF VALMEYER, IL FOR THE NEW WATER PLANT PROPERTY – 1) REAL ESTATE PURCHASE AND SALE AGREEMENT, 2) WATER SERVICE OPTION AGREEMENT; AND, 3) MEMORANDUM OF RIGHT OF FIRST REFUSAL.

WHEREAS, it is desirable that the City acquire property for use in connection with the construction of the City of Waterloo's New Water Plant; and,

WHEREAS, in the judgment of the City Council, the property is well suited for public purposes, as set forth in 65 ILCS 5/11-76.1-1; and,

WHEREAS, in the judgment of the City Council it is appropriate that the City execute and sign the Real Estate Purchase and Sale Agreement; and,

WHEREAS, in the judgment of the City Council it is appropriate that the City execute and sign the Water Service Option Agreement; and,

WHEREAS, in the judgment of the City Council it is appropriate that the City Execute and sign the Memorandum of Right of First Refusal; and,

WHEREAS, two thirds of the elected Corporate Authorities have adopted this Ordinance by affirmative vote.

NOW THEREFORE, be it ordained by the City Council, the City of Waterloo, Illinois, as follows:

SECTION ONE. The above recitals of this Ordinance are hereby adopted as findings of fact.

SECTION TWO. The documents, as referenced above, regarding the New Water Plant are hereby approved.

SECTION THREE. The Mayor of the City of Waterloo, Illinois is authorized to execute and sign said documents, as referenced above, regarding the new Water Plant.

SECTION FOUR. The Clerk of the City of Waterloo, Illinois will cause this Ordinance to be published as provided in 65 ILCS 5/11-76.1-3.

SECTION FIVE. This Ordinance shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED this 1st day of February, 2021, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 1st day of
February, 2021.

Thomas Smith, Mayor
City of Waterloo, IL

ATTESTED: Filed in my office,
and published in pamphlet form, and
also published in the newspaper as is
required by 65 ILCS 5/11-76.1-3.

Mechelle Childers, City Clerk
City of Waterloo, IL

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into as of this 24 day of February, 2021, by and between VILLAGE OF VALMEYER, an Illinois municipal corporation ("Seller"), and CITY OF WATERLOO, an Illinois municipal corporation ("Buyer").

WHEREAS, Seller is the owner of the fee simple interest in that certain parcel of land commonly known as a part of Parcel No. 06-34-400-002-000, Monroe County, Illinois, as depicted on the map attached hereto as Exhibit A-1 and on the Plat of Survey attached hereto as Exhibit A-2, and as described in the metes and bounds legal description attached hereto as Exhibit A-3, which legal description shall control and shall be incorporated by reference herein (the "Property");

WHEREAS, Buyer wishes to purchase the Property and Seller is willing to sell the same; and

WHEREAS, the parties have agreed upon the terms and conditions relating to the purchase and sale of the Property and now wish to reduce their agreement to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Purchase and Sale of Property. Buyer hereby agrees to purchase and Seller hereby agrees to sell the Property together with all appurtenances thereto in accordance with the terms of this Agreement.

2. Purchase Price. The gross purchase price for the Property shall be Two Hundred Fifteen Thousand Dollars (\$215,000.00) (the "Purchase Price") which shall be paid in the following manner: (a) contemporaneous to Buyer's execution of this Agreement, Buyer shall pay Five Thousand Dollars (\$5,000.00) as earnest money (the "Earnest Money") to be deposited and held by the Title Company (defined hereinafter), as escrow agent, for delivery to Seller at the Closing (defined hereinafter) or as otherwise set forth in this Agreement; and (b) the remaining balance of the Purchase Price, as adjusted by prorations and credits allowed the parties by this Agreement, shall be paid by Buyer to Seller at Closing in lawful money of the United States via wire transfer, certified check or cashier's check upon delivery of the special warranty deed set forth herein.

3. Deed, Escrow Agent and Restrictions. Seller shall deliver at the Closing (defined hereinafter) a duly executed special warranty deed sufficient in form to convey the Property to Buyer, in fee simple absolute, upon the satisfaction in full of all terms and conditions herein stated and payment in full of the Purchase Price hereinabove set forth. The transfer of the Property shall be made subject only to the Permitted Exceptions (defined hereinafter) and said special warranty deed shall recite only the Permitted Exceptions.

4. Possession and Closing. Seller shall deliver possession of the Property to Buyer concurrently with the closing of this transaction (the "Closing") which shall be held on February 24, 2021 or such earlier date determined by Buyer and Seller (the

“Closing Date”), at the Title Company, or at such other time and place as the parties may mutually agree. Prorations and adjustment of any items of expenses shall be made as of the Closing Date unless otherwise provided for in this Agreement. Any fees charged by the Title Company and/or closing agent for handling the Closing shall be paid by Buyer.

5. Real Estate Transfer Declaration. Seller shall furnish a completed Real Estate Transfer Declaration signed by the applicable parties in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois. The parties acknowledge that this conveyance of property from one unit of government to another unit of government is exempt from payment of transfer tax.

6. Real Estate Taxes and Assessments. Real estate taxes for 2020 and any assessments, apportioned through the date of Closing, shall be Seller’s expense. The prorations thereof shall be calculated upon the basis of the 2019 tax information. Such taxes shall constitute a credit to Buyer against the Purchase Price, and shall release Seller from any further liability to Buyer in connection therewith.

7. Survey. Buyer, at its sole expense, has caused the parcel depicted in Exhibit A-1 hereto to be professionally surveyed and the Plat of Survey (Exhibit A-2) prepared, and the metes and bounds legal description (Exhibit A-3) prepared. Buyer and Seller have approved this legal description for the Property.

8. Title. Seller shall deliver or cause to be delivered to Buyer, within a reasonable period before Closing, a title insurance commitment (the “Title Commitment”) for an ALTA owner’s title insurance policy that is issued by Monroe County Title Co., 231 South Main Street, Waterloo, Illinois, a title company doing business in the State of Illinois (“Title Company”) in the amount of the Purchase Price, covering title to the Property, on or after the date of this Agreement, showing title in Seller subject only to the (a) general real estate taxes for 2020 and all subsequent years (from which the Property is currently exempt); (b) sanitary district and sewer use charges not yet due and payable; (c) special assessments levied after the date of this Agreement; (d) easements, covenants and restrictions apparent or of record; (e) the unexpired terms of any lease and tenants’ rights thereunder; (f) encroachments, overlaps, boundary line disputes and any matters which would be disclosed by an accurate survey and inspection of the Property; (g) roads and highways, if any; (h) drainage tiles, feeders, ditches and laterals, if any; (i) all applicable zoning laws and ordinances; (j) acts done or suffered by, or judgments against, Buyer; and (k) all other standard exceptions contained within such title insurance policy (collectively, “Permitted Exceptions”). If the Title Commitment discloses exceptions other than the Permitted Exceptions, Buyer shall give written notice of such exceptions to Seller within a reasonable time after Buyer receives the Title Commitment. Seller shall have a reasonable time to have such title exceptions removed but shall not be required to so remove such title exceptions. If Seller is unable or unwilling to cure such exception, then Buyer shall have the option to terminate this Agreement in which case Buyer shall be entitled to a refund of the Earnest Money. Seller shall pay or give credit to Buyer at Closing for the owner’s policy charge, Seller’s CPL fee and one-half of the search fee charged by the Title Company for issuing the subject owner’s policy. Any and all other fees charged by the Title Company for issuance of title insurance or otherwise shall be paid by Buyer.

9. Condition of Property. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER SHALL SELL AND BUYER SHALL PURCHASE THE PROPERTY (DEFINED HEREINAFTER) "AS IS, WHERE IS AND WITH ALL FAULTS" AS OF THE DATE OF THIS AGREEMENT, (b) BUYER HAS COMPLETED ALL OF ITS DUE DILIGENCE WITH RESPECT TO THE PROPERTY, AND (c) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER AS TO ANY MATTER, CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (i) THE QUALITY, NATURE, HABITABILITY, MERCHANTABILITY, USE, OPERATION, VALUE, MARKETABILITY, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY OR ANY ASPECT OR PORTION THEREOF, (ii) THE DIMENSIONS OR LOT SIZE OF THE PROPERTY OR THE SQUARE FOOTAGE OF THE IMPROVEMENTS THEREON, (iii) THE DEVELOPMENT OR INCOME POTENTIAL, OR RIGHTS OF OR RELATING TO, THE PROPERTY, OR THE PROPERTY'S USE, HABITABILITY, MERCHANTABILITY, OR FITNESS, OR THE SUITABILITY, VALUE OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY OR ANY OTHER PUBLIC OR PRIVATE RESTRICTIONS ON THE USE OF THE PROPERTY, THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY APPLICABLE CODES, LAWS, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS AND RESTRICTIONS OF ANY GOVERNMENTAL AUTHORITY OR OF ANY OTHER PERSON OR ENTITY, THE ABILITY OF BUYER TO OBTAIN ANY NECESSARY GOVERNMENTAL APPROVALS, LICENSES OR PERMITS FOR BUYER'S INTENDED USE OR DEVELOPMENT OF THE PROPERTY, THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS ON, IN, UNDER, ABOVE OR ABOUT THE PROPERTY OR ANY ADJOINING OR NEIGHBORING PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUYER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF SELLER, NOR ANY REPRESENTATIVE OF SELLER, WHETHER IMPLIED, PRESUMED OR EXPRESSLY PROVIDED AT LAW OR OTHERWISE, ARISING BY VIRTUE OF ANY STATUTE, COMMON LAW OR OTHER LEGALLY BINDING RIGHT OR REMEDY IN FAVOR OF BUYER, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE CLOSING, OR, IF THE CLOSING DOES NOT OCCUR, SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Grant of Easements.

(a) Easement to Buyer. Seller agrees to execute and to deliver to Buyer at the Closing certain a Permanent Utility Easement, in substantially the form attached hereto as Exhibit B-1, for which easement Buyer agrees to pay Seller the sum of Ten Thousand Dollars (\$10,000.00) (the "Easement Price") contemporaneously with the delivery of the easement at the Closing. The Easement Price shall be in addition to the Purchase Price for the Property, and shall be paid by Buyer to Seller outside the Closing. Buyer and Seller acknowledge that the Permanent Utility Easement has been prepared by Buyer and its agents. Seller makes no

warranty or representation as to the correctness, adequacy or sufficiency of either the form or substance of the Permanent Utility Easement. In addition to the Permanent Utility Easement, Buyer shall also construct and maintain improvements within existing right of way property as depicted in Exhibit B-2 attached hereto.

(b) Easement to Seller. Buyer agrees to execute and to deliver to Seller at the Closing an easement for the construction and maintenance of a walking path and sidewalk over certain other property of Buyer, in substantially the form attached hereto as Exhibit C, for no additional consideration to be paid by Seller.

11. Continuing Obligations of the Parties. As additional consideration for Seller's agreement to convey the Property and to grant the Utility Easements, Buyer agrees as follows:

(a) Location of Wells. No water wells shall be constructed by or for Buyer at any location within the corporate limits of the Village of Valmeyer as such limits existed prior to 1993; for the avoidance of doubt, water wells may be constructed on the Property. If Buyer at a future date seeks to install additional wells at other locations owned by Seller, the parties shall negotiate in good faith for the Buyer's acquisition of such additional well sites.

(b) Test Wells. Any and all test wells that have been, or shall hereafter be, drilled by Buyer or its agents and that are not currently contemplated to be used by Buyer for production of water, shall be capped by Buyer at Buyer's sole cost and expense in compliance with Illinois Environmental Agency regulations;

(c) Utility Easements. With respect to Buyer's use of the Utility Easements provided for in Paragraph 10, above, Buyer shall:

- (i) Be solely responsible for the cost of all engineering services for the installation of Buyer's water lines within such easements;
- (ii) Reimburse Seller for the cost of having Seller's engineer observe the Buyer's construction of water lines within such easements, if such observation is requested by Seller in Seller's sole discretion;
- (iii) Pay for any street replacement necessary due to Buyer's use of such easements;
- (iv) Pay for any damage to any of Seller's utility structures or to any private property due to Buyer's use of such easements; and
- (v) In the event of water leakage from Buyer's water lines within such easements, remediate the condition and pay for any and all damages that may result therefrom.

(d) Water Tap. Buyer shall, at its sole cost and within one (1) year of the date of this Agreement, provide a water tap of appropriate size that would enable Buyer to provide Seller, its residents, businesses, and institutions, with adequate water service at such future date as Seller may in its sole discretion elect to obtain water service from Buyer under terms and conditions satisfactory to both parties.

(e) Right of First Refusal. Buyer agrees that should Buyer receive, at any time within forty (40) years of the date of this Agreement, a bona fide written offer from a third-party to purchase, lease or otherwise take an assignment of all or any portion of the Property, which offer Buyer wishes to accept, Buyer shall provide a copy of such offer to Seller, and Seller shall have thirty (30) days after receipt of such notice to elect whether to purchase, lease or otherwise accept such property upon the same terms and conditions as contained in such offer. If Seller elects to do so, Buyer and Seller shall promptly enter into a commercially standard purchase and sale (or lease) agreement, utilizing the same terms set forth in the third party offer. If Seller refuses to enter into such an agreement or fails to respond within the established time period, Buyer may proceed to execute a contract with the third party on substantially the same terms as offered to Seller, with closing to occur within ninety (90) days from the date Seller declined to enter into the agreement or failed to respond. If such transaction is not closed within such ninety (90) day period, or the terms of purchase, lease or assignment change in any material aspect, then the sale, lease or assignment of such property shall remain subject to Seller's right of first refusal in this subparagraph. Seller may, in its discretion, record in the Monroe County, Illinois Recorder's Office a memorandum of this right of first refusal.

(f) Growing Crops. The parties acknowledge that portions of the Property are currently subject to leases in favor of Mike and Ron Stumpf and in favor of Keith and Todd Nabers ("Lessees"). Buyer agrees to allow Lessees to harvest all crops, if any, growing on the Property as of the date of the Closing of this Agreement. Buyer further agrees to and hereby does indemnify, defend and hold harmless Seller, and its officers, employees and trustees, from and against all liabilities, claims, demands, suits, causes of action, costs, damages, losses and expenses, known and unknown, present and future, arising out of, by virtue of, or related in any way to any action on the part of Buyer with respect to any right of Lessees with respect to the Property, including any right to harvest crops.

(g) Survival of Obligations. It is expressly understood and agreed by Buyer and Seller that the obligations set forth in this Paragraph 11 of the Agreement shall survive the Closing of this Agreement and shall not be merged into the special warranty deed contemplated herein. These obligations shall remain in full force and effect and may be enforced by the party to whom such obligations are due.

12. Default.

(a) Buyer Default. In the event Buyer fails to make any of the payments or perform any of the covenants or agreements contained herein by the date such payment is due or by the time such act is to be performed (each, a "Buyer Default"), Seller may by mailing of written notice of election addressed to Buyer, at the address hereinafter provided, declare Buyer in default hereunder and in the event of failure of Buyer in making full and complete payment of said unpaid balance and performance in full of any and all other said covenants and agreements within a period of ten (10) days after the effective date of Seller's notice, then and in that event, Seller may by election evidenced by written notice to Buyer declare this Agreement terminated.

(b) Seller Default. In the event Seller fails to perform any of the covenants or agreements contained herein by the time such act is to be performed (each, a "Seller Default"), Buyer may by mailing of written notice of election addressed to Seller, at the address hereinafter

provided, declare Seller in default hereunder and in the event of failure of Seller in making full and complete payment of said unpaid balance and performance in full of any and all other said covenants and agreements within a period of ten (10) days after the effective date of Buyer's notice, then and in that event, Buyer may by election evidenced by written notice to Seller declare this Agreement terminated.

(c) Remedies. In the event of any Buyer Default, Seller may retain the Earnest Money as liquidated damages sustained by Seller or, at Seller's option, pursue any other remedies available at law or equity, including specific performance, which arise out of the failure of Buyer to perform any or all of the covenants or agreements herein contained. In the event of any Seller Default, Buyer shall be entitled to a refund of the Earnest Money or, at Buyer's option, pursue any other remedies available at law or equity, including specific performance, which arise out of the failure of Seller to perform any or all of the covenants or agreements herein contained.

(d) Attorney Fees. Default by either party to this Agreement shall entitle the non-defaulting party to all costs and reasonable attorneys' fees incurred by the non-defaulting party in enforcing the provisions of this Agreement.

13. Miscellaneous Provisions.

(a) Notices. All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person, by overnight express carrier, or by United States registered or certified mail with return receipt requested. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent and, if so mailed, shall be effective three (3) business day after deposit in any U.S. Post Office or collection box with postage prepaid. All notices shall be addressed as follows:

If to Buyer:
City of Waterloo
100 West 4th Street
Waterloo, Illinois 62298
Attention: City Clerk

With a copy to:
Daniel J. Hayes
Attorney at Law
3540 North Belt West
Belleville, IL 62226

If to Seller:
Village of Valmeyer
260 Knobloch Blvd.
Valmeyer, Illinois 62295
Attention: Village Clerk

With a copy to:
Myron A. Hanna
Hanna & Volmert, LLC
530 Fullerton Road
Suite A, PO Box 464
Belleville, IL 62222

(b) Construction. The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.

(c) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties consent and agree that Monroe County, Illinois is a convenient and proper venue.

(d) Nonassignability; Successors and Assigns. This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their permitted successors, permitted assigns, heirs, executors, administrators and legal representatives to the same extent as if specified at length throughout this Agreement. Buyer may not assign Buyer's rights hereunder without the prior written consent of the Seller having first been obtained.

(e) Merger and Modification. All prior offers, acceptances, oral representations, agreements and writings between the parties are merged herein and shall be of no force or effect unless contained in this Agreement. Neither this Agreement nor any provision hereof may be altered, amended, modified, waived, discharged or terminated orally, but such may be accomplished only by an instrument in writing signed by the party against whom it is sought to be enforced.

(f) Severability. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. If any term or provision of this Agreement shall be found to be wholly illegal or unenforceable, the remainder of this Agreement shall be given full effect as if such provision were stricken. In the event any term or provision of this Agreement shall be held overbroad in any respect, then such term or provision shall be narrowed, modified or limited by a court only to the extent necessary to make such provision or term enforceable while effectuating the intent of the parties herein expressed.

(g) Waiver. No term or provision hereof shall be deemed waived and no performance shall be excused hereunder unless prior waiver or consent shall be given in writing signed by the party against whom it is sought to be enforced. Any waiver of any default by either party shall not constitute a waiver of the same or different default on a separate occasion.

(h) Time Is of the Essence. Time is of the essence of this Agreement.

(i) Fees and Commissions. Seller and Buyer each represent and warrant to the other that it has not dealt with any real estate broker, salesperson, agent or finder in connection with

this Agreement and the transaction herein contemplated. Buyer agrees to indemnify, defend and save Seller harmless from the claims or demands of any real estate broker, salesperson, agent or finder claiming to have dealt with Buyer. Seller agrees to indemnify, defend and save Buyer harmless from the claims or demands of any real estate broker, salesperson, agent or finder claiming to have dealt with Seller. Such indemnities shall include, without limitation, the payment of all costs, expenses and attorneys' fees incurred or expended in defense of any such claims or demands, whether such costs, expenses or attorneys' fees shall include litigation expenses and whether such expenses shall be at trial or appellate levels.

(j) Authority. Seller and Buyer each represent and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by and against each of the parties hereto.

(k) Counterparts and Copies. This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

SELLER:

VILLAGE OF VALMEYER,
an Illinois municipal corporation

By: _____
Howard Heavner, Mayor

BUYER:

CITY OF WATERLOO,
an Illinois municipal corporation

By: _____
Tom Smith, Mayor

WELL SITE ATTACHMENTS TO REAL ESTATE
PURCHASE AGREEMENT

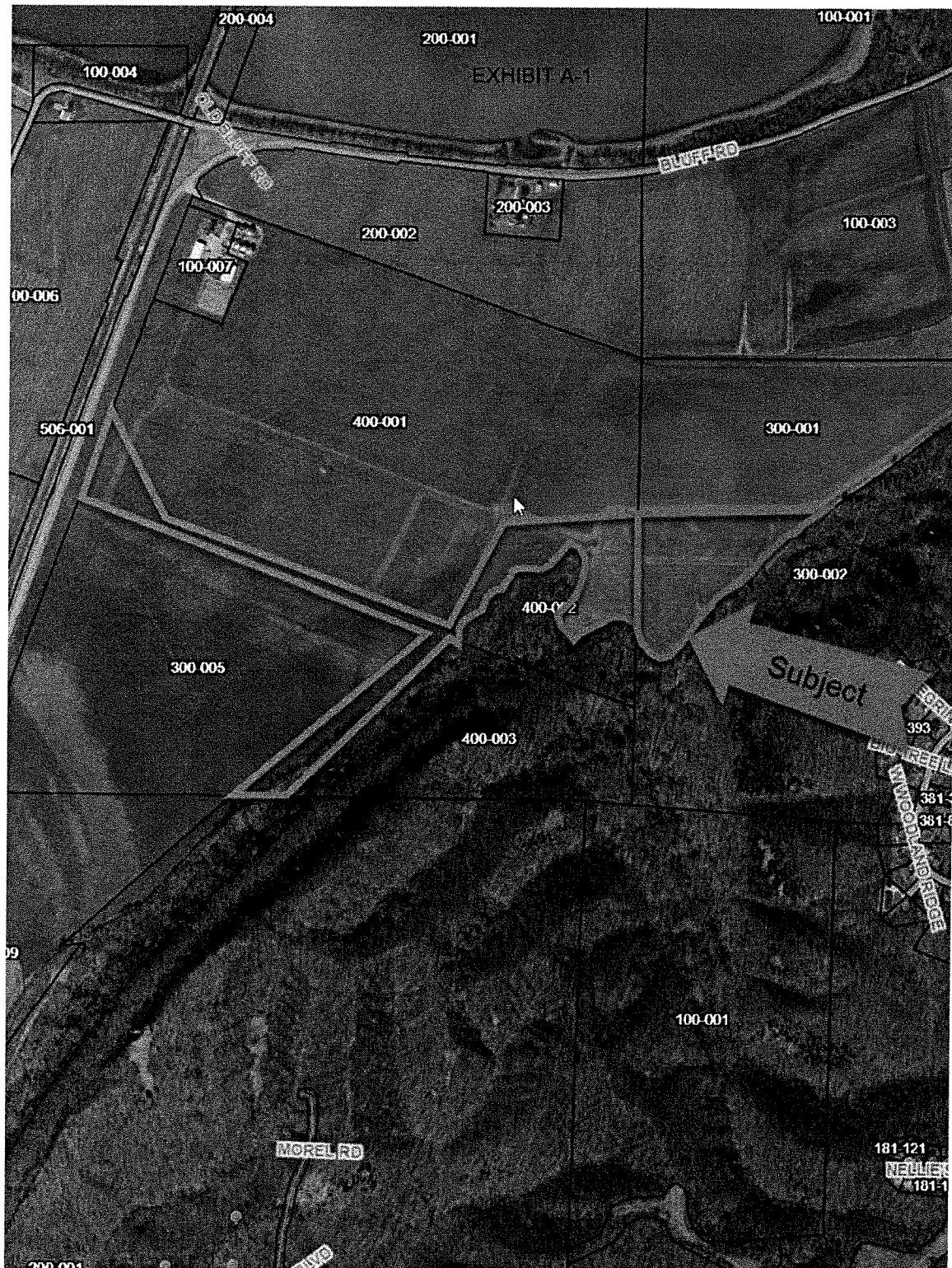


Exhibit A-3

Waterloo's Well Site

Part of Survey 582, Claim 825 and part of Section 34 and Section 35, Township 2 South, Range 11 West of the Third Principal Meridian, Monroe County, Illinois, further described as follows:

Commencing at the southeast corner of said Section 34; thence North 00 degrees 18 minutes 36 seconds West on the east line of said Section 34, 735.00 feet; thence North 69 degrees 20 minutes 43 seconds West, 1005.57 feet to the northeast corner of Castelli's Lot 2, being the point of beginning; thence South 47 degrees 22 minutes 33 seconds West on the easterly line of said Survey 582, Claim 825, 225.34 feet; thence South 62 degrees 32 minutes 00 seconds West, 337.24 feet; thence South 54 degrees 27 minutes 33 seconds West, 481.18 feet; thence North 38 degrees 50 minutes 02 seconds West, 50.00 feet to the west line of Tax Lot 2B of said Survey 582, Claim 825; thence North 51 degrees 09 minutes 58 seconds East on said west line, 960.00 feet to north corner of said Tax Lot 2B, also being the northeast corner of Tax Lot 2A of said Survey 582, Claim 825; thence North 69 degrees 20 minutes 43 seconds West on the northeasterly line of said Tax Lot 2A, 2305.00 feet to the east right of way line of F.A. Route 182 (Bluff Road); thence North 20 degrees 17 minutes 36 seconds East on said east right of way line, 284.59 feet; thence southeasterly, 602.18 feet on a curve to the left having a radius of 696.20 feet with a chord of South 44 degrees 34 minutes 01 second East, 583.58 feet to a point 40 feet north of the northeasterly line of said Tax Lot 2A; thence South 69 degrees 20 minutes 43 seconds East on a line parallel to and 40 feet north of said northeasterly line, 1776.64 feet to the westerly line of Tax Lot 1B of said Survey 582, Claim 825; thence North 23 degrees 22 minutes 43 seconds East, 713.95 feet to the northwest corner of said Tax Lot 1B; thence North 88 degrees 21 minutes 26 seconds East on the northerly line of said Tax Lot 1B, 1966.50 feet to a corner of said Tax Lot 1B; thence meandering on the following courses: South 61 degrees 26 minutes 00 seconds West, 222.13 feet; South 47 degrees 36 minutes 59 seconds West, 729.86 feet; South 40 degrees 55 minutes 15 seconds West, 377.27 feet; South 88 degrees 51 minutes 20 seconds West, 81.37 feet; North 20 degrees 40 minutes 46 seconds West, 68.61 feet; North 27 degrees 41 minutes 33 seconds West, 210.86 feet; South 86 degrees 46 minutes 38 seconds West, 111.95 feet; South 70 degrees 18 minutes 05 seconds West, 229.26 feet; North 89 degrees 22 minutes 34 seconds West, 74.34 feet; North 45 degrees 28 minutes 31 seconds West, 66.70 feet; North 37 degrees 28 minutes 31 seconds East, 192.95; North 20 degrees 50 minutes 05 seconds East, 223.68 feet; North 83 degrees 25 minutes 17 seconds West, 142.79 feet; South 40 degrees 57 minutes 13 seconds West, 105.19 feet; South 81 degrees 57 minutes 02 seconds West, 211.60 feet; South 43 degrees 34 minutes 22 seconds West, 248.54 feet; South 23 degrees 22 minutes 43 seconds West, 246.41 feet to the point of beginning, containing 27.62 acres, more or less.

Part of Parcels 06-34-400-002 and 06-35-300-002

Prior Deed: Book 94, page 127

UTILITY EASEMENT ATTACHMENTS TO REAL ESTATE PURCHASE AGREEMENT

**Instrument prepared by:
City of Waterloo, Illinois**

after recording return to:

**City of Waterloo
100 West 4th Street
Waterloo, IL 62298**

Above space for Recorder's Use

PERMANENT UTILITY EASEMENT

The Village of Valmeyer, hereinafter referred to as "Grantor(s)", for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grants, bargains, sells and conveys to the City of Waterloo, Monroe County, Illinois, hereinafter referred to as "Grantee", the right and easement to install, construct, reconstruct, maintain under varying conditions of operation, or renew and remove all public water utilities, including but not limited to water mains, and any and all manholes, valve vaults, pipes and connections as may be necessary for water utilities, on a certain parcel of land owned by the Grantor(s), situated in the County of Monroe, State of Illinois, and more particularly described as follows:

Easement #1

A Twenty Foot (20') wide Permanent Utility Easement being part of the Southwest Quarter of Section 3, Township 3 South, Range 11 West of the Third Principal Meridian, Village of Valmeyer, Monroe County, Illinois, the east and north line of said easement described as follows:

Beginning at the intersection of the north right of way line of Walnut Street with the west right of way line of Quarry Road; thence North 24 degrees 56 minutes 39" West on said west right of way line, 52.00 feet; thence North 82 degrees 35 minutes 49 seconds West on a line 20 feet north of and parallel with an existing overhead utility line, 518 feet, more or less, to the east right of way line of Bluff Road (F.A.S. Route 1857), being the endpoint of the north line of said easement.

See attached Easement Exhibit A
Part of PIN 09-03-200-001

Easement #2

A Twenty Foot (20') wide Permanent Utility Easement being part of the Southwest Quarter of Section 3, Township 3 South, Range 11 West of the Third Principal

Meridian, Village of Valmeyer, Monroe County, Illinois, the east line of said easement described as follows:

Commencing at a pin found at the intersection of the of the north line of Survey 494, Claim 510 with the east right of way line of Quarry Road; thence North 81 degrees 36 minutes 36 seconds West on said north line of Survey 494, Claim 510, 40.48 feet to the west right of way line of said Quarry Road, being the Point of Beginning of the east line of said easement, thence north on said west right of way line, 263 feet, more or less, to the south line of a tract of land as recorded in deed book 143, page 361 of the Monroe County Illinois Recorder's office, being a point 240 feet north, measured perpendicular, of the north line of Survey 494, Claim 510, being the endpoint of the east line of said easement.

See attached Exhibit A
Part of PIN 09-03-200-001

Easement #3

A Twenty Foot (20') wide Permanent Utility Easement being part of the South Half of Section 3 and part of Tax Lot 1 of Section 2, all in Township 3 South, Range 11 West of the Third Principal Meridian, Village of Valmeyer, Monroe County, Illinois, the centerline of said easement described as follows:

Commencing at a pin found at the intersection of the of the north line of Survey 494, Claim 510 with the east right of way line of Quarry Road; thence North 0 degrees 28 minutes 45 seconds West on said east right of way line of Quarry Road, 109.37 feet to the Point of Beginning of said easement centerline; thence on said easement centerline as follows: North 66 degrees 21 minutes 3 seconds East, 199.81 feet; North 84 degrees 50 minutes 23 seconds East, 140.62 feet; South 79 degrees 13 minutes 24 seconds East, 123.57 feet; thence South 83 degrees 39 minutes 33 seconds East, 84.22 feet; North 80 degrees 8 minutes 52 seconds East, 103.01 feet; North 84 degrees 1 minutes 53 seconds East, 117.81 feet; North 50 degrees 52 minutes 49 seconds East, 190.18 feet; North 59 degrees 16 minutes 33 seconds East, 50.14 feet; North 87 degrees 11 minutes 26 seconds East, 102.44 feet; North 44 degrees 7 minutes 36 seconds East, 88.78 feet; North 36 degrees 55 minutes 29 seconds East, 143.39 feet; North 41 degrees 2 minutes 42 seconds East, 69.48 feet; North 58 degrees 55 minutes 29 seconds East, 116.17 feet; North 66 degrees 8 minutes 33 seconds East, 75.17 feet; North 76 degrees 6 minutes 52 seconds East, 112.80 feet; North 83 degrees 36 minutes 34 seconds East, 27.88 feet; North 8 degrees 36 minutes 34 seconds East, 33.02 feet; North 79 degrees 54 minutes 42 seconds East, 33.92 feet; North 88 degrees 56 minutes 17 seconds East, 134.85 feet; North 86 degrees 24 minutes 29 seconds East, 183.54 feet; North 72 degrees 8 minutes 28 seconds East, 42.90 feet; South 58 degrees 33 minutes 10 seconds East, 34.39 feet; North 68 degrees 36 minutes 2 seconds East, 171.02 feet; South 88 degrees 8 minutes 9 seconds East, 74.69 feet; South 71 degrees 42 minutes 9 seconds East, 76.07 feet; South 65 degrees 13 minutes 42 seconds East, 164.24 feet; South 60

degrees 1 minutes 15 seconds East, 37.72 feet; South 82 degrees 32 minutes 33 seconds East, 58.32 feet; South 60 degrees 33 minutes 24 seconds East, 77.64 feet; South 69 degrees 16 minutes 45 seconds East, 55.15 feet; South 78 degrees 10 minutes 49 seconds East, 41.30 feet; South 82 degrees 0 minutes 51 seconds East, 34.90 feet; South 73 degrees 43 minutes 13 seconds East, 67.75 feet; South 89 degrees 12 minutes 0 seconds East, 261.74 feet; North 79 degrees 47 minutes 34 seconds East, 122.98 feet; North 64 degrees 12 minutes 59 seconds East, 83.54 feet; North 54 degrees 0 minutes 55 seconds East, 59.11 feet; North 47 degrees 6 minutes 3 seconds East, 217.48 feet; North 41 degrees 17 minutes 1 seconds East, 66.22 feet; North 23 degrees 10 minutes 50 seconds East, 229.94 feet; North 67 degrees 5 minutes 39 seconds East, 173.77 feet to the endpoint of the centerline of said easement, said endpoint being on the centerline of an existing utility easement to the City of Waterloo, as recorded in Document 301975 of the Monroe County Illinois Recorder's office.

See attached Exhibit B

Part of PINs 09-03-200-001 and 09-02-100-002

Together with the right to enter upon and use additional space adjacent to said Easement as necessary for working room during installation, location, establishment, construction, reconstruction, maintenance or repair of all utilities permitted hereby. The Grantee herein covenants and warrants to the Grantor(s) and its successors, assigns and grantees that any disruption thereby caused by the entry upon or usage of the Property by Grantee for purposes of maintaining utility described herein shall be restored; provided, however, that Grantor(s) shall not, after the execution of this Easement, place any permanent structure or trees in the Easement, except for driveway, non-tree plantings or additional drain tiles.

If any of Grantor(s)'s crops are damaged as a result of Grantee entering the aforementioned property to perform any work on the utility, then the Grantee shall compensate Grantor(s) the Fair Market Value of the crops damaged.

Prior to construction of any new utility, Grantor(s) shall identify for the Grantee the location of any drainage tile located on the aforementioned property. If, after identification by the Grantor(s), the Grantee damages such drainage tile during construction of the utility, the Grantee shall be responsible for all charges and costs associated with the repair of the drainage tile.

The Easement granted hereby shall be irrevocable and permanent and shall continue in perpetuity.

IN WITNESS WHEREOF, the Grantor(s) have executed this instrument this _____ day of _____, 2020.

Village of Valmeyer

Attest:

STATE OF ILLINOIS)
)SS.
COUNTY OF MONROE)

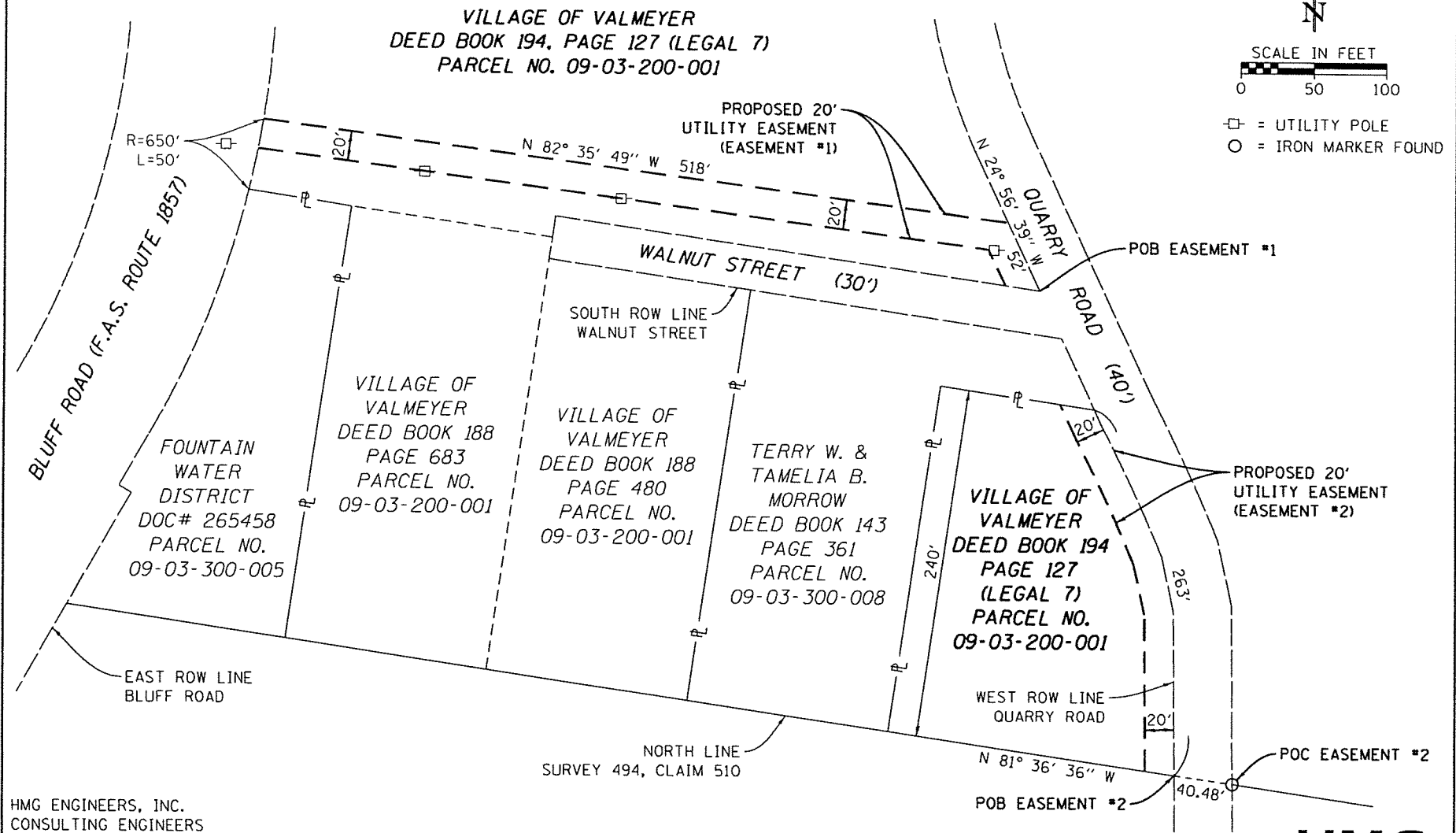
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that Grantor(s), The Village of Valmeyer, known to me to be the same person/persons whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the purposes therein set forth, including the release and waiver of the right of homestead

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

EASEMENT EXHIBIT A

PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 11 WEST OF
THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF VALMEYER, MONROE COUNTY, ILLINOIS



HMG ENGINEERS, INC.
CONSULTING ENGINEERS
BREESE, ILLINOIS 62230
CORPORATION LICENSE NO. 184-000899
HMG NO. 7895 AUGUST 29, 2020

HMG
Engineers • Surveyors

EASEMENT EXHIBIT B

PART OF THE SOUTH HALF OF SECTION 3 AND PART OF TAX LOT 1 OF SECTION 2, ALL IN
TOWNSHIP 3 SOUTH, RANGE 11 WEST OF THE THIRD PRINCIPAL MERIDIAN,
VILLAGE OF VALMEYER, MONROE COUNTY, ILLINOIS



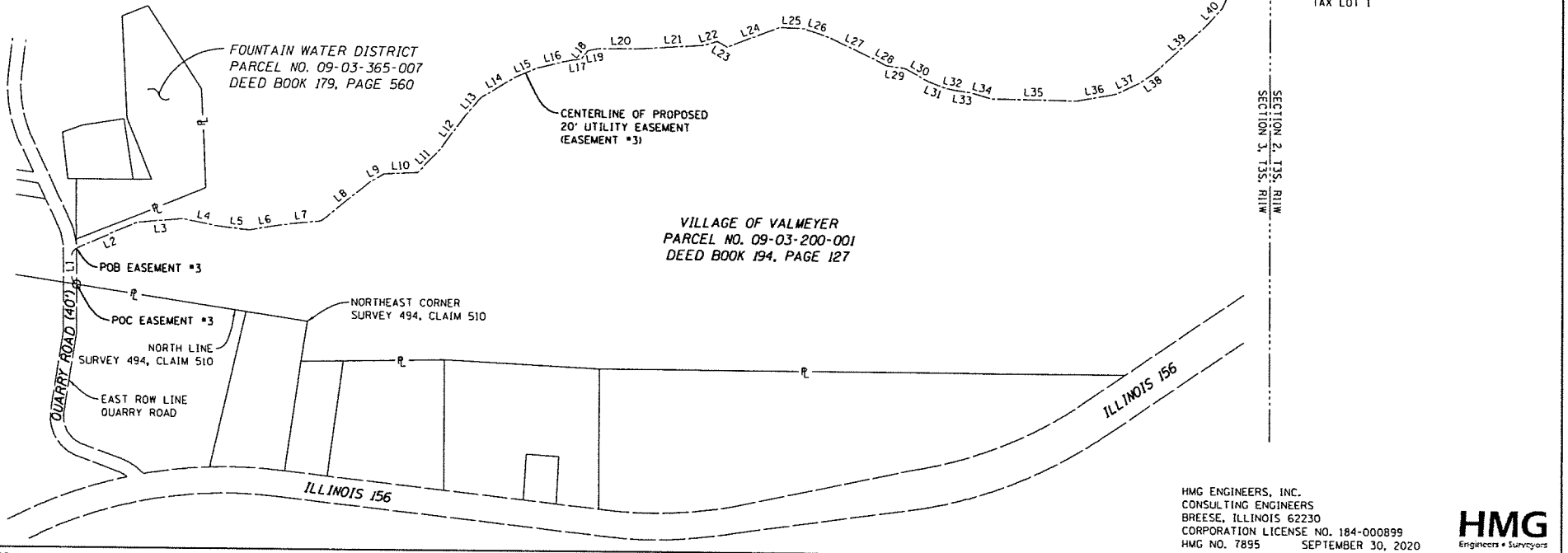
SCALE IN FEET
0 150 300

○ = IRON MARKER FOUND

LINE	BEARING	DIST
L1	N 00° 28' 45" W	109.37
L2	N 66° 21' 03" E	199.81
L3	N 84° 50' 23" E	140.62
L4	S 79° 13' 24" E	123.57
L5	S 83° 39' 33" E	84.22
L6	N 80° 08' 52" E	103.01
L7	N 84° 01' 53" E	117.81
L8	N 50° 52' 49" E	190.18
L9	N 59° 16' 33" E	50.14
L10	N 87° 11' 26" E	102.44
L11	N 44° 07' 36" E	88.78
L12	N 36° 55' 29" E	143.39
L13	N 41° 02' 42" E	69.48
L14	N 58° 55' 29" E	116.17

LINE	BEARING	DIST
L15	N 66° 08' 33" E	75.17
L16	N 76° 06' 52" E	112.80
L17	N 83° 36' 34" E	27.88
L18	N 08° 36' 34" E	33.02
L19	N 79° 54' 42" E	33.92
L20	N 88° 56' 17" E	134.85
L21	N 86° 24' 29" E	183.54
L22	N 72° 08' 28" E	42.90
L23	S 58° 33' 10" E	34.39
L24	N 68° 36' 02" E	171.02
L25	S 88° 08' 09" E	74.69
L26	S 71° 42' 09" E	76.07
L27	S 65° 13' 42" E	164.24
L28	S 60° 01' 15" E	37.72

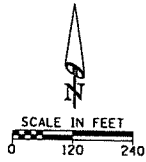
LINE	BEARING	DIST
L29	S 82° 32' 33" E	58.32
L30	S 60° 33' 24" E	77.64
L31	S 69° 16' 45" E	55.15
L32	S 78° 10' 49" E	41.30
L33	S 82° 00' 51" E	34.90
L34	S 73° 43' 13" E	67.75
L35	S 89° 12' 00" E	261.74
L36	N 79° 47' 34" E	122.98
L37	N 64° 12' 59" E	83.54
L38	N 54° 00' 55" E	59.11
L39	N 47° 06' 03" E	217.48
L40	N 41° 17' 01" E	66.22
L41	N 23° 10' 50" E	229.94
L42	N 67° 05' 39" E	173.77



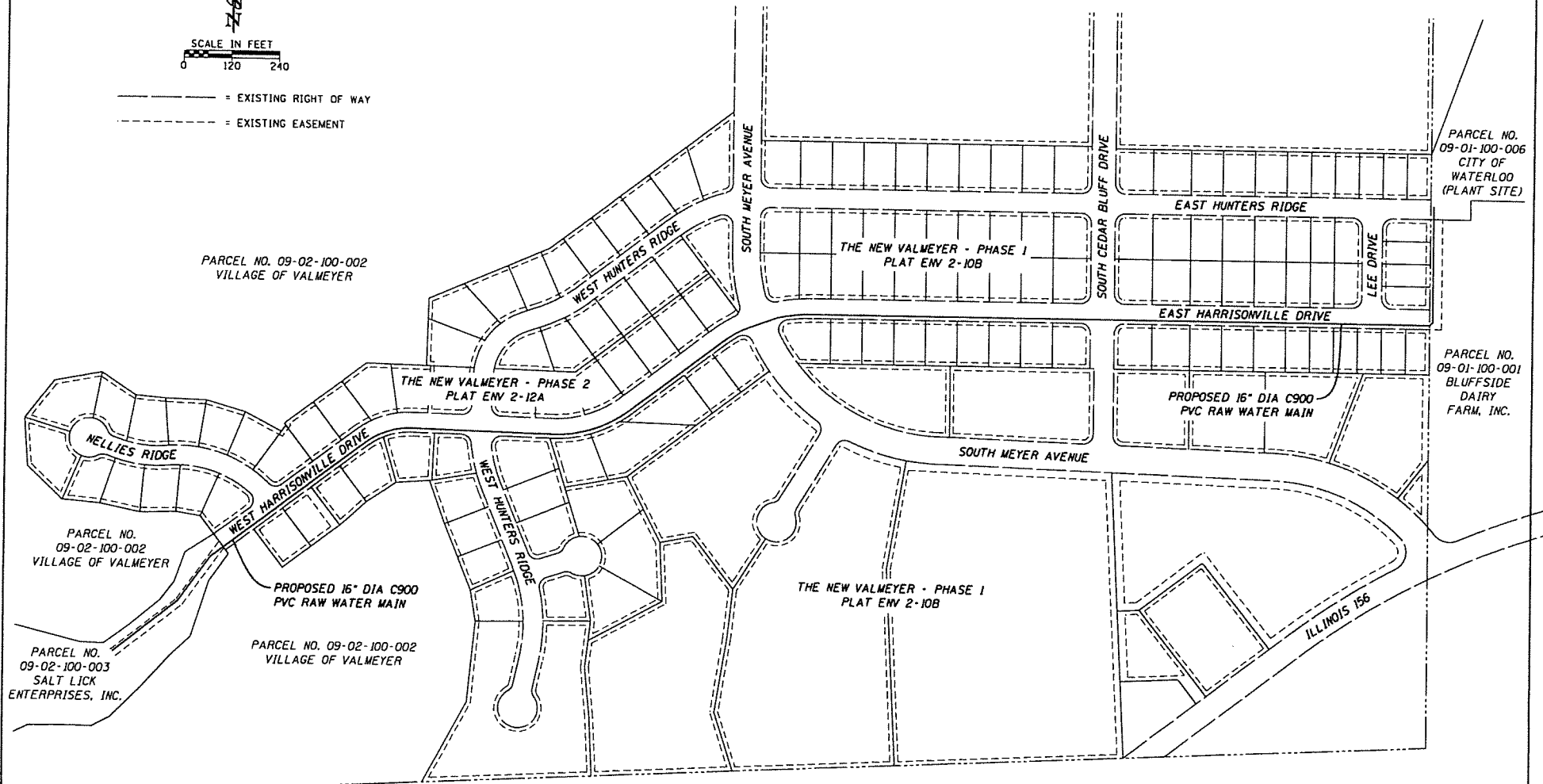
HMG ENGINEERS, INC.
CONSULTING ENGINEERS
BREESE, ILLINOIS 62230
CORPORATION LICENSE NO. 184-000899
HMG NO. 7895 SEPTEMBER 30, 2020

HMG
Engineers • Surveyors

EXHIBIT B-2



— = EXISTING RIGHT OF WAY
 - - - = EXISTING EASEMENT



HMG ENGINEERS, INC.
 CONSULTING ENGINEERS
 BREESE, ILLINOIS 62230
 CORPORATION LICENSE NO. 184-000899
 HMG NO. 7895 JANUARY 15, 2021

HMG
 Engineers • Surveyors

SIDEWALK EASEMENT ATTACHMENTS TO REAL
ESTATE PURCHASE AGREEMENT

EXHIBIT C

RETURN THIS DOCUMENT TO:

Myron A. Hanna
Hanna & Volmert, LLC
530 Fullerton Road, Suite A
P.O. Box 464
Belleville, Illinois 62222-0464

SIDEWALK EASEMENT

This Sidewalk Easement grant is made between the City of Waterloo, Illinois, an Illinois municipal corporation, whose address is 100 West 4th Street, Waterloo, Illinois 62298 ("Grantor"), in favor of the Village of Valmeyer, Illinois, an Illinois municipal corporation, whose address is 260 Knobloch Boulevard, Valmeyer, Illinois 62295 ("Grantee").

WHEREAS, Grantor is the owner of a parcel of real estate described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Grantor wishes to grant and Grantee wishes to receive an easement across the Property to serve as a public walkway over the Property on the terms contained herein.

NOW, THEREFORE, in consideration of the premises and the sum of one dollar (\$1.00) and other valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee, its legal representatives, grantees and assigns, a perpetual right and privilege to use the following described easement tract at all times hereafter, for public pedestrian and non-motorized traffic purposes across the Property, together with the right and easement to install, pave, use, maintain, alter, remove and replace a sidewalk over, across and through the real estate described in Exhibit B attached hereto (the "Easement Tract").

Grantee may enter upon sufficient portions of the Property adjacent to the described Easement Tract for the purpose of exercising the rights and privileges granted herein.

Grantor agrees not to build or to convey to others the permission to build any structures or improvements on, over, across, in, through or under the Easement Tract that could interfere with the easement herein granted to Grantee.

The easement herein granted shall run with the land herein described and shall be binding upon and inure to the benefit of the Grantor, Grantee, and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Sidewalk Easement effective this _____ day of _____, 2021, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Illinois.

THE CITY OF WATERLOO,
An Illinois municipal corporation

By: _____
Tom Smith, Mayor

ATTEST:

Mechelle Childers, City Clerk

“Grantor”

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Tom Smith, personally known to me to be the Mayor of the CITY OF WATERLOO, Illinois, an Illinois municipal corporation and Mechelle Childers, personally known to me to be the Clerk of said municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk of said municipal corporation, respectively, that they signed and delivered said instrument as Mayor and Clerk of said municipal corporation, pursuant to authority given by the city council of said municipal corporation as their free and voluntary act, and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this ____ day of _____, 2021.

Notary Public

My commission expires:

THE VILLAGE OF VALMEYER,
An Illinois municipal corporation

By: _____
Howard Heavner, Mayor

ATTEST:

Laurie Brown, Village Clerk

“Grantee”

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Howard Heavner, personally known to me to be the Mayor of the VILLAGE OF VALMEYER, Illinois, an Illinois municipal corporation and Laurie Brown, personally known to me to be the Clerk of said municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk of said municipal corporation, respectively, that they signed and delivered said instrument as Mayor and Clerk of said municipal corporation, pursuant to authority given by the board of trustees of said municipal corporation as their free and voluntary act, and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this ____ day of _____, 2021.

Notary Public

My commission expires:

PREPARED BY:
Myron A. Hanna
Hanna & Volmert, LLC
530 Fullerton Road, Suite A
P.O. Box 464
Belleville, Illinois 62222

SIDEWALK EXHIBIT A

Part of the Northwest Quarter of Section 1, Township 3 South, Range 11 West of the Third Principal Meridian, Monroe County, Illinois, further described as follows:

Commencing at the northeast corner of Lot 16 of The New Valmeyer – Phase 1, as recorded in Plat Envelope 2-10B of the Monroe County Illinois Recorder's Office, also being the south corner of the Valmeyer Community Unit School District Number 3's tract as recorded in Deed Book 192, Page 261; thence North 19 degrees 40 minutes 51 seconds East on the southeasterly line of said School District tract, 713.79 feet to the southwest corner of the Valmeyer Community Unit School District Number 3's tract of land as recorded in Deed Book 201, Page 429; thence North 83 degrees 43 minutes 47 seconds East on the south line of said School District tract, 374.44 feet to the northeast corner of a previously conveyed 9.00 acre tract, being the Point of Beginning; thence continuing North 83 degrees 43 minutes 47 seconds East on said south line, 1.07 feet to the southeast corner of said tract of land recorded in Deed Book 201, Page 429; thence South 00 degrees 00 minutes 30 seconds West, parallel with the west line of the Northwest Quarter of said Section 1, 724.31 feet; thence South 70 degrees 49 minutes 22 seconds West, 316.11 feet to a southerly corner of said previously conveyed 9.00 acre tract; thence North 63 degrees 31 minutes 57 seconds East, 332.34 feet to the southeast corner of said previously conveyed 9.00 acre tract; thence North 00 degrees 00 minutes 30 seconds East, parallel with the west line of the Northwest Quarter of said Section 1, 679.91 feet to the point of beginning, containing 7,413 square feet or 0.17 acres, more or less.

Part of the Northwest Quarter of Section 1, Township 3 South, Range 11 West of the Third Principal Meridian, Monroe County, Illinois, further described as follows:

Beginning at the northeast corner of Lot 16 of The New Valmeyer – Phase 1, as recorded in Plat Envelope 2-10B of the Monroe County Illinois Recorder's Office, also being the south corner of the Valmeyer Community Unit School District Number 3's tract as recorded in Deed Book 192, Page 261; thence North 19 degrees 40 minutes 51 seconds East on the southeasterly line of said School District tract, 713.79 feet to the southwest corner of the Valmeyer Community Unit School District Number 3's tract of land as recorded in Deed Book 201, Page 429; thence North 83 degrees 43 minutes 47 seconds East on the south line of said School District tract, 374.44 feet; thence South 00 degrees 00 minutes 30 seconds West, parallel with the west line of the Northwest Quarter of said Section 1, 679.91 feet; thence South 63 degrees 31 minutes 57 seconds West, 332.34 feet to a point on the easterly extension of the north right of way line of East Hunters Ridge, as recorded in said plat of The New Valmeyer – Phase 1; thence North 89 degrees 59 minutes 30 seconds West on said easterly extension, 215.00 feet; thence South 00 degrees 00 minutes 30 seconds West, parallel with the west line of the Northwest Quarter of said Section 1, 50.00 feet to a point on the easterly extension of the south right of way line of said East Hunters Ridge; thence North 89 degrees 59 minutes 30 seconds West on said easterly extension, 100.00 feet to the west line of the Northwest Quarter of said Section 1, being at the northeast corner of Lot 15 of The New Valmeyer – Phase 1; thence North 00 degrees 00 minutes 30 seconds East on said west line, 165.00 feet to the point of beginning, containing 9.00 acres, more or less.



SIDEWALK EXHIBIT B

CONSULTING ENGINEERING
GEOSPATIAL SERVICES

THOUVENOT, WADE & MOERCHEN, INC.

CORPORATE OFFICE
4940 OLD COLLINSVILLE ROAD
SWANSEA, IL 62226
618.624.4488
TWM-INC.COM

L02210048
January 13, 2021
Valmeyer Walking / Bike Trail Easement

Legal Description

Part of Northwest Quarter of Section 1, Township 3 South, Range 11 West of the Third Principal Meridian, County of Monroe, State of Illinois, and being more particularly described as follows:

Beginning at the northeast corner of Lot 16 of The New Valmeyer – Phase 1, reference being had to the plat thereof, recorded in the Monroe County Recorder's Office in Plat Envelope 2-10B, also being the most southerly corner of the Valmeyer Community Unit School District Number 3 tract as recorded in Deed Book 192 on page 261; thence on the southeasterly and southerly lines of said tract, the following two (2) courses and distances; 1.) North 19 degrees 40 minutes 51 seconds East, 713.79 feet; 2.) North 83 degrees 43 minutes 47 seconds East, 375.51 feet; thence South 00 degrees 00 minutes 30 seconds West, parallel to west line of said Section 1, a distance of 10.06 feet; thence 10.00 feet southerly and southeasterly of and parallel with said southerly and southeasterly line of said tract recorded in Deed Book 192 on page 261, the following two (2) courses and distances; 1.) South 83 degrees 43 minutes 47 seconds West, 368.16 feet; 2.) South 19 degrees 40 minutes 51 seconds West, 705.80 feet; thence South 00 degrees 00 minutes 30 seconds West, 10.00 feet easterly of and parallel with said west line of Section 1, a distance of 163.27 feet to the easterly extension of the southerly right of way line of East Hunters Ridge; thence North 89 degrees 59 minutes 30 seconds West, on said easterly extension, 10.00 feet to said west line; thence North 00 degrees 00 minutes 30 seconds East, on said west line, 165.00 feet to the Point of Beginning.

As shown on the Easement Exhibit attached hereto and made a part hereof.

Subject to easements, conditions and restrictions of record.

EASEMENT EXHIBIT

PART OF THE NORTHWEST QUARTER,
SECTION 1, TOWNSHIP 3 SOUTH,
RANGE 11 WEST OF THE 3RD PM,
MONROE COUNTY, IL

EXHIBIT NOTE: THIS IS NOT A PLAT OF SURVEY. THIS EXHIBIT DOES NOT
CONTAIN COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS,
RESTRICTIONS, RIGHTS OF WAY, BUILDING LINES AND OTHER
ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR
COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.



CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS | SWANSEA
WATERLOO
EDWARDSVILLE
PEORIA
MISSOURI | ST. CHARLES
ST. LOUIS
TENNESSEE | NASHVILLE

THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS
62226-2025
TEL (618) 624-4486
WWW.TWM-INC.COM

L02-210048

PROJECT:

VALMEYER BIKE TRAIL
EASEMENT SURVEY

TITLE:

PART OF THE NW 1/4,
SEC 1, T3S, R11W 3RD PM,
MONROE COUNTY, IL

SHEET 1 OF 1

VALMEYER COMMUNITY UNIT
SCHOOL DISTRICT NO. 3
DB. 192, PG. 261
DB. 201, PG. 429

S00°00'30"W
10.06'

N83°43'47"E 375.51'

S83°43'47"W 368.15'

10' WIDE
WALKING/BIKE TRAIL EASEMENT

EAST LINE DOC. ID. 409803

CITY OF WATERLOO
DOC. ID. 409803

BLUFFSIDE
DAIRY FARM, INC.
DB. 123, PG. 73

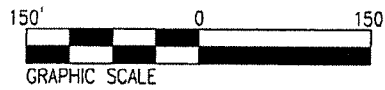
THE NEW VALMEYER -
PHASE 1 PLAT
ENW. 2-108
LOT SCHOOL #1

THE NEW VALMEYER -
PHASE 1 PLAT
ENW. 2-108

N00°00'30"E
165.00'

S00°00'30"W
163.27'

N89°59'30"W 10.00'



LEGEND



EXISTING SECTION LINE
EXISTING LOT LINE
PROPOSED EASEMENT



SCALE: 1" = 150'

WATER SERVICE OPTION AGREEMENT

THIS WATER SERVICE OPTION AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2021, by and between VILLAGE OF VALMEYER, an Illinois municipal corporation ("Purchaser"), and CITY OF WATERLOO, an Illinois municipal corporation ("Provider").

WHEREAS, the Provider plans to construct and operate a water treatment plant for the provision of potable water service for its residents and for other potential customers; and

WHEREAS, Purchaser has heretofore entered into a certain Water Purchase Contract dated December 20, 1994, as last modified by Amended and Restated Water Purchase Contract dated December 1, 2015, whereby Purchaser has agreed to purchase potable treated water exclusively from Fountain Water District, a public water district, for a period ending December 19, 2034 (the "FWD Contract"); and

WHEREAS, Purchaser is currently purchasing potable treated water from Fountain Water District pursuant to the FWD Contract and, absent a change in circumstances relating to such purchase, intends to continue to do so under the terms of the FWD Contract; and

WHEREAS, Purchaser and Provider believe that an agreement whereby Provider would sell potable treated water to Purchaser at some future date would potentially be to the mutual advantage of both parties; however, the parties also recognize that over the period of time ending December 19, 2034, changes in circumstances and unforeseen developments could make such an agreement impractical or oppressive to Purchaser; and

WHEREAS, in consideration of Purchaser having contemporaneously agreed to (a) the sale to Provider of certain real property owned by Purchaser, and (b) the grant to Provider of certain easements, both of which actions were essential to Provider's ability to construct and operate a water treatment plan, Provider has agreed to grant Purchaser a unilateral option to elect at a future date to purchase potable treated water from Provider; and

WHEREAS, the parties have agreed upon the terms and conditions relating to the sale and purchase of potable water service, should Purchaser so elect at a future date, and now wish to reduce their agreement to writing.

NOW, THEREFORE, it is agreed between the parties as follows:

A. Exercise of Option by Purchaser. Purchaser shall have from the Operations Commencement Date (hereinafter defined) until December 31, 2034 in which to exercise the option to purchase water service from Provider (the "Option"). Purchaser shall exercise such option by written notice delivered to Provider. Promptly after the exercise by Purchaser of the Option, the parties shall in good faith prepare and execute a water purchase contract (the "New Contract") containing the terms set forth herein. The term of the New Contract shall extend for a term of forty (40) years from the date that water service is first provided to Purchaser pursuant to such New Contract.

B. Operations Commencement Date. From and after the date of this Agreement, Provider shall exercise reasonable diligence in proceeding with construction of the contemplated water treatment plant. Thirty days prior to the estimated date of completion of the water treatment plant, Provider shall notify Purchaser in writing of the date on which Provider shall commence delivery of potable treated water to residents of the City of Waterloo. The intended date of delivery given by Provider to Purchaser shall be the “Operations Commencement Date.”

C. Terms of New Contract. Upon Purchaser’s written notice to Provider of Purchaser’s exercise of its option to purchase water service, the terms of the New Contract shall be as follows:

1. Quality and Quantity. Provider shall furnish the Purchaser at the point of delivery hereinafter specified, during the term of the New Contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Environmental Protection Agency of the State of Illinois or other appropriate regulatory body or agency, in such quantity as may be required by Purchaser (subject to the limitations stated herein).

- (a) Provider shall furnish, upon request, but not more frequently than on an annual basis, a comprehensive chemical analysis report of the water supplied to the Purchaser. Provider’s responsibility for purity of the water terminates at point of delivery.
- (b) The amount of water to be made available by Provider for sale to Purchaser shall be, after the needs of Waterloo residents are fully met, the total amount required by Purchaser for its own use and for its resale to residential and commercial customers to whom Purchaser now provides, or shall in the future provide, with water service. Purchaser is prohibited from providing water to any entity which provides water for profit to customers. In the event of a shortage of water which precludes Provider from meeting the requirements of Purchaser, the supply of water to Purchaser shall not be reduced or diminished by a greater ratio or proportion than the supply to Provider’s other customers (not including Provider’s residents) is reduced or diminished. For the avoidance of doubt, and notwithstanding the foregoing limitations, Provider shall in good faith use its best efforts to supply the Purchaser with the total amount of water required by Purchaser.

2. Point of Delivery. The water shall be furnished to Purchaser’s distribution system at a point to be agreed upon by the parties at the time of connection. This point of delivery is the “water tap” described in the *Real Estate Purchase and Sale Agreement* dated the same date as this Agreement.

3. Water Supply Line, Meter Vault and Metering Equipment. It shall be the responsibility of the Purchaser to construct and install all water extension lines from Provider’s

distribution system to the point of delivery. Provider shall provide and install a master meter with a bypass and an adequately sized meter vault or pit for the master meter to be installed at the point of delivery. The Provider shall maintain and retain ownership of the meter and all valve controls and other necessary metering appurtenances at the point of delivery. The Provider shall calibrate such metering equipment when requested by the Purchaser, but not more frequently than once every twelve (12) months. The meter will perform within these standards as may from time to time be deemed acceptable by the American Water Works Association. A meter registering not more than two percent (2%) above or below the test results shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the three months previous to such test in accordance with the percentage of inaccuracy found by such test. An appropriate official of the Provider at all reasonable times shall have access to the meters for the purposes of reading the metering equipment for billing purposes.

4. Pressure. The Provider shall furnish water at a pressure and volume sufficient to fill the existing tower of Purchaser. Provider's obligation in regard to pressure does not extend beyond the points of delivery and pressure from the points of delivery then becomes the obligation of Purchaser. Loss of pressure due to required maintenance shall excuse Provider from the provision for such reasonable period of time as may be necessary to such maintenance.

- (a) Under normal circumstances the flow to the Purchaser will be limited to the capacity of a single high service pump. Under abnormal circumstances, such as during a conflagration, there shall be no flow limit to Purchaser and the water flow shall not be restricted in any fashion during an emergency condition.
- (b) Additionally, in the event of an emergency within the Provider's system, Provider shall promptly notify Purchaser by contacting the Village Clerk at 618-935-2131 or any other emergency number as supplied by Purchaser.

5. Water Distribution System. The Purchaser shall be obligated to own and maintain the complete water system, water main and service lines to all users located within its corporate limits. Purchaser agrees that it shall not interconnect the piping or distribution system served by the supply of water from the Provider pursuant hereto to any other source of water or water supply.

6. Rates and Payment. The Purchaser shall pay to Provider not later than twenty-one (21) days after billing for water supplied at the rate hereinafter provided.

- (a) Effective as of the date of the New Contract, the rate for water purchased shall be Provider's actual cost to produce water (the "Base Rate"), plus the surcharge hereinafter specified.
- (b) The Provider's actual cost to produce water ("Base Rate") shall be determined as follows:

- (i) Operation and maintenance expenses, as well as debt service, incurred by Provider for all items other than the production of water shall not be included as a cost to produce water. The Provider's debt service, operation and maintenance expenses incurred in its distribution of water to its own customers shall not be considered eligible expenses.
 - (ii) The items constituting eligible operation and maintenance expenses in regard to the production of water shall include but not be limited to the following: administration, insurance, utilities, chemical treatment, general maintenance, plant equipment, professional fees, materials and supplies, salaries, payroll taxes and employee benefits, security, replacement charges, capital expenditures and construction as they relate to the main physical plant and not the water distribution lines, as well as depreciation, costs incurred in the improvement of water quality reserves and debt service. None of the above expenses shall be eligible if they do not relate to the production of water as opposed to the distribution of water to Provider's own customers. The Provider's expenses incurred in its distribution of water to its own customers shall not be considered eligible expenses under this paragraph. Because capital expenditures are included above as an item utilized in calculating the base rate, debt service shall not include reduction of principal but only the cost of the financing cost of the principal.
 - (iii) The Base Rate for the terms of the New Contract shall apply only to the cost of water production for the amount of water being produced for Purchaser, and not for the total volume of water being produced for other distribution to users within the City of Waterloo or other customers of the Provider's system.
- (d) In addition to the Base Rate, the Provider shall be entitled to the following surcharges during the term of the New Contract:
- (i) During years one (1) through five (5) of the New Contract, no surcharge in addition to the Base Rate.
 - (ii) During years six (6) through ten (10) of the New Contract, a surcharge of 3% of the Base Rate.

- (iii) During years eleven (11) through fifteen (15) of the New Contract, a surcharge of 5% of the Base Rate.
- (iv) During years sixteen (16) through twenty-five (25) of the New Contract, a surcharge of 7% of the Base Rate.
- (v) During years twenty-six (26) through forty (40) of the New Contract, a surcharge of 9% of the Base Rate.

7. Term of Contract. The term of the New Contract shall be for forty (40) years from the date on which Provider first provides water service to Purchaser. In the event that a court of competent jurisdiction should determine that the current statutory limitation of forty (40) years for a municipal water supply contract would commence at a date earlier than the first provision of water service, the parties agree that the term of the New Contract shall be deemed to commence as of such earlier date, and shall be for a term of forty (40) years from such earlier date.

8. Exclusive Supplier. Purchaser shall use Provider as its exclusive supplier of water during the term of this Agreement. However, in the event Provider should at any time be unable to furnish to Purchaser a sufficient supply of treated water to meet all of Purchaser's requirements, or fail to meet purity standards of the Environmental Protection Agency of the State of Illinois or other appropriate agency, Purchaser may, at its option, purchase water from another supplier or obtain another water source to meet any deficiency. The parties agree that Purchaser will not utilize additional suppliers of water which would result in a reduction in levels of water furnished by the Provider.

9. Failure to Deliver. Provider will, at all times, operate and maintain its system in an efficient manner and will take such reasonable action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failure to deliver water shall be remedied with all possible dispatch. Provider shall promptly repair any leaks or other malfunctions in its system which affect or interrupt Purchaser's supply, but Provider shall not be liable for any damages resulting from temporary interruptions of its water supply due to strikes, national emergencies, acts of God or other causes beyond its reasonable control.

10. Successor Obligation. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

11. Severability. In the event any one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision never had been contained herein, unless the elimination of any such provisions renders this Agreement meaningless and impractical, in which event the Agreement shall terminate and be of no further effect.

12. No Vesting of Rights or Title. It is understood and agreed that payments made by the Purchaser to the Provider as provided herein shall not be construed as vesting any right, title or interest in the Provider's water supply system, or in any improvements, enlargements or extensions thereof which hereafter may be construed or financed by the Provider, nor shall the Purchaser have any right to use or transmit water through the lines of Provider. This Agreement shall not vest in the Provider any right to the water system of the Purchaser, nor shall the Provider have any right to use or transmit water through the lines of the Purchaser.

13. Agreement to Negotiate in Good Faith. In the event of an unforeseeable increase in the Purchaser's usage of water (such as a water main break or firefighting emergency), the parties shall negotiate in good faith to obtain a satisfactory agreement regarding fair compensation to Provider for such past or prospective water usage.

D. Authority. Provider and Purchaser each represent and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution, this Agreement shall be binding upon and enforceable by and against each of the parties hereto.

E. Counterparts and Copies. This Agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [.PDF] counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PURCHASER:

VILLAGE OF VALMEYER,
an Illinois municipal corporation

By: _____
Name:
Title:

PROVIDER:

CITY OF WATERLOO,
an Illinois municipal corporation

By: _____
Name:
Title:

RETURN TO:

Myron A. Hanna
Hanna & Volmert, LLC
530 Fullerton Road, Suite A
P.O. Box 464
Belleville, Illinois 62222

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This Memorandum of Right of First Refusal ("Memorandum") is made and entered into as of the ____ day of _____, 2020 by and between the City of Waterloo, Illinois, an Illinois municipal corporation ("Grantor"), and the Village of Valmeyer, Illinois, an Illinois municipal corporation ("Grantee").

The parties hereto entered into that certain Real Estate Purchase and Sale Agreement (the "Agreement") dated _____, 2020, providing for the sale by the Village of Valmeyer, the Grantee herein, to the City of Waterloo, the Grantor herein, of that certain real property more particularly described as follows:

See attached Exhibit A.

("Property"), all subject to the terms and conditions set forth in the Agreement; and

The parties record this Memorandum in order to provide constructive notice of the Agreement and certain terms thereof, specifically the right of first refusal granted by City of Waterloo in favor of Village of Valmeyer, as follows:

1. Right of First Refusal. Grantor agrees that should Grantor receive, at any time within forty (40) years of the date of this Agreement, a bona fide written offer from a third-party to purchase, lease or otherwise take an assignment of all or any portion of the Property, which offer Grantor wishes to accept, Grantor shall provide a copy of such offer to Grantee, and Grantee shall have thirty (30) days after receipt of such notice to elect whether to purchase, lease or otherwise accept such property upon the same terms and conditions as contained in such offer. If Grantee elects to do so, Grantor and Grantee shall promptly enter into a commercially standard purchase and sale (or lease) agreement, utilizing the same terms set forth in the third party offer. If Grantee refuses to enter into such an agreement or fails to respond within the established time period, Grantor may proceed to execute a contract with the third party on substantially the same terms as offered to Grantee, with closing to occur within ninety (90) days from the date Grantee declined to enter into the agreement or failed to respond. If such transaction is not closed within such ninety (90) day period, or the terms of purchase, lease or assignment change in any material aspect, then the sale, lease or assignment of such property shall remain subject to Grantee's right of first refusal in this subparagraph.

2. Term of Right of First Refusal. The term during which the right of first refusal may be exercised by Grantee shall commence on _____, 2020, the date on which the

Agreement is executed, and shall terminate on _____, 2060, the date which is forty (40) years from the Agreement execution date.

3. Short Form. This Memorandum is executed in simplified short form for the convenience of the parties and for the purpose of recording the same, and this Memorandum shall not have the effect of in any way modifying, supplementing or breaching the Agreement or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any inconsistencies between this Memorandum and the Agreement, the provisions in the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

THE CITY OF WATERLOO,
An Illinois municipal corporation

By: _____
Tom Smith, Mayor

ATTEST:

Mechelle Childers, City Clerk

“Grantor”

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Tom Smith, personally known to me to be the Mayor of the CITY OF WATERLOO, Illinois, an Illinois municipal corporation and Mechelle Childers, personally known to me to be the Clerk of said municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk of said municipal corporation, respectively, that they signed and delivered said instrument as Mayor and Clerk of said municipal corporation, pursuant to authority given by the city council of said municipal corporation as their free and voluntary act, and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this ____ day of _____, 2020.

Notary Public

My commission expires:

THE VILLAGE OF VALMEYER,
An Illinois municipal corporation

By: _____
Howard Heavner, Mayor

ATTEST:

Laurie Brown, Village Clerk

“Grantee”

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, _____, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Howard Heavner, personally known to me to be the Mayor of the VILLAGE OF VALMEYER, Illinois, an Illinois municipal corporation and Laurie Brown, personally known to me to be the Clerk of said municipal corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Clerk of said municipal corporation, respectively, that they signed and delivered said instrument as Mayor and Clerk of said municipal corporation, pursuant to authority given by the board of trustees of said municipal corporation as their free and voluntary act, and as the free and voluntary act of said municipal corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, this ____ day of _____, 2020.

Notary Public

My commission expires:

PREPARED BY:

Myron A. Hanna
Hanna & Volmert, LLC
530 Fullerton Road, Suite A
P.O. Box 464
Belleville, Illinois 62222

January 19, 2021

Summary of Purchase Agreement

Real Estate Purchase and Sale Agreement (version 01-13-21)

ATTACHMENTS

Exhibit A-1 (Map of Well Site) WELL SITE ATTACHMENTS

Exhibit A-2 (Survey of Well Site)

Exhibit A-3 (Legal description of Well Site)

Exhibit B-1 (Permanent Utility Easement) UTILITY EASEMENT ATTACHMENTS

Easement Exhibit A (Easements #1 and #2)

Easement Exhibit B (Easement #3)

Exhibit B-2 (Right of Way Survey)

Exhibit C (Sidewalk Easement) SIDEWALK EASEMENT ATTACHMENTS

Sidewalk Exhibit A (Legal Description of Property owned by City of Waterloo)

Sidewalk Exhibit B (Easement Tract Granted by City of Waterloo)

Exhibit A

Waterloo's Well Site

Part of Survey 582, Claim 825 and part of Section 34 and Section 35, Township 2 South, Range 11 West of the Third Principal Meridian, Monroe County, Illinois, further described as follows:

Commencing at the southeast corner of said Section 34; thence North 00 degrees 18 minutes 36 seconds West on the east line of said Section 34, 735.00 feet; thence North 69 degrees 20 minutes 43 seconds West, 1005.57 feet to the northeast corner of Castelli's Lot 2, being the point of beginning; thence South 47 degrees 22 minutes 33 seconds West on the easterly line of said Survey 582, Claim 825, 225.34 feet; thence South 62 degrees 32 minutes 00 seconds West, 337.24 feet; thence South 54 degrees 27 minutes 33 seconds West, 481.18 feet; thence North 38 degrees 50 minutes 02 seconds West, 50.00 feet to the west line of Tax Lot 2B of said Survey 582, Claim 825; thence North 51 degrees 09 minutes 58 seconds East on said west line, 960.00 feet to north corner of said Tax Lot 2B, also being the northeast corner of Tax Lot 2A of said Survey 582, Claim 825; thence North 69 degrees 20 minutes 43 seconds West on the northeasterly line of said Tax Lot 2A, 2305.00 feet to the east right of way line of F.A. Route 182 (Bluff Road); thence North 20 degrees 17 minutes 36 seconds East on said east right of way line, 284.59 feet; thence southeasterly, 602.18 feet on a curve to the left having a radius of 696.20 feet with a chord of South 44 degrees 34 minutes 01 second East, 583.58 feet to a point 40 feet north of the northeasterly line of said Tax Lot 2A; thence South 69 degrees 20 minutes 43 seconds East on a line parallel to and 40 feet north of said northeasterly line, 1776.64 feet to the westerly line of Tax Lot 1B of said Survey 582, Claim 825; thence North 23 degrees 22 minutes 43 seconds East, 713.95 feet to the northwest corner of said Tax Lot 1B; thence North 88 degrees 21 minutes 26 seconds East on the northerly line of said Tax Lot 1B, 1966.50 feet to a corner of said Tax Lot 1B; thence meandering on the following courses: South 61 degrees 26 minutes 00 seconds West, 222.13 feet; South 47 degrees 36 minutes 59 seconds West, 729.86 feet; South 40 degrees 55 minutes 15 seconds West, 377.27 feet; South 88 degrees 51 minutes 20 seconds West, 81.37 feet; North 20 degrees 40 minutes 46 seconds West, 68.61 feet; North 27 degrees 41 minutes 33 seconds West, 210.86 feet; South 86 degrees 46 minutes 38 seconds West, 111.95 feet; South 70 degrees 18 minutes 05 seconds West, 229.26 feet; North 89 degrees 22 minutes 34 seconds West, 74.34 feet; North 45 degrees 28 minutes 31 seconds West, 66.70 feet; North 37 degrees 28 minutes 31 seconds East, 192.95; North 20 degrees 50 minutes 05 seconds East, 223.68 feet; North 83 degrees 25 minutes 17 seconds West, 142.79 feet; South 40 degrees 57 minutes 13 seconds West, 105.19 feet; South 81 degrees 57 minutes 02 seconds West, 211.60 feet; South 43 degrees 34 minutes 22 seconds West, 248.54 feet; South 23 degrees 22 minutes 43 seconds West, 246.41 feet to the point of beginning, containing 27.62 acres, more or less.

Part of Parcels 06-34-400-002 and 06-35-300-002

Prior Deed: Book 94, page 127

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:
February 01, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 21-01 Approving a Local Public
Agency Agreement for Federal Participation between the Illinois Department of
Transportation and the City of Waterloo, IL regarding the Moore Street Phase V
Project.
3. Relief or action to be requested:
Approval.
4. Submittal date: 01/28/21

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. 21-01

A RESOLUTION APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION BETWEEN THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WATERLOO, IL REGARDING THE MOORE STREET PHASE V PROJECT.

WHEREAS, attached is a proposed Local Public Agency Agreement for Federal Participation (agreement) between the City of Waterloo, Illinois and the Illinois Department of Transportation (IDOT) for the Moore Street Phase V Project; and

WHEREAS, said project shall consist of roadway reconstruction and construction of shared use path and all work necessary to complete the project; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign said Agreement.

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

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 1st day of February, 2021.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Mechelle Childers, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Waterloo		Monroe	15-00032-04-PV
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU		EWGCG	6618-19

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Engineering	Job Number	Project Number	Right of Way	Job Number	Project Number
C-98-071-19	HX0K(447)						

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Moore Street	FAU 9315	0.10 miles	From	To
			00.28	00.38

Location Termini

0.1 miles North of Columbia Avenue to South of Columbia Avenue
--

Current Jurisdiction	Existing Structure Number(s)	Add Location
City of Waterloo	N/A	

PROJECT DESCRIPTION

The project consists of roadway reconstruction and construction of shared use path and all work necessary to complete the project.
--

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

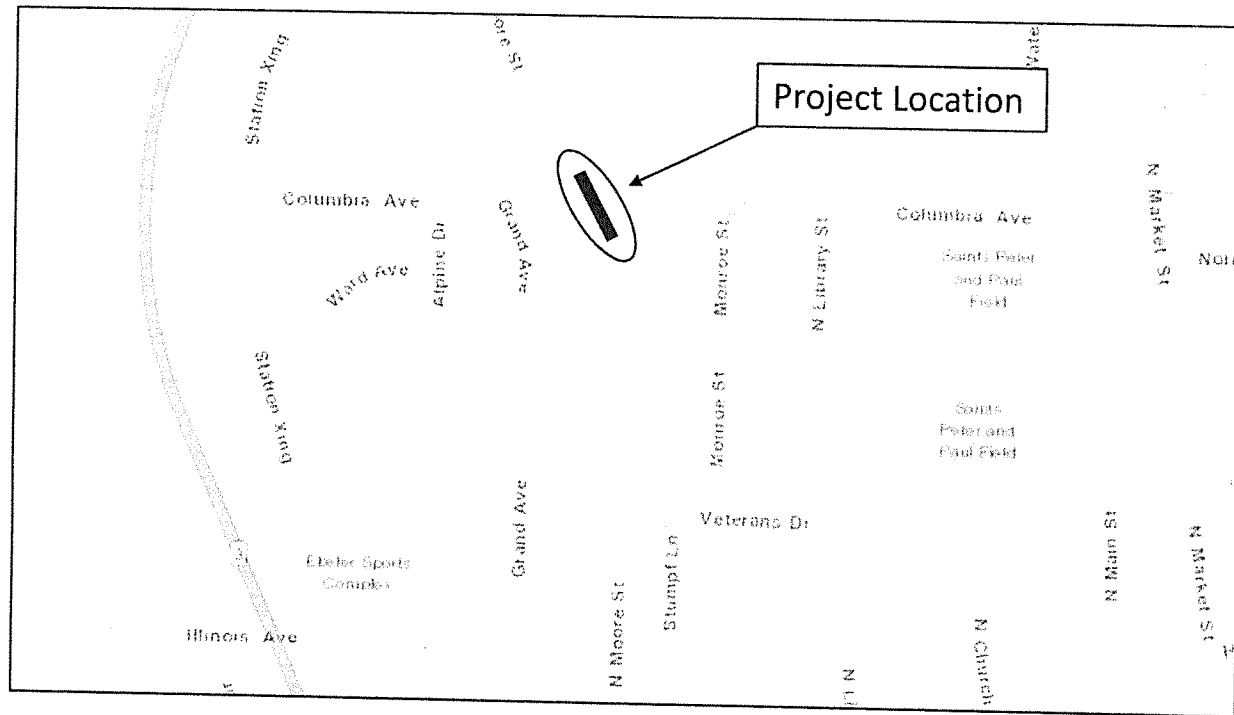
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - LPA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.



Addendum 1 - Location Map
 City of Waterloo
 15-00032-04-PV, C-98-071-19

ADDENDA NUMBER 2

Local Public Agency

City of Waterloo

County

Monroe

Section Number

15-00032-04-PV

Construction

Job Number

C-98-071-19

Project Number

HX0K(447)

Engineering

Job Number

Project Number

Right of Way

Job Number

Project Number

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$487,000.00	*				Local Match	\$978,500.00	BAL	\$1,465,500.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
Total		\$487,000.00		Total			Total		\$978,500.00	\$1,465,500.00
Add										

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*75% STU Funds NTE \$487,000

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

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:
February 01, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 21-02 Approving a Debt Collection
Agreement between the City of Waterloo, IL and Credit Collection Partners – CCP.


3. Relief or action to be requested:
Approval.

4. Submittal date: 01/27/21

Submitted by: _____
Chief of Police, Jeff Prosise

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. 21-02

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEBT COLLECTION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL AND CREDIT COLLECTION PARTNERS – CCP FOR THE COLLECTION OF ORDINANCE VIOLATION FEES.

WHEREAS, attached is a proposed Debt Collection Agreement between the City of Waterloo, IL and Credit Collection Partners - CCP; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL to sign said Agreement for the collection of Ordinance Violation Fees.

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

PASSED by the City Council and approved by the Mayor of the City of Waterloo, IL this 1st day of February, 2021.

APPROVED:

Thomas Smith, Mayor

ATTESTED:

Mechelle Childers, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____



Debt Collection Agreement

Parties:

City of Waterloo, IL ("Client"), with its principal office at 100 W 4th St, Waterloo, IL 62298 and Credit Collection Partners ("CCP"), with its principal office at 905 West Spresser Street, Taylorville, IL 62568.

Recitals:

Whereas, Illinois Statute 65 ILCS 5/1-2-1 allows Client to "retain attorneys and private collection agents for the purpose of collecting any default in payment of any fine or penalty or installment of that fine or penalty. Any fees or costs incurred by the municipality with respect to attorneys or private collection agents retained by the municipal attorney under this Section shall be charged to the offender."

Description of Services:

CCP will provide the following services for Client including but not limited to:

- Letter/Notice mailings
- Inbound/Outbound calling support
- Consumer Skiptracing
- Phone call recording
- Settlement strategy consultation & execution
- Litigation support
- Web Portal access to data, reporting, new account placement, etc.

Compliance:

CCP will comply with all FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), FAIR CREDIT REPORTING ACT (FCRA), and TELEPHONE CONSUMER PROTECTION ACT (TCPA) regulations when performing the above services.

CCP will produce weekly statements that indicate the amount paid for each account as well as the balance remaining where applicable. CCP is licensed by the State of Illinois (License #: 017000262) and will obtain sufficient additional licensing/credentialing as needed prior to pursuing certain recovery efforts.

Client's data will be stored safely and securely at the datacenters Amazon Web Services (<https://aws.amazon.com>) via our software partner, Interprose Inc. (www.interprose.com). Interprose is SAS70 compliant, SSAE-16 compliant, HIPAA, and PCI-DSS compliant. Client's data is backed-up in real-time to ensure business continuity in the event of a disaster.

Client acknowledgements:

Client acknowledges that account information such as balance and phone number data is valid, accurate, and enforceable at the time of account turnover. Client acknowledges that they have evidence of binding debt contracts with those customers turned over to CCP. Client acknowledges that those accounts turned over to CCP are not actively disputed by the consumer. Client will allow CCP to endorse check payments written to Client but received by CCP.

Compensation and Fees:

CCP will charge Client a fee ("Fee") on all monies collected. This Fee will equal 30% of the amount placed for collection and will be added to the principal balance of each account submitted to CCP.

CCP will submit collected funds to Client alongside the monetary remittance for Monroe County. Monroe County Circuit Clerk's office will then disperse funds to Client.

All accounts that have paid Client directly after being turned over to CCP are subject to the collection Fee as CCP collection efforts have likely been performed. Client is responsible for promptly notifying CCP of these "direct payments" either via email, by phone, or by client portal (preferred). Client also agrees to remit a check to CCP on a monthly basis for all "direct payment" activity *if after* receiving the monthly settlement statement indicating that payment is due.

Client is exempt from all expenses incurred by CCP during the debt recovery process including but not limited to postage, telephony, skip tracing, technology, & legal fees.

Indemnification:

CCP shall indemnify and hold Client harmless from liability resulting from the negligent acts or omissions of CCP, its agents or employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, that CCP shall not hold Client harmless from claims arising out of the negligence or willful malfeasance of Client, its officers, agents, or employees, or any person or entity not subject to CCP's supervision or control.

Client shall indemnify and hold CCP and employees harmless from any liability or loss resulting from judgments or claims against them arising from activities originating from Client, its subsidiaries, and/or employees.

Term:

This contract will be for a period of 1 (one) year commencing on the effective date. The contract will automatically renew for successive 1 (one) year periods. Either party may terminate this contract for any reason so long as it is done in writing. Either party may terminate this contract for any reason with 60 days written notice. Either party can renegotiate the terms of the contact at the renewal date.

Waterloo, IL

Credit Collection Partners

Name (Printed):

Name (Printed):

Title:

Title:

Signature:

Signature:

Phone #:

618-939-

Phone #:

Email:

Email:

Date (effective):

Date:

Agenda Item No. 12A

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:
February 01, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Warrant No. 598.

3. Relief or action to be requested:
Approval.

4. Submittal date: 01/28/21

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

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

DATE: 01/31/21

C L A I M S H E E T
Sunday January 31, 2021

[NCS]

PAGE 1

WARRANT #598

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

01 GENERAL FUND

LEGISLATIVE

EL075	ELAN FINANCIAL SERVICES	01-12	43.00
GI402	GILLAN GRAPHICS	01-12	61.00
KA020	K & D PRINTING	01-12	557.00
LA700	LAUX GRAFIX INC	01-12	36.00
SC170	SCHIEFFEL BOYLE	01-12	21,500.00
VE360	VERVOCITY INTERACTIVE	01-12	139.00
WA300	WAL-MART STORE	01-12	24.88

**TOTAL LEGISLATIVE			22,360.88
---------------------	--	--	-----------

FINANCE

AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-13	39.82
AM500	AMERICOM IMAGING SYSTEMS, INC.	01-13	63.05
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-13	61.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-13	9,350.08
CO025	COAST TO COAST EQUIP & SUPPLIES	01-13	96.99
DA040	D AND D DISTRIBUTING SERVICES, IN	01-13	22.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-13	676.83
FI100	FIDELITY SECURITY LIFE INSURANCE	01-13	90.62
HA390	HARRISONVILLE TELEPHONE	01-13	1,279.74
LA040	LABOR LAW CENTER, INC.	01-13	41.93
LA088	LANDIS+GYR TECHNOLOGY, INC.	01-13	381.79
LO250	LOCIS	01-13	62.01
ME210	MEI-SHRM	01-13	100.00
PA405	PARAGON MICRO INC.	01-13	204.99
RE440	REJIS COMMISSION	01-13	442.38
RO400	ROTOLITE OF ST LOUIS INC	01-13	58.26
ST120	STAPLES BUSINESS ADVANTAGE	01-13	11.96
WA300	WAL-MART STORE	01-13	3.39

**TOTAL FINANCE			12,987.44
-----------------	--	--	-----------

BUILDING

CI250	CITY OF WATERLOO	01-14	5,941.46
EL360	ELECTRO DOOR SYSTEMS, INC.	01-14	446.00
KO470	KONE INC.	01-14	295.52
ST120	STAPLES BUSINESS ADVANTAGE	01-14	75.76
TE175	TECH ELECTRONICS	01-14	729.63

**TOTAL BUILDING			7,488.37
------------------	--	--	----------

LEGAL

HA900	HAYES, DANIEL J.	01-15	5,662.50
-------	------------------	-------	----------

**TOTAL LEGAL			5,662.50
---------------	--	--	----------

ZONING/BUILDING INSPECTOR

AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-16	14.18
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-16	14.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-16	4,154.20
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-16	227.37
EN880	ENVIRONMENTAL SYSTEMS RESEARCH IN	01-16	1,200.00
FI100	FIDELITY SECURITY LIFE INSURANCE	01-16	28.26
HE320	HENRY, MEISENHEIMER & GENDE, INC.	01-16	2,828.59
WE300	WEIR CHEVROLET	01-16	53.59

**TOTAL ZONING/BUILDING INSPECTOR			8,520.19
-----------------------------------	--	--	----------

RECORDS

AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-18	7.09
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-18	7.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-18	1,111.68
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-18	76.67
FI100	FIDELITY SECURITY LIFE INSURANCE	01-18	9.13
RE410	REPUBLIC TIMES LLC	01-18	88.40

**TOTAL RECORDS			1,299.97
-----------------	--	--	----------

VENDOR #	NAME	DEPT.	AMOUNT
=====			
01	GENERAL FUND		
	RECORDS		
	POLICE		
AL024	ALLIED 100	01-21	920.00
AL125	AL'S AUTOMOTIVE SUPPLY INC.	01-21	36.00-
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-21	132.35
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-21	126.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-21	29,129.85
CH308	CHAMPION DRY CLEANERS INC.	01-21	533.75
DA040	D AND D DISTRIBUTING SERVICES, IN	01-21	60.50
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-21	1,522.98
EL075	ELAN FINANCIAL SERVICES	01-21	2,582.07
FI100	FIDELITY SECURITY LIFE INSURANCE	01-21	207.15
HA390	HARRISONVILLE TELEPHONE	01-21	234.66-
HE405	HEROS IN STYLE	01-21	797.15
KA020	K & D PRINTING	01-21	604.00
LE290	LEGAL & LIABILITY RISK MGMT INSTI	01-21	295.00
LE800	LEXIPOL, LLC	01-21	3,306.00
MO425	MONROE COUNTY ELECTRIC COMPANY	01-21	46.59
MO440	MONROE COUNTY FOP LODGE #145	01-21	304.66
MO460	MONROE COUNTY GENERAL FUND	01-21	18,333.34
MO755	MOTOROLA SOLUTIONS, INC.	01-21	936.00
OH200	RAY O'HERRON COMPANY	01-21	254.40
PO618	POTTER, ANDREW	01-21	2,734.73
RE345	RCCEEG	01-21	1,800.00
RE440	REJIS COMMISSION	01-21	715.09
SN200	SNAP-ON	01-21	81.89
ST120	STAPLES BUSINESS ADVANTAGE	01-21	94.63
ST259	STATEWIDE TIRE OF ST. LOUIS, INC.	01-21	762.08
SU600	SURE SHINE AUTO WASH	01-21	38.96
	**TOTAL POLICE		66,048.51
	EMERGENCY MANAGEMENT AGENCY		
FE210	FEDERAL SIGNAL CORPORATION	01-23	17,107.88
	**TOTAL EMERGENCY MANAGEMENT AGENCY		17,107.88
	SOCIAL SERVICES		
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-34	7.09
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-34	7.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-34	2,077.10
CI350	CITY OF WATERLOO - ELECTRIC FUND	01-34	5,000.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-34	123.25
DE650	DEUTCH, SARAH	01-34	12.32
FI100	FIDELITY SECURITY LIFE INSURANCE	01-34	14.13
HO510	HORNER SHIFRIN	01-34	70.00
HU235	HUMAN SUPPORT SERVICE	01-34	362.16
MO425	MONROE COUNTY ELECTRIC COMPANY	01-34	760.39
RE450	RELIABLE SANITATION	01-34	72,726.47
WA300	WAL-MART STORE	01-34	13.88
	**TOTAL SOCIAL SERVICES		81,173.79
	STREETS & ALLEYS		
AL125	AL'S AUTOMOTIVE SUPPLY INC.	01-41	187.88
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-41	35.45
BA129	BARCO MUNICIPAL PRODUCTS INC	01-41	261.67
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-41	28.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-41	6,932.08
CI250	CITY OF WATERLOO	01-41	2,334.56
CL200	CLEAN UNIFORM SERVICES	01-41	40.80
CO250	COLUMBIA QUARRY	01-41	419.91
DA040	D AND D DISTRIBUTING SERVICES, IN	01-41	3.30
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-41	334.06
DU700	DUTCH HOLLOW JANITORIAL SUPPLIES,	01-41	190.00
FA150	FABICK TRACTOR	01-41	263.71
FI100	FIDELITY SECURITY LIFE INSURANCE	01-41	61.13
HA390	HARRISONVILLE TELEPHONE	01-41	42.06

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

C L A I M S H E E T

[NCS]

DATE: 01/31/21

Sunday January 31, 2021

PAGE 3

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

01 GENERAL FUND

STREETS & ALLEYS

HE240	HENKE EXCAVATING, INC.	01-41	3,640.59
HE320	HENRY, MEISENHEIMER & GENDE, INC.	01-41	31,685.00
HE403	HERMANN, THOMAS	01-41	117.00
IL825	ILLINOIS MUNICIPAL UTILITIES	01-41	100.00
IN458	INTERSTATE BILLING SERVICE, INC.	01-41	1,970.00
IR300	IRON CRAFTERS INC	01-41	899.80
JO200	JOHN DEERE FINANCIAL	01-41	170.48
MA750	MAURER, ERIC	01-41	250.00
MO475	MONROE COUNTY HIGHWAY DEPARTMENT	01-41	6,171.68
MO755	MOTOROLA SOLUTIONS, INC.	01-41	9.00
NA100	NABERS SHOP	01-41	201.60
SN200	SNAP-ON	01-41	95.64
ST304	ST. LOUIS SAFETY, INC.	01-41	906.84
TE350	TERMINAL SUPPLY COMPANY	01-41	182.80
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	01-41	374.40
VE310	VERNIER SALES & SERVICE	01-41	107.50
WA430	WARNER COMMUNICATIONS CORP.	01-41	20.83
WA850	WATERLOO LUMBER COMPANY	01-41	164.95

**TOTAL STREETS & ALLEYS	58,202.72
--------------------------	-----------

01 GENERAL FUND

GRAND TOTAL 280,852.25

SYS DATE:01/28/21

CITY OF WATERLOO
C L A I M S H E E T
Sunday January 31, 2021

SYS TIME:12:03

[NCS]

DATE: 01/31/21

PAGE 4

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

51 WATER FUND

WATER ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	51-11	12.64
AM500	AMERICOM IMAGING SYSTEMS, INC.	51-11	63.05
BE115	BENEFIT PLANNING CONSULTANTS, INC	51-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	51-11	2,427.22
CO025	COAST TO COAST EQUIP & SUPPLIES	51-11	96.99
DE490	DELTA DENTAL OF ILLINOIS - RISK	51-11	122.03
EN880	ENVIRONMENTAL SYSTEMS RESEARCH IN	51-11	437.50
FI100	FIDELITY SECURITY LIFE INSURANCE	51-11	15.95
LA040	LABOR LAW CENTER, INC.	51-11	41.93
LA088	LANDIS+GYR TECHNOLOGY, INC.	51-11	381.79
LO250	LOCIS	51-11	62.02
PA405	PARAGON MICRO INC.	51-11	204.99
RE440	REJIS COMMISSION	51-11	442.38
RO400	ROTOLITE OF ST LOUIS INC	51-11	58.26
ST120	STAPLES BUSINESS ADVANTAGE	51-11	11.96
WA300	WAL-MART STORE	51-11	3.39

**TOTAL WATER ADMINISTRATION 4,394.70

WATER DISTRIBUTION

AL125	AL'S AUTOMOTIVE SUPPLY INC.	51-48	36.75
AM005	AMALGAMATED LIFE INSURANCE COMPAN	51-48	13.59
BE115	BENEFIT PLANNING CONSULTANTS, INC	51-48	14.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	51-48	2,777.87
BU550	BUTLER SUPPLY COMPANY	51-48	127.56
CI250	CITY OF WATERLOO	51-48	1,251.28
CO600	CORE & MAIN	51-48	1,490.53
DA040	D AND D DISTRIBUTING SERVICES, IN	51-48	3.30
DE490	DELTA DENTAL OF ILLINOIS - RISK	51-48	154.01
FI100	FIDELITY SECURITY LIFE INSURANCE	51-48	18.94
FL250	FLETCHER-REINHARDT COMPANY	51-48	36,995.00
GA852	GATEWAY OCCUPATIONAL HEALTH	51-48	51.00
HA390	HARRISONVILLE TELEPHONE	51-48	124.90
HA740	HAWKINS, INC	51-48	545.13
HE320	HENRY, MEISENHEIMER & GENDE, INC.	51-48	16,600.00
IL825	ILLINOIS MUNICIPAL UTILITIES	51-48	100.00
JO200	JOHN DEERE FINANCIAL	51-48	31.99
JU300	J.U.L.I.E. CORPORATION	51-48	1,652.94
KR210	KREBEL PLUMBING	51-48	995.91
MO755	MOTOROLA SOLUTIONS, INC.	51-48	9.00
RP300	R.P. LUMBER COMPANY	51-48	114.99
SE210	SECOND SIGHT SYSTEMS	51-48	16,595.00
SN200	SNAP-ON	51-48	81.89
TE240	TEKLAB, INC	51-48	163.90
TE350	TERMINAL SUPPLY COMPANY	51-48	182.79
US150	USA BLUE BOOK	51-48	95.34
WA430	WARNER COMMUNICATIONS CORP.	51-48	20.83

**TOTAL WATER DISTRIBUTION 80,248.44

51 WATER FUND

GRAND TOTAL 84,643.14

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

C L A I M S H E E T

[NCS]

DATE: 01/31/21

Sunday January 31,2021

PAGE 5

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

52 SEWER FUND

SEWER ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	52-11	12.65
AM500	AMERICOM IMAGING SYSTEMS, INC.	52-11	63.05
BE115	BENEFIT PLANNING CONSULTANTS, INC	52-11	12.60
BH200	BHMG SERVICE CORPORATION	52-11	1,802.96
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	52-11	2,427.21
CO025	COAST TO COAST EQUIP & SUPPLIES	52-11	96.99
DE490	DELTA DENTAL OF ILLINOIS - RISK	52-11	122.02
EN880	ENVIRONMENTAL SYSTEMS RESEARCH IN	52-11	437.50
FI100	FIDELITY SECURITY LIFE INSURANCE	52-11	15.94
LA040	LABOR LAW CENTER, INC.	52-11	41.93
LA088	LANDIS+GYR TECHNOLOGY, INC.	52-11	381.79
LO250	LOCIS	52-11	62.02
PA405	PARAGON MICRO INC.	52-11	204.99
RE440	REJIS COMMISSION	52-11	442.38
RO400	ROTOLITE OF ST LOUIS INC	52-11	58.26
ST120	STAPLES BUSINESS ADVANTAGE	52-11	40.43
TE240	TEKLAB, INC	52-11	788.50
TE425	TESTING ANALYSIS CONTROL	52-11	864.00
WA300	WAL-MART STORE	52-11	3.40

**TOTAL SEWER ADMINISTRATION 7,878.62

SEWER TREATMENT PLANT

AM005	AMALGAMATED LIFE INSURANCE COMPAN	52-43	20.68
BE115	BENEFIT PLANNING CONSULTANTS, INC	52-43	21.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	52-43	4,854.97
CI250	CITY OF WATERLOO	52-43	15,813.18
DA040	D AND D DISTRIBUTING SERVICES, IN	52-43	3.30
DE490	DELTA DENTAL OF ILLINOIS - RISK	52-43	244.65
FI100	FIDELITY SECURITY LIFE INSURANCE	52-43	33.07
HA390	HARRISONVILLE TELEPHONE	52-43	168.45
IL825	ILLINOIS MUNICIPAL UTILITIES	52-43	100.00
MO755	MOTOROLA SOLUTIONS, INC.	52-43	9.00
WA430	WARNER COMMUNICATIONS CORP.	52-43	20.83
WA850	WATERLOO LUMBER COMPANY	52-43	53.10

**TOTAL SEWER TREATMENT PLANT 21,342.23

SEWER SANITATION SYSTEM

AL125	AL'S AUTOMOTIVE SUPPLY INC.	52-44	36.74
CI250	CITY OF WATERLOO	52-44	6,475.72
CU630	CULY CONTRACTING	52-44	14,836.50
EQ700	EQUIPMENT PRO INC.	52-44	13,412.43
EX200	EXCELSIOR BLOWER SYSTEMS, INC.	52-44	404.65
JO200	JOHN DEERE FINANCIAL	52-44	53.37
MO425	MONROE COUNTY ELECTRIC COMPANY	52-44	56.78
SN200	SNAP-ON	52-44	81.88
TE350	TERMINAL SUPPLY COMPANY	52-44	182.79
WA300	WAL-MART STORE	52-44	69.53

**TOTAL SEWER SANITATION SYSTEM 35,610.39

52 SEWER FUND

GRAND TOTAL 64,831.24

VENDOR #	NAME	DEPT.	AMOUNT
=====			
53 ELECTRIC FUND			
ELECTRIC ADMINISTRATION			
AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-11	12.65
AM500	AMERICOM IMAGING SYSTEMS, INC.	53-11	63.05
BA150	BARNES, HENRY, MEISENHEIMER & GEN	53-11N.	1,899.84
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	53-11	2,427.22
CO025	COAST TO COAST EQUIP & SUPPLIES	53-11	97.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-11	122.02
EN880	ENVIRONMENTAL SYSTEMS RESEARCH IN	53-11	437.50
FI100	FIDELITY SECURITY LIFE INSURANCE	53-11	15.94
LA040	LABOR LAW CENTER, INC.	53-11	41.93
LA088	LANDIS+GYR TECHNOLOGY, INC.	53-11	381.79
LO250	LOCIS	53-11	62.02
PA405	PARAGON MICRO INC.	53-11	204.99
RE440	REJIS COMMISSION	53-11	442.38
RO400	ROTOLITE OF ST LOUIS INC	53-11	58.26
ST120	STAPLES BUSINESS ADVANTAGE	53-11	11.96
WA300	WAL-MART STORE	53-11	3.40
**TOTAL ELECTRIC ADMINISTRATION			6,294.55
ELECTRIC PRODUCTION			
AL125	AL'S AUTOMOTIVE SUPPLY INC.	53-47	38.34
AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-47	21.27
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-47	21.00
BI020	BI-STATE COMPRESSOR	53-47	241.65
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	53-47	5,624.09
CI250	CITY OF WATERLOO	53-47	7,676.55
CL200	CLEAN UNIFORM SERVICES	53-47	324.52
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-47	244.65
EL075	ELAN FINANCIAL SERVICES	53-47	274.15
EL360	ELECTRO DOOR SYSTEMS, INC.	53-47	1,993.80
FI100	FIDELITY SECURITY LIFE INSURANCE	53-47	37.39
FO800	FOSTER, JOHN HENRY	53-47	252.95
HA390	HARRISONVILLE TELEPHONE	53-47	88.17
IL825	ILLINOIS MUNICIPAL UTILITIES	53-47	100.00
JO200	JOHN DEERE FINANCIAL	53-47	18.54
MC600	MCMASTER-CARR SUPPLY CO	53-47	111.70
MO755	MOTOROLA SOLUTIONS, INC.	53-47	9.00
PO820	POWER SUPPLY INDUSTRIES, INC.	53-47	193.06
RM600	R & M OIL COMPANY	53-47	2,316.50
VA330	VALTEC HYDRAULICS INC.	53-47	5.58
WA430	WARNER COMMUNICATIONS CORP.	53-47	20.83
WA850	WATERLOO LUMBER COMPANY	53-47	35.97
**TOTAL ELECTRIC PRODUCTION			19,649.71
ELECTRIC DISTRIBUTION			
AL125	AL'S AUTOMOTIVE SUPPLY INC.	53-48	98.50
AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-48	49.63
AN130	ANIXTER INC.	53-48	421.30
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-48	49.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	53-48	11,341.75
BR240	BROWNSTOWN ELECTRIC SUPPLY	53-48	5,055.31
BU550	BUTLER SUPPLY COMPANY	53-48	508.46
CI250	CITY OF WATERLOO	53-48	1,844.57
DA040	D AND D DISTRIBUTING SERVICES, IN	53-48	3.30
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-48	601.65
FA150	FABICK TRACTOR	53-48	165.26
FI100	FIDELITY SECURITY LIFE INSURANCE	53-48	74.39
FL250	FLETCHER-REINHARDT COMPANY	53-48	4,517.10
HA390	HARRISONVILLE TELEPHONE	53-48	41.91
IL825	ILLINOIS MUNICIPAL UTILITIES	53-48	100.00
JO200	JOHN DEERE FINANCIAL	53-48	12.95
JU300	J.U.L.I.E. CORPORATION	53-48	1,652.94
MO425	MONROE COUNTY ELECTRIC COMPANY	53-48	690.02
MO755	MOTOROLA SOLUTIONS, INC.	53-48	9.00
OR200	O'REILLY AUTOMOTIVE, INC.	53-48	27.99

SYS DATE:01/28/21

CITY OF WATERLOO
C L A I M S H E E T
Sunday January 31,2021

SYS TIME:12:03

[NCS]

DATE: 01/31/21

PAGE 7

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

53 ELECTRIC FUND

ELECTRIC DISTRIBUTION

RE450	RELIABLE SANITATION	53-48	285.00
SN200	SNAP-ON	53-48	95.64
TE350	TERMINAL SUPPLY COMPANY	53-48	182.80
WA430	WARNER COMMUNICATIONS CORP.	53-48	20.84
WE675	WETZEL, RONALD R.	53-48	128.00

**TOTAL ELECTRIC DISTRIBUTION			27,977.31
-------------------------------	--	--	-----------

53 ELECTRIC FUND

GRAND TOTAL 53,921.57

SYS DATE:01/28/21

CITY OF WATERLOO
C L A I M S H E E T
Sunday January 31,2021

SYS TIME:12:03

[NCS]

DATE: 01/31/21

PAGE 8

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

54 GAS FUND

GAS ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	54-11	12.64
AM500	AMERICOM IMAGING SYSTEMS, INC.	54-11	63.05
BE115	BENEFIT PLANNING CONSULTANTS, INC	54-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	54-11	2,427.22
CO025	COAST TO COAST EQUIP & SUPPLIES	54-11	97.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	54-11	122.02
EN880	ENVIRONMENTAL SYSTEMS RESEARCH IN	54-11	437.50
FI100	FIDELITY SECURITY LIFE INSURANCE	54-11	15.94
GA800	GAS UTILITIES ALLIANCE	54-11	16,188.90
LA040	LABOR LAW CENTER, INC.	54-11	41.93
LA088	LANDIS+GYR TECHNOLOGY, INC.	54-11	381.80
LO250	LOCIS	54-11	62.02
PA405	PARAGON MICRO INC.	54-11	204.99
RE440	REJIS COMMISSION	54-11	442.38
RO400	ROTOLITE OF ST LOUIS INC	54-11	58.26
ST120	STAPLES BUSINESS ADVANTAGE	54-11	133.20
UT300	UTILITY SAFETY & DESIGN	54-11	9,596.40
WA300	WAL-MART STORE	54-11	3.40

**TOTAL GAS ADMINISTRATION

30,301.25

GAS DISTRIBUTION

AL125	AL'S AUTOMOTIVE SUPPLY INC.	54-48	233.04
AM005	AMALGAMATED LIFE INSURANCE COMPAN	54-48	34.86
AU083	AUTO DESIGNS BY SEBASTIAN INC.	54-48	905.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	54-48	35.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	54-48	8,401.96
BU550	BUTLER SUPPLY COMPANY	54-48	457.32
CI250	CITY OF WATERLOO	54-48	1,563.91
DA040	D AND D DISTRIBUTING SERVICES, IN	54-48	3.30
DE490	DELTA DENTAL OF ILLINOIS - RISK	54-48	451.80
FI100	FIDELITY SECURITY LIFE INSURANCE	54-48	56.33
HA390	HARRISONVILLE TELEPHONE	54-48	165.04
IL825	ILLINOIS MUNICIPAL UTILITIES	54-48	100.00
IN458	INTERSTATE BILLING SERVICE, INC.	54-48	359.41
JO200	JOHN DEERE FINANCIAL	54-48	181.28
JU300	J.U.L.I.E. CORPORATION	54-48	1,652.94
KG300	KGM	54-48	1,203.48
MO755	MOTOROLA SOLUTIONS, INC.	54-48	9.00
NE255	NELSON TECHNOLOGIES, INC.	54-48	3,246.81
NO455	NORTHERN SAFETY CO., INC.	54-48	33.70
SN200	SNAP-ON	54-48	81.89
ST259	STATEWIDE TIRE OF ST. LOUIS, INC.	54-48	690.00
SU550	SUPERIOR INDUSTRIAL SUPPLY	54-48	134.88
TE350	TERMINAL SUPPLY COMPANY	54-48	182.80
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	54-48	546.80
UP805	UPS STORE	54-48	118.31
UT300	UTILITY SAFETY & DESIGN	54-48	1,790.92
VE300	VERMEER MIDWEST	54-48	513.80
WA300	WAL-MART STORE	54-48	268.38
WA430	WARNER COMMUNICATIONS CORP.	54-48	20.84
WA850	WATERLOO LUMBER COMPANY	54-48	68.92

**TOTAL GAS DISTRIBUTION

23,511.72

54 GAS FUND

GRAND TOTAL 53,812.97

GRAND TOTAL FOR ALL FUNDS:

538,061.17

TOTAL FOR REGULAR CHECKS:

538,061.17

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

C L A I M S H E E T

[NCS]

DATE: 01/31/21

Sunday January 31,2021

PAGE 9

WARRANT#598 INTERIM CHECKS

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

01 GENERAL FUND

MO650	MORRISON-TALBOTT LIBRARY	01-00	21,016.38
PO350	POLICE PENSION FUND	01-00	15,759.17
WA450	WATERLOO MUNICIPAL BAND	01-00	1,044.52

**TOTAL			37,820.07
---------	--	--	-----------

LEGISLATIVE

AT070	AT&T MOBILITY	01-12	289.60
MI100	MISCELLANEOUS	01-12	100.00

**TOTAL LEGISLATIVE			389.60
---------------------	--	--	--------

FINANCE

AT070	AT&T MOBILITY	01-13	165.24
GR390	GREAT AMERICA LEASING CORPORATION	01-13	25.00
KA415	KASKASKIA-CAHOKIA TRAIL COALITION	01-13	250.00

**TOTAL FINANCE			440.24
-----------------	--	--	--------

BUILDING

RA120	RAMONA CLEANING SERVICE INC.	01-14	1,726.14
-------	------------------------------	-------	----------

**TOTAL BUILDING			1,726.14
------------------	--	--	----------

ZONING/BUILDING INSPECTOR

AT070	AT&T MOBILITY	01-16	92.12
FU200	FUELMAN	01-16	86.25

**TOTAL ZONING/BUILDING INSPECTOR			178.37
-----------------------------------	--	--	--------

POLICE

AT070	AT&T MOBILITY	01-21	359.27
BU200	BUCHHEIT'S	01-21	539.99
FU200	FUELMAN	01-21	2,232.50
MA375	MAJOR CASE SQUAD OF GREATER ST LOU	01-21	150.00

**TOTAL POLICE			3,281.76
----------------	--	--	----------

EMERGENCY MANAGEMENT AGENCY

AT070	AT&T MOBILITY	01-23	18.00
-------	---------------	-------	-------

**TOTAL EMERGENCY MANAGEMENT AGENCY			18.00
-------------------------------------	--	--	-------

SOCIAL SERVICES

AT070	AT&T MOBILITY	01-34	73.12
-------	---------------	-------	-------

**TOTAL SOCIAL SERVICES			73.12
-------------------------	--	--	-------

STREETS & ALLEYS

AT070	AT&T MOBILITY	01-41	80.65
FU200	FUELMAN	01-41	1,117.54
SU335	SUNSET FORD-MERCURY	01-41	1,000.00

**TOTAL STREETS & ALLEYS			2,198.19
--------------------------	--	--	----------

01 GENERAL FUND

GRAND TOTAL 46,125.49

\$50.00 St Mary's Catholic Church
 Memorial-Sharon Kay Wylder
 Heather Garcia's mother
 \$50.00 House of Neighborly Service
 Memorial-Virginia Mae Pace
 Kelli Pace-mother in law

SYS DATE:01/28/21

CITY OF WATERLOO
C L A I M S H E E T
Sunday January 31,2021

SYS TIME:12:03

[NCS]

DATE: 01/31/21

PAGE 10

=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

=====

36 UTILITY DEPOSIT FUND

ZZ100	CITY OF WATERLOO	36-00	15,900.00
-------	------------------	-------	-----------

	**TOTAL		15,900.00
--	---------	--	-----------

36 UTILITY DEPOSIT FUND	GRAND TOTAL	15,900.00
-------------------------	-------------	-----------

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

C L A I M S H E E T

[NCS]

DATE: 01/31/21

Sunday January 31,2021

PAGE 11

=====

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

=====

=====

51 WATER FUND

WATER ADMINISTRATION

GR390 GREAT AMERICA LEASING CORPORATION 51-11 25.00

**TOTAL WATER ADMINISTRATION 25.00

WATER DISTRIBUTION

AT070 AT&T MOBILITY 51-48 58.79

FU200 FUELMAN 51-48 182.27

IL250 ILLINOIS AMERICAN WATER COMPANY 51-48 83,552.73

**TOTAL WATER DISTRIBUTION 83,793.79

51 WATER FUND GRAND TOTAL 83,818.79

SYS TIME:12:03
[NCS]
PAGE 12

PAGE 12

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

	SEWER ADMINISTRATION	
GR390	GREAT AMERICA LEASING CORPORATION	25.00
	**TOTAL SEWER ADMINISTRATION	25.00
	SEWER TREATMENT PLANT	
AT070	AT&T MOBILITY	76.86
	**TOTAL SEWER TREATMENT PLANT	76.86
	SEWER SANITATION SYSTEM	
FU200	FUELMAN	296.79
	**TOTAL SEWER SANITATION SYSTEM	296.79
	52 SEWER FUND	GRAND TOTAL
		398.65

SYS TIME:12:03
[NCS]
PAGE 13

Sunday January 31, 2021

[NCS]
PAGE 13

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

53 ELECTRIC FUND

	ELECTRIC DISTRIBUTION	
AT070	AT&T MOBILITY	53-48 122.79
FU200	FUELMAN	53-48 868.71
IL590	ILLINOIS MUNICIPAL ELECTRIC AGENC	53-48 538,725.79
	**TOTAL ELECTRIC DISTRIBUTION	539,717.29

53 ELECTRIC FUND	GRAND TOTAL	539,905.59
------------------	-------------	------------

SYS TIME:12:03
[NCS]
PAGE 14

Sunday January 31, 2021

PAGE 14

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

	GAS ADMINISTRATION	
GR390	GREAT AMERICA LEASING CORPORATION054-11	25.00

	**TOTAL GAS ADMINISTRATION	25.00

GAS DISTRIBUTION			
AT070	AT&T MOBILITY	54-48	58.79
FU200	FUELMAN	54-48	701.54
SY300	SYMMETRY ENERGY SOLUTIONS, LLC	54-48	150,500.15
**TOTAL GAS DISTRIBUTION			<u>151,260.48</u>

54 GAS FUND	GRAND TOTAL	151,285.48
-------------	-------------	------------

SYS DATE:01/28/21

CITY OF WATERLOO

SYS TIME:12:03

C L A I M S H E E T

[NCS]

DATE: 01/31/21

Sunday January 31, 2021

PAGE 15

=====

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR)

=====

VENDOR #	NAME	DEPT.	AMOUNT
----------	------	-------	--------

=====

72 POLICE PENSION FUND

CR120	THE CRANE AGENCY	72-00	3,159.00
DI440	DINKELMAN, STEPHEN	72-00	125.00
LO250	LOCIS	72-00	150.00
SC170	SCHEFFEL BOYLE	72-00	5,150.00
SC380	SCHROEDER, GARY	72-00	125.00
ST150	STATE BANK OF WATERLOO	72-00	30.00

**TOTAL			8,739.00
---------	--	--	----------

72 POLICE PENSION FUND	GRAND TOTAL	8,739.00
------------------------	-------------	----------

GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS: 846,173.00

GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL 1,384,234.17

GROSS PAYROLL
January-21

<u>FINANCE</u>	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>
BIRK	\$10,933.88	\$0.00	\$10,933.88
DEUTCH	\$4,430.97	\$0.00	\$4,430.97
FELDMEIER	\$4,486.40	\$0.00	\$4,486.40
HOFFMANN	\$4,609.60	\$0.00	\$4,609.60
KENNEDY	\$8,882.28	\$0.00	\$8,882.28
KLOPMAYER	\$3,608.00	\$0.00	\$3,608.00
KREBEL	\$3,683.06	\$0.00	\$3,683.06
KUJAWA	\$4,609.60	\$0.00	\$4,609.60
NAGEL	\$6,320.72	\$0.00	\$6,320.72
PACE	\$4,609.60	\$1,004.75	\$5,614.35
RUCKS	\$4,629.08	\$0.00	\$4,629.08
SCHWARZE	\$4,486.40	\$0.00	\$4,486.40
STANGLEIN	\$4,486.40	\$63.09	\$4,549.49
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$69,775.99	\$1,067.84	\$70,843.83
<u>ELECTRIC</u>			
	\$0.00	\$0.00	\$0.00
HOFFMANN	\$6,881.76	\$116.64	\$6,998.40
LAWRENCE	\$4,977.60	\$93.33	\$5,070.93
MAAG	\$6,376.32	\$272.16	\$6,648.48
PHILLIPS	\$7,153.92	\$272.16	\$7,426.08
SCHMITZ	\$6,804.00	\$155.52	\$6,959.52
STEPPIG	\$7,263.56	\$337.84	\$7,601.40
WERNER	\$6,881.76	\$0.00	\$6,881.76
LUECKING	\$6,405.12	\$0.00	\$6,405.12
WETZLER, T	\$6,226.00	\$0.00	\$6,226.00
MOORE, C	\$6,852.40	\$0.00	\$6,852.40
	\$58,970.04	\$1,247.65	\$60,217.69
<u>GAS</u>			
	\$0.00	\$0.00	\$0.00
FRANK	\$6,725.20	\$0.00	\$6,725.20
GLESSNER	\$5,568.00	\$130.50	\$5,698.50
RAMSEY	\$4,456.00	\$0.00	\$4,456.00
SCHLEMMER	\$4,456.00	\$0.00	\$4,456.00
WHELAN	\$6,452.40	\$375.41	\$6,827.81
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$27,657.60	\$505.91	\$28,163.51
<u>POLICE</u>			
BRAUN	\$6,516.13	\$1,305.98	\$7,822.11
BRAYE	\$6,282.13	\$904.14	\$7,186.27
DAHLEM	\$5,828.62	\$1,171.44	\$7,000.06
DAWS	\$6,657.68	\$953.10	\$7,610.78
HADDICK	\$6,483.07	\$619.38	\$7,102.45
INGRAM	\$6,282.13	\$1,506.90	\$7,789.03
LUKE	\$7,041.58	\$0.00	\$7,041.58
MIDKIFF	\$6,409.88	\$1,288.26	\$7,698.14
MORAVEC	\$6,021.22	\$990.38	\$7,011.60
PITTMAN	\$6,081.20	\$1,222.14	\$7,303.34
POTTER	\$6,081.19	\$1,222.14	\$7,303.33
PROSISE	\$7,886.57	\$0.00	\$7,886.57
RENNER	\$6,021.22	\$2,154.71	\$8,175.93
SIEBENBERGER	\$6,282.13	\$904.14	\$7,186.27
VOELKER	\$4,486.40	\$0.00	\$4,486.40
VOTRAIN	\$5,955.60	\$1,597.83	\$7,553.43
WIEGAND	\$5,710.96	\$0.00	\$5,710.96
WIRTH	\$5,710.96	\$0.00	\$5,710.96
ZABER	\$6,833.48	\$652.86	\$7,486.34
BIVINS	\$217.25	\$0.00	\$217.25
GREEN	\$220.00	\$0.00	\$220.00
JOHNS	\$0.00	\$0.00	\$0.00

OLSZEWSKI	\$220.00	\$0.00	\$220.00
	\$119,009.40	\$16,493.40	\$135,722.80
SEWER			
DEGENER	\$6,108.70	\$0.00	\$6,108.70
POLACEK	\$7,023.05	\$106.95	\$7,130.00
STRAUB, J	\$6,920.85	\$149.64	\$7,070.49
	\$0.00	\$0.00	\$0.00
	\$13,943.90	\$256.59	\$14,200.49
STREET			
DOERR	\$4,227.20	\$0.00	\$4,227.20
DUGAN	\$5,910.58	\$132.08	\$6,042.66
HERMANN	\$4,227.20	\$19.82	\$4,247.02
MAURER	\$6,716.40	\$0.00	\$6,716.40
WASHAUSEN	\$5,825.76	\$0.00	\$5,825.76
	\$0.00	\$0.00	\$0.00
	\$26,907.14	\$151.90	\$27,059.04
WATER			
GOFF	\$6,880.45	\$0.00	\$6,880.45
MILLER	\$7,094.35	\$0.00	\$7,094.35
	\$13,974.80	\$0.00	\$13,974.80
ELECTED OFFICIALS			
BUETTNER	\$1,272.39		
CHILDERS	\$1,474.08		
DARTER	\$1,287.39		
HELLER	\$1,237.39		
HOPKINS	\$1,272.39		
NOTHEISEN	\$1,237.39		
PAPENBERG	\$737.49		
ROW	\$1,272.39		
SMITH	\$2,033.50		
THOMAS	\$1,272.39		
TRANHAM	\$1,237.39		
E.S.D.A.			
HOFFMANN		\$150.00	
SCOTT		\$330.00	
PLANNING COMMISSION			
RAU		\$190.00	
FREDERICK		\$70.00	
GAITSCH		\$70.00	
HICKS		\$140.00	
LUTZ		\$140.00	
VOELKER		\$180.00	
VOGT		\$70.00	
METER READERS			
BRADLEY, THOMAS		\$150.00	
WASHAUSEN, JOHN		\$67.20	
ZONING BOARD			
BOOTHMAN	\$210.00		
GIBBS	\$210.00		
GOESSLING	\$210.00		
HAGENOW	\$210.00		
HARTMAN	\$285.00		
LOERCH	\$210.00		
POETTKER	\$180.00		
January 8, 2021	\$195,660.73		
January 22, 2020	\$184,888.92		
	\$380,549.65		
	\$380,549.65		

January, 2021

	Cash in Bank - Payroll Register	Cash in Bank - Deduction Register	Total
01-General	\$209,375.27	\$22,773.99	\$232,149.26
51-Water	\$28,370.28	\$5,076.91	\$33,447.19
52-Sewer	\$30,669.09	\$5,499.32	\$36,168.41
53-Electric	\$77,105.65	\$13,764.77	\$90,870.42
54-Gas	\$35,029.36	\$6,248.29	\$41,277.65
	\$380,549.65	\$53,363.28	
Total Payroll Cost:			<u>\$433,912.93</u>

SYS DATE:01/28/21

DATE: 01/31/21

CITY OF WATERLOO
INVOICE HISTORY REPORT
Sunday January 31,2021

SYS TIME:12:29

[NHR4]

PAGE 1

G/L NUMBER	DATE	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
01-12-5310			Professional Services			
	01/31/21	51930	SCHEFFEL BOYLE	205146	ANNUAL AUDIT	21,500.00
	01/31/21	51950	VERVOCITY INTERACTIVE	29857378	WEBSITE FEES	139.00
					** TOTAL **	\$21,639.00
01-15-5330			Legal			
	01/31/21	51883	HAYES, DANIEL J.	01-2021	DEC ATTORNEY FEES	5,662.50
					** TOTAL **	\$5,662.50
01-16-5310			Professional Services			
	01/31/21	51886	HENRY, MEISENHEIMER & GENDE, INC.	6592.035-115	SUBDIVISION REVIE	2,828.59
					** TOTAL **	\$2,828.59
52-11-5310			Professional Services			
	01/31/21	51850	BHMG SERVICE CORPORATION	0163W.SC.334	WTR/WASTWTR SVCS	1,802.96
	01/31/21	51940	TEKLAB, INC	252849	TESTING	180.00
	01/31/21	51940	TEKLAB, INC	252982	TESTING	100.00
	01/31/21	51940	TEKLAB, INC	253002	TESTING	228.50
	01/31/21	51940	TEKLAB, INC	253133	TESTING	100.00
	01/31/21	51940	TEKLAB, INC	253134	TESTING	180.00
	01/31/21	51942	TESTING ANALYSIS CONTROL	11670	DEC SERVICES	864.00
					** TOTAL **	\$3,455.46
53-11-5310			Professional Services			
	01/31/21	51848	BARNES, HENRY, MEISENHEIMER & GENDE, IN.	0163R.344	RETAINER	300.00
	01/31/21	51848	BARNES, HENRY, MEISENHEIMER & GENDE, IN.	0163V.315	EPA & DOE REPORT	1,599.84
					** TOTAL **	\$1,899.84
54-11-5310			Professional Services			
	01/31/21	51946	UTILITY SAFETY & DESIGN	IN20204825	CORROSION SURVEY	4,881.40
	01/31/21	51946	UTILITY SAFETY & DESIGN	IN20204986	RETAINER	175.00
	01/31/21	51946	UTILITY SAFETY & DESIGN	IN20205334	REG STATION REPOR	540.00
	01/31/21	51946	UTILITY SAFETY & DESIGN	IN20205411	ANNUAL ESRI FEE	4,000.00
					** TOTAL **	\$9,596.40
					** GRAND TOTAL **	\$45,081.79

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:

February 01, 2021

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on the Purchase of a 2021 Backhoe from Erb Equipment
in the amount of \$86,250.00, including trade-in, as bid at the January 12, 2021, 1:00
p.m., Bid Opening.

3. Relief or action to be requested:

Approval.

4. Submittal date: 01/28/21

Submitted by:

Tim Birk, Director of Public Works

DISPOSITION

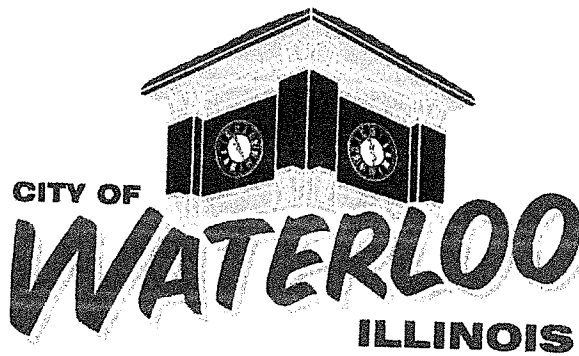
5. Matter to be placed on agenda for meeting date requested.

 Matter to be placed on agenda for meeting to be held on

 Matter referred to



Mayor



CITY OF WATERLOO, IL – BID OPENING RESULTS

NAME OF PROJECT: 2021 BACKHOE

DATE: JANUARY 12, 2021

TIME: 1:00 P.M.

NAME OF BIDDER:

AMOUNT OF BID:

1. ERB EQUIPMENT
2. FABICK CAT
3. _____
4. _____
5. _____
6. _____

1. 86,250.00 includes trade-in
2. 96,400.00 includes trade-in
3. _____
4. _____
5. _____
6. _____