

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Location: Waterloo City Hall - Council Chambers
100 W. Fourth St., Waterloo, IL
Date: Monday, April 17, 2023
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.
 - A. Approval of the April 03, 2023, 7:15 p.m., Public Hearing Minutes.
 - B. Approval of the April 03, 2023, 7:20 p.m., Public Hearing Minutes.
 - C. Approval of the April 03, 2023 City Council Meeting Minutes.
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 Building Inspector / Code Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Presentation of Plaque to Clyde Heller in Recognition of his 21 Years of Service to the City of Waterloo, IL as Alderman, Ward IV.
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. 1872 Adopting an Amended Budget for the City of Waterloo, Illinois for the Fiscal Year of May 01, 2022 through April 30, 2023.
 - B. Consideration and Action on Ordinance No. 1873 Adopting the Annual Budget for the City of Waterloo, Illinois for the Fiscal Year of May 01, 2023 through April 30, 2024.
 - C. Consideration and Action on Ordinance No. 1874 Amending the City of Waterloo, Illinois Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII: Traffic Schedules, Schedule A: Stop & Through Intersections, for Natalie Estates Phase II.
 - D. Consideration and Action on Resolution No. 23-12 Appointing an Authorized Agent of the City of Waterloo, Illinois to the Illinois Municipal Retirement Fund.
 - E. Consideration and Action on Resolution No. 23-13 Approving a Letter of Understanding between the City of Waterloo, Illinois and the Illinois Department of Transportation Regarding Market Street / IL State Route 156 Improvements.
 - F. Consideration and Action on Resolution No. 23-14 Approving a Professional Services Agreement Between the City of Waterloo, Illinois and HMG Engineers, Inc. for the Water Supply, Treatment & Transmission Facilities Project – Construction Phase Services.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Approval of the Reappointment of Mr. Dan Kennedy as Secretary / Treasurer to the Waterloo Cemetery Board for a Three-Year Term to Expire 04-01-26.
 - B. Consideration and Action on Approval of the Reappointment of Ms. Jean Jung as Trustee to the Waterloo Cemetery Board for a Three-Year Term to Expire 04-01-26.
 - C. Consideration and Action on Approval of a Special Event Permit Application from the Monroe County Arts Alliance for a “Chalk-A-Lot” Street Art Event to be held on Sat., Sept. 09, 2023, 8 a.m. to 6 p.m., including the closure of Mill Street between Main and Market beginning on Fri., Sept. 08, 2023 at 5 p.m. for set-up until Sun., Sept. 10, 2023 at 5 p.m. for viewing.
 - D. Consideration and Action on Approval of a Special Event Permit Application from the Stubborn German Brewing Company for “StubbornFest” to be held Fri., Sept. 29, 2023 at 3:00 p.m. through Sat., Sept. 30, 2023 at 11:00 p.m., including the Closure of Main Street – south of Shorty’s to north of TWM beginning on Fri., Sept. 29, 2023 at 12 p.m. for set-up until Sun., Oct. 01, 2023 at 12 a.m. for clean-up.
 - E. Consideration and Action on Approval of the Natalie Estates, Phase II Final Plat.
 - F. Consideration and Action on Approval of the Purchase of the Babel X Program from Babel Street in the amount of \$15,960.00 for the Waterloo Police Department.

- G. Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for Equipment as Listed in the Attached Quote for the Amount of \$4,117.00 for the Waterloo Police Department.
 - H. Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for Body Camera Equipment as Listed in the Attached Quote for the Amount of \$5,630.52 for the Waterloo Police Department.
 - I. Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for In-Car Video Equipment as Listed in the Attached Quote for the Amount of \$14,906.88 for the Waterloo Police Department.
 - J. Consideration and Action on Approval of Huebner Concrete as Low Bidder in the Amount of \$238,726.60 for the 2023 Street, Curb & Sidewalk Improvement Program as Bid on 04-12-23 at 9:00 a.m.
 - K. Consideration and Action on Approval of the Kilian Corporation as Low Bidder in the Amount of \$418,559.65 for the Waterloo Downtown Resurfacing Project as Bid on 04-12-23 at 1:00 p.m.
 - L. Consideration and Action on Approval of Korte & Luitjohan Contractors, Inc. as Low Bidder in the Amount \$15,988,500.00 for the Water Treatment Facilities Project as Bid on 04-12-23 at 2:00 p.m.
 - M. Consideration and Action on Approval of Haier Plumbing & Heating, Inc. as Low Bidder in the Amount of \$11,310,660.26 for the Water Transmission Facilities Project as Bid on 04-12-23 at 2:30 p.m.
 - N. Consideration and Action on Approval of Caldwell Tanks as Low Bidder in the Amount of \$3,859,000.00 for the 500,000 Gallon Elevated Tank Project as Bid on 04-12-23 at 3:00 p.m.
 - O. Consideration and Action on Approval of the Remlok Phase V Re-Submission of the Preliminary Plat.
 - P. Consideration and Action on a Special Event Permit Application from Crafted In The Loo for their “Cinco de Mayo” Vendor Event at 111 N. Main Street, on May 05, 2023, 4 p.m. to 8 p.m., with set-up beginning at 3 p.m., including the closure of three front parking spots at that location.
 - Q. Consideration and Action on Executive Session for the Discussion of Personnel and Minute Review as per 5 ILCS 120/2(c)(1) and (21) Respectively.
 - R. Consideration and Action on Resolution No. 23-11 Approving a Memorandum of Understanding between the City of Waterloo, Illinois and the Illinois FOP Labor Council regarding a School Resource Officer.
 - 13. Discussion of Matters by Council Members Arising After Agenda Deadline.
 - 14. Motion to Adjourn.
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DATES TO REMEMBER

- April 20, 2023 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- April 25, 2023 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.
- May 01, 2023 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- May 08, 2023 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- May 09, 2023 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- May 10, 2023 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- May 15, 2023 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- May 18, 2023 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- May 23, 2023 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.
- May 29, 2023 – City Offices Closed for the Memorial Day Holiday.

**MINUTES OF THE
PUBLIC HEARING
APRIL 03, 2023 – 7:15 p.m.**

1. The meeting was called to order by Mayor Smith at 7:15 p.m.
2. The following Aldermen were present: Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller.
3. Call to Notice (Advertisement is on file at City Hall)
4. Presentation of proposed Tentative Annual Budget for Fiscal Year May 1, 2023 through April 30, 2024.
5. Discussion, Questions and Answers.
Shawn Kennedy, Collector/Budget Officer, stated the budget is available for review on the City's website and in the City Clerk's office. The aldermen received a copy of the budget a couple of weeks ago.
6. Motion to Adjourn made by Alderman Darter and seconded by Alderman Kyle Buettner. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting 'yea'.
Mayor Smith adjourned the meeting at 7:17 p.m.

Mechelle Childers
City Clerk

**MINUTES OF THE
PUBLIC HEARING
APRIL 03, 2023 – 7:20 p.m.**

1. The meeting was called to order by Mayor Smith at 7:20 p.m.
2. The following Aldermen were present: Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller.
3. Call to Notice (Advertisement is on file at City Hall)
4. Presentation of proposed Annexation Agreement between the City of Waterloo, IL and David G. & Annette K. DeBourge.
5. Discussion, Questions and Answers.
The Zoning Administrator stated the neighboring property owners have been informed, and the annexation notice was printed in the Republic Times. No calls or questions were received. The property will be zoned as R-2.
6. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner. Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, Trantham, and Darter voting 'yea'.
Mayor Smith adjourned the meeting at 7:23 p.m.

Mechelle Childers
City Clerk

**MINUTES OF THE
CITY COUNCIL MEETING
APRIL 03, 2023**

1. The meeting was called to order by Mayor Smith at 7:30 p.m.
2. The following Aldermen were present: Matt Buettner, Hopkins, Trantham, Darter, Kyle 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 03-20-23. Motion made by Alderman Kyle Buettner and seconded by Alderman Heller to approve the City Council Meeting Minutes from 03-20-23. Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, Trantham, and Darter 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.
Approval of the Natalie Estates final plat should be on the next City Council agenda. Water samples have passed and currently performing the 24-hour water pressure test.
 - D. Report of Director of Public Works.
The Street Department is painting stripes on Moore Street at Columbia Avenue. Residents are encouraged to avoid this area for the next 24 hours.
 - E. Report of Chief of Police. No report.
 - F. Report of City Attorney. No report.
 - G. Report and Communication by Mayor.
 1. Presentation of Certificate of Commendation to Brock Murphy, of Gibault Catholic High School, for his Semi-Finalist Finish in the 2023 JVN State Debate Tournament.
 2. Plaque Presentation to the Gibault Catholic High School Boys Basketball Team for their Championship Win at the Class 1A State Tournament.
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. 1871 Approving an Annexation Agreement between the City of Waterloo, IL and David G. & Annette K. DeBourge for Approximately 5.0 Acres of Property Located at 550 Oexner Lane.
Motion made by Alderman Kyle Buettner and seconded by Alderman Row to approve Ordinance No. 1871 Approving an Annexation Agreement between the City of Waterloo, IL and David G. & Annette K. DeBourge for Approximately 5.0 Acres of Property Located at 550 Oexner Lane.
Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, Trantham, and Darter voting ‘yea’.

B. Consideration and Action on Resolution No. 23-10 Approving an Agreement between Human Support Services (HSS) and the City of Waterloo, IL for Clean-Up of Downtown Waterloo.

Motion made by Alderman Darter and seconded by Alderman Hopkins to approve Resolution No. 23-10 Approving an Agreement between Human Support Services (HSS) and the City of Waterloo, IL for the Clean-Up of Downtown Waterloo.

Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting 'yea'.

11. Unfinished Business. None.

12. Miscellaneous Business.

A. Consideration and Action on Warrant No. 624.

Motion made by Alderman Darter and seconded by Alderman Heller to approve Warrant No. 624.

Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting 'yea'.

B. Consideration and Action on Ad to be Placed in the Tourism Times Spring / Summer Issue in the amount of \$700.00 to be paid out of the Hotel / Motel Tax Fund.

Motion made by Alderman Heller and seconded by Alderman Row on Approval for an Ad to be Placed in the Tourism Times Spring / Summer Issue in the amount of \$700.00 to be paid out of the Hotel / Motel Tax Fund.

Motion passed unanimously with Aldermen Heller, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, and Row voting 'yea'.

C. Consideration and Action on Increase in Monthly Household Charge for Trash Pickup to \$18.07 (includes \$0.50 recycling surcharge).

Motion made by Alderman Darter and seconded by Alderman Kyle Buettner to approve an Increase in Monthly Household Charge for Trash Pickup to \$18.07 (includes \$0.50 recycling surcharge).

Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting 'yea'.

D. Consideration and Action on Approval of a Special Event Permit Application from the Waterloo Porta Westfalica Fest Committee for their Annual Porta Westfalica Festival and Parade to be held on Tuesday, June 20, 2023, 8 a.m. to 10:30 p.m., to include the street closures of Mill, Main and Third around the Courthouse Square.

Motion made by Alderman Heller and seconded by Alderman Row on Approval of a Special Event Permit Application from the Waterloo Porta Westfalica Fest Committee for their Annual Porta Westfalica Festival and Parade to be held on Tuesday, June 20, 2023, 8 a.m. to 10:30 p.m., to include the street closures of Mill, Main and Third around the Courthouse Square.

Motion passed unanimously with Aldermen Heller, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, and Row voting 'yea'.

E. Consideration and Action on Approval of the Replacement of a Non-Conforming Structure located in the Waterloo Central Overlay District at 212 Hardy Lane as Allowed by the City of Waterloo Zoning Code Section 40-13-3(C).

Motion made by Alderman Kyle Buettner and seconded by Alderman Darter to approve the Replacement of a Non-Conforming Structure located in the Waterloo Central Overlay District at 212 Hardy Lane as Allowed by the City of Waterloo Zoning Code Section 40-13-3(C).

Comments: Alderman Kyle Buettner, Planning and Annexation Committee Chairman, stated the existing building is in disrepair, and the proposed building will be more conforming. The members of the Planning and Annexation Committee approved the replacement of the non-conforming structure. The Zoning Administrator added that neighboring property owners were notified of the planned building and no one had any issues.

Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, Trantham, and Darter voting 'yea'.

F. Consideration and Action on Executive Session for the Discussion of Personnel as per 5 ILCS 120/2(c)(1).

Motion to move into Executive Session made by Alderman Darter and seconded by Alderman Row.

Motion passed unanimously to enter into Executive Session with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting ‘yea’.

Entered Executive Session at 7:42 p.m.

Adjourned Executive Session at 8:07 p.m.

Motion to Resume Session made by Alderman Darter and seconded by Alderman Heller Buettner.

Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Matt Buettner, Hopkins, and Trantham voting ‘yea’.

Return to regular session at 8:07 p.m.

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

Alderman Hopkins mentioned that the tub grinder is taking abuse due to misuse of the City Yard Waste Site. The dumping of concrete, rebar, and other materials damages City’s equipment. Alderman Hopkins requested that the Mayor’s Newsletter mention the yard waste site is for City residents and only for yard waste (leaves, grass clippings, garden waste).

Alderman Darter reminded everyone to vote on April 04, 2023.

Alderman Heller commented the Sister Cities of Porta Loo Semi-Annual Meeting will be on April 11, 2023 at City Hall (2nd Floor).

Mayor Smith also reminded everyone to vote on April 04, 2023.

14. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner. Motion passed with a unanimous voice vote. Mayor Smith adjourned the meeting at 8:09 p.m.

Mechelle Childers - City Clerk

CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT

	2021-2022 ACTUAL AMOUNT	2022-2023 BUDGETED AMOUNT	% INCREASE/ DECREASE	2022 MARCH	2023 MARCH	% INCREASE/ DECREASE	2021-2022 FISCAL YTD	2022-2023 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	10,791,810.10	11,140,000.00	3.23%	977,555.71	857,055.05	-12.33%	10,080,149.52	10,230,377.18	1.49%
ELEC TAX	265,459.06			24,657.34	21,291.76	-13.65%	247,964.36	249,490.76	0.62%
ELECT MISC.	<u>(139,623.00)</u>	<u>277,600.00</u>	<u>298.82%</u>	<u>-107,180.00</u>	<u>152,575.00</u>	<u>242.35%</u>	<u>(78,273.00)</u>	<u>303,947.00</u>	<u>488.32%</u>
SUBTOTAL	10,917,646.16	11,417,600.00	4.58%	895,033.05	1,030,921.81	15.18%	10,249,840.88	10,783,814.94	5.21%
BEGINNING UNAPPLIED	628,035.52			58,196.66	56,295.74	-3.27%	580,348.64	645,435.15	11.22%
UNAPPLIED CASH REC'D	139,254.05			9,023.97	11,669.65	29.32%	130,747.62	167,818.97	28.35%
UNAPPLIED DISBURSED	<u>142,794.38</u>			<u>19,533.75</u>	<u>17,037.26</u>	<u>-12.78%</u>	<u>131,684.76</u>	<u>161,974.53</u>	<u>23.00%</u>
ENDING UNAPPLIED	624,495.19			47,686.88	50,928.13	6.80%	579,411.50	651,279.59	12.40%
GAS SALES	2,961,308.88	3,019,000.00	1.95%	623,412.38	589,997.14	-5.36%	2,503,244.44	3,149,151.50	25.80%
GAS TAX	72,244.47			17,112.53	12,528.33	-26.79%	61,011.40	62,748.26	2.85%
GAS MISC.	<u>(18,274.00)</u>	<u>125,300.00</u>	<u>785.67%</u>	<u>-46,524.00</u>	<u>54,924.00</u>	<u>218.06%</u>	<u>(8,612.00)</u>	<u>101,999.00</u>	<u>1284.38%</u>
SUBTOTAL	3,015,279.35	3,144,300.00	4.28%	594,000.91	657,449.47	10.68%	2,555,643.84	3,313,898.76	29.67%
WATER SALES	2,430,107.64	2,489,000.00	2.42%	206,884.92	271,328.52	31.15%	2,268,985.48	2,571,380.16	13.33%
WATER MISC.	<u>769,794.14</u>	<u>797,000.00</u>	<u>3.53%</u>	<u>-3,005.00</u>	<u>13,391.00</u>	<u>545.62%</u>	<u>768,414.14</u>	<u>784,671.00</u>	<u>2.12%</u>
SUBTOTAL	3,199,901.78	3,286,000.00	2.69%	203,879.92	284,719.52	39.65%	3,037,399.62	3,356,051.16	10.49%
SEWER SALES	1,793,009.34	1,840,000.00	2.62%	154,778.05	164,315.68	6.16%	1,671,438.97	1,839,074.12	10.03%
SEWER MISC.	<u>175,333.00</u>	<u>196,650.00</u>	<u>12.16%</u>	<u>11,432.00</u>	<u>23,754.00</u>	<u>107.79%</u>	<u>170,892.00</u>	<u>128,748.00</u>	<u>-24.66%</u>
SUBTOTAL	1,968,342.34	2,036,650.00	3.47%	166,210.05	188,069.68	13.15%	1,842,330.97	1,967,822.12	6.81%
CITY TAX	534,281.12	540,000.00	1.07%	64,564.28	63,524.24	-1.61%	486,258.95	535,312.56	10.09%
MISC.	<u>7,623.00</u>	<u>29,300.00</u>	<u>284.36%</u>	<u>-2,151.00</u>	<u>14,628.00</u>	<u>780.06%</u>	<u>9,717.00</u>	<u>34,235.00</u>	<u>252.32%</u>
SUBTOTAL	541,904.12	569,300.00	5.06%	62,413.28	78,152.24	25.22%	495,975.95	569,547.56	14.83%
REFUSE FEE	852,876.77	902,500.00	5.82%	76,691.17	80,123.30	4.48%	786,552.29	823,633.46	4.71%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	35,727.00	36,000.00	0.76%	4,013.00	1,939.00	-51.68%	34,004.00	32,804.00	-3.53%
PERMITS	123,744.00	115,000.00	-7.07%	18,099.00	6,529.00	-63.93%	111,108.00	89,276.00	-19.65%
INSPECTION FEES	10,950.00	15,000.00	36.99%	525.00	1,950.00	271.43%	10,125.00	13,525.00	33.58%
FRANCHISE FEES	123,384.00	121,000.00	-1.93%	59,767.00	62,978.00	5.37%	123,384.00	125,916.00	2.05%
LIQUOR LICENSE	23,660.00	22,000.00	-7.02%	40.00	30.00	-25.00%	21,650.00	20,935.00	-3.30%
INFRASTRUCTURE FEE	147,931.00	145,000.00	-1.98%	11,699.00	11,746.00	0.40%	136,246.00	125,177.00	-8.12%
HOTEL/MOTEL TAX	15,136.00	15,000.00	-0.90%	1,265.00	3,602.00	184.74%	14,435.00	15,340.00	6.27%
MISC.	214,944.00	152,280.00	-29.15%	26,635.00	60,274.00	126.30%	195,921.00	395,855.00	102.05%
REPLACEMENT TAX	156,116.00	102,100.00	-34.60%	27,578.00	15,116.00	-45.19%	123,513.00	180,207.00	45.90%
COUNTY TAX	294,526.00	320,450.00	8.80%	-	-		294,526.00	320,919.00	8.96%
SALES TAX	2,816,806.00	2,850,000.00	1.18%	261,252.00	288,147.00	10.29%	2,588,284.00	2,712,773.00	4.81%
BUSINESS DISTRICT TAX	107,333.00	107,000.00	-0.31%	9,715.00	9,677.00	-0.39%	98,654.00	94,740.00	-3.97%
CANNABIS USE TAX	17,143.00	21,500.00	25.42%	1,619.00	1,363.00	-15.81%	15,447.00	15,767.00	2.07%
VIDEO GAMING	237,574.00	236,000.00	-0.66%	17,736.00	23,654.00	33.37%	217,688.00	237,086.00	8.91%
INCOME TAX	<u>1,994,274.00</u>	<u>1,870,000.00</u>	<u>-6.23%</u>	<u>131,192.00</u>	<u>146,458.00</u>	<u>11.64%</u>	<u>1,787,797.00</u>	<u>2,038,096.00</u>	<u>14.00%</u>
SUBTOTAL	7,172,124.77	7,030,830.00	-1.97%	647,826.17	713,586.30	10.15%	6,559,334.29	7,242,049.46	10.41%
MOTOR FUEL TAX	697,820.00	599,000.00	-14.16%	144,975.00	35,285.00	-75.66%	661,621.00	530,205.00	-19.86%
MISC	<u>2,303.00</u>	<u>1,200.00</u>	<u>-47.89%</u>	<u>457.00</u>	<u>7,665.00</u>	<u>1577.24%</u>	<u>1,540.00</u>	<u>50,449.00</u>	<u>3175.91%</u>
SUBTOTAL	700,123.00	600,200.00	-14.27%	145,432.00	42,950.00	-70.47%	663,161.00	580,654.00	-12.44%
UTILITY DEPOSITS	99,775.00	-		8,475.00	9,100.00	7.37%	92,525.00	88,925.00	-3.89%
TOTAL DEPOSITS	27,754,350.57	28,084,880.00	1.19%	2,732,294.35	3,016,618.67	10.41%	25,626,959.17	28,070,581.97	9.54%

April 17, 2023

To: Mayor Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the March 31, 2023 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 weekdays from 7:30 AM – 4:30 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
March 31, 2023

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	32,912.49	9,100.00	6,725.00	35,287.49
General Fund	(3,033,312.49)	334,743.11	776,551.87	(3,475,121.25)
Motor Fuel Tax	71,759.88	228,984.46	74,018.34	226,726.00
Water Fund	1,765,369.08	276,551.33	202,078.14	1,839,842.27
Sewer Fund	769,469.43	178,425.00	212,225.71	735,668.72
Gas Fund	(161,716.93)	612,885.65	369,773.49	81,395.23
Electric Fund	1,502,746.38	905,829.93	730,899.52	1,677,676.79
Capital Improvements	901,188.75	67,438.15	-	968,626.90
D.A.R.E.	1,135.63	-	2,184.12	(1,048.49)
Interest	11,887.59	1,862.73	-	13,750.32
Hotel/Motel Tax	150,459.01	3,602.45	-	154,061.46
TOTALS:	\$2,012,396.80	\$2,619,422.81	\$2,374,456.19	\$2,257,363.42

INVESTED FUNDS				
Capital Improvements	\$ 971,132.39	12,298.37	-	983,430.76
Electric	11,229,969.57	142,215.80	-	11,372,185.37
E-Pay Utility Bills	26,829.68	199,621.04	211,687.31	14,763.41
Farm Account Income	240,877.53	409.16	-	241,286.69
Gas	3,992,611.10	50,562.23	-	4,043,173.33
General Fund	9,751,938.90	520,957.39	-	10,272,896.29
Motor Fuel	1,844,261.02	42,758.56	-	1,887,019.58
Pension Reserve	1,706,504.13	362.34	-	1,706,866.47
Sewer	1,038,583.31	13,152.57	-	1,051,735.88
Utility Deposits	312,451.59	3,956.87	-	316,408.46
Water	883,095.09	11,183.48	-	894,278.57
Total Invested Funds:	\$31,998,254.31	\$997,477.81	\$211,687.31	\$32,784,044.81
Total All City Funds:	\$34,010,651.11	\$3,616,900.62	\$2,586,143.50	\$35,041,408.23

Pension Obligations	As of Date	Amount
Unfunded Actuarial Accrued Liability - IMRF	12/31/2021	-\$3,138,102.00
Unfunded Actuarial Accrued Liability - Police	4/30/2022	\$4,748,246.00
Total Unfunded Liability		\$1,610,144.00

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg
City Treasurer

Zoning Department Monthly Report 3-31-2023

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Residential Building Permits Issued:													
2023	1	4	2										7
2022	7	3	5	5	2	5	5	2	5	2	4	1	46
2021	5	4	3	2	5	5	9	2	3	9	3	5	55
2020	2	6	3	5	6	5	4	5	5	9	6	6	62
2019	2	3	9	5	5	1	2	5	2	1	2	2	39
Accessory/Addition Building Permits Issued:													
2023	4	3	11										18
2022	1	2	9	7	8	6	5	16	7	2	4	3	70
2021	3	4	11	12	10	6	8	10	6	7	6	3	86
2020	2	2	4	9	10	12	10	9	2	6	5	1	72
2019	0	2	5	15	7	13	3	9	3	4	5	2	68
Commercial/Industrial Building Permits Issued:													
2023	3	3	4										10
2022	2	4	2	2	1	2	1	3	1	0	2	2	22
2021	1	2	3	2	2	2	0	5	6	1	1	0	25
2020	3	1	0	0	2	1	1	0	1	3	5	2	19
2019	5	4	2	3	1	1	6	1	3	3	1	3	33
Excavation Permits Issued:													
2023	1	1	0										2
2022	3	2	3	5	2	1	3	3	0	3	3	1	29
2021	0	1	4	5	4	3	8	6	0	5	1	4	41
Sign Permits Issued:													
2023	4	2	8										14
2022	2	2	0	5	0	0	0	2	2	0	4	0	17
2021	1	0	1	1	3	0	1	1	1	1	2	2	14
Demolition Permits Issued:													
2023	0	0	0										0
2022	1	1	0	0	0	0	1	0	0	0	0	1	4
2021	0	0	0	4	0	0	1	0	0	0	0	0	5
Outside Dining Permits Issued:													
2023	0	0	1										1
2022	0	0	1	0	0	0	0	0	0	0	0	0	1
Mobile Food Vendor													
2023	0	0	0										0
2022	0	0	0	0	0	0	0	0	0	0	0	1	1
												TOTAL	52

[illegible]

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:
April 17, 2023
(Date)
 2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1872 Adopting an Amended Budget
For the City of Waterloo, Illinois for the Fiscal Year of May 01, 2022 through
April 30, 2023.
 3. Relief or action to be requested:
Approval
 4. Submittal date: 4/6/23
- 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

ORDINANCE NO. 1872

AN ORDINANCE ADOPTING AN AMENDED ANNUAL BUDGET FOR THE CITY OF WATERLOO, ILLINOIS FOR THE FISCAL YEAR OF MAY 1, 2022 THROUGH APRIL 30, 2023.

WHEREAS, an Annual Budget was adopted by the City Council of the City of Waterloo, Illinois for the fiscal year of May 1, 2022 through April 30, 2023 on April 18, 2022 by Ordinance No. 1847; and,

WHEREAS, it is necessary to amend the Annual Budget for the fiscal year of May 1, 2022 through April 30, 2023; and

WHEREAS, the changes that are required at this time can more appropriately be stated by a restatement in the form of the Amended Annual Budget for the fiscal year May 1, 2022 through April 30, 2023 as attached hereto as Exhibit 1.

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

SECTION ONE. The Annual Budget for the City of Waterloo, Illinois for the fiscal year of May 1, 2022 through April 30, 2023 is hereby amended and restated in its entirety to read as set forth in Exhibit 1 attached hereto and entitled “City of Waterloo, Illinois Amended Budget 2022-2023”, and the aforementioned Exhibit 1 is hereby adopted as the Amended Annual Budget of the City of Waterloo, Illinois for the fiscal year of May 1, 2022 through April 30, 2023.

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

SECTION THREE. Effective Date. This Ordinance shall take effect upon its passage and approval and shall be published in pamphlet form as provided by law.

PASSED this 17th day of April, 2023, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1873 Adopting the Annual Budget
For the City of Waterloo, Illinois for the Fiscal Year of May 01, 2023 through
April 30, 2024.
3. Relief or action to be requested:
Approval
4. Submittal date: 4/6/23

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

ORDINANCE NO. 1873

AN ORDINANCE ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WATERLOO, ILLINOIS FOR THE FISCAL YEAR COMMENCING MAY 1, 2023 AND ENDING APRIL 30, 2024.

WHEREAS, the corporate authorities of the City of Waterloo, Illinois have made the tentative annual budget for the fiscal year of May 1, 2023 through April 30, 2024 conveniently available in pamphlet form for public inspection since March 17, 2023; and,

WHEREAS, notice of a public hearing on the aforementioned tentative annual budget was given by publication in a newspaper having a general circulation in the City of Waterloo, Illinois on March 22, 2023; and,

WHEREAS, the corporate authorities of the City of Waterloo, Illinois held a public hearing on the aforementioned tentative annual budget, pursuant to said notice, on April 3, 2023, prior to final action on said tentative annual budget.

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

SECTION ONE. That the document entitled City of Waterloo, Illinois Annual Budget 2023-2024 attached hereto as Exhibit 1, and by this reference made a part hereof, is hereby adopted as the annual budget for the City of Waterloo, Illinois for the fiscal year commencing May 1, 2023 and ending April 30, 2024.

SECTION TWO. The foregoing budget is adopted pursuant to Section 8-2-9.4 of the Illinois Municipal Code.

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

PASSED this 17th day of April, 2023, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1874 Amending the City of Waterloo,
Illinois Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII:
Traffic Schedules, Schedule A: Stop & Through Intersections, for Natalie Estates
Phase II.
3. Relief or action to be requested:
Approval.
4. Submittal date: 04-04-23

Submitted by:
Nathan Krebel, 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. 1874

AN ORDINANCE AMENDING THE CITY OF WATERLOO, ILLINOIS REVISED CODE OF ORDINANCES, CHAPTER 24 MOTOR VEHICLE CODE, ARTICLE VIII: TRAFFIC SCHEDULES, SCHEDULE A: STOP & THROUGH INTERSECTIONS, FOR NATALIE ESTATES PHASE II.

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

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

SCHEDULE "A"

STOP AND THROUGH INTERSECTIONS

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

<u>STOP STREET (DIRECTION)</u>		<u>THROUGH STREET</u> , the following:
---------------------------------------	--	---

- | | | |
|----------------------------|----|--------------|
| 1. Jenny Court (eastbound) | at | Hayden Drive |
| 2. Jenny Court (westbound) | at | Hayden Drive |

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

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

PASSED this 17th day of April, 2023, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

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

APPROVED by me this 17th day of
April, 2023.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

THOMAS SMITH, Mayor
City of Waterloo, Illinois



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 ROAD
SWANSEA, ILLINOIS 62226
(618) 624-4488
WWW.TVM-INC.COM

PROF. LICENSE NUMBER
L. PROF. DESIGN FIRM 184-001220
L. PROF. ENGR. CORP. 62-035370
L. PROF. STN. ENGR. CORP. 81-002002
L. PROF. LAND SURV. CORP. 048-000029
MO. PROF. ENGR. CORP. 001528
MO. LAND SURVEYING CORP. 000246
TN. PROF. ENGR. FIRM 8974

SEAL

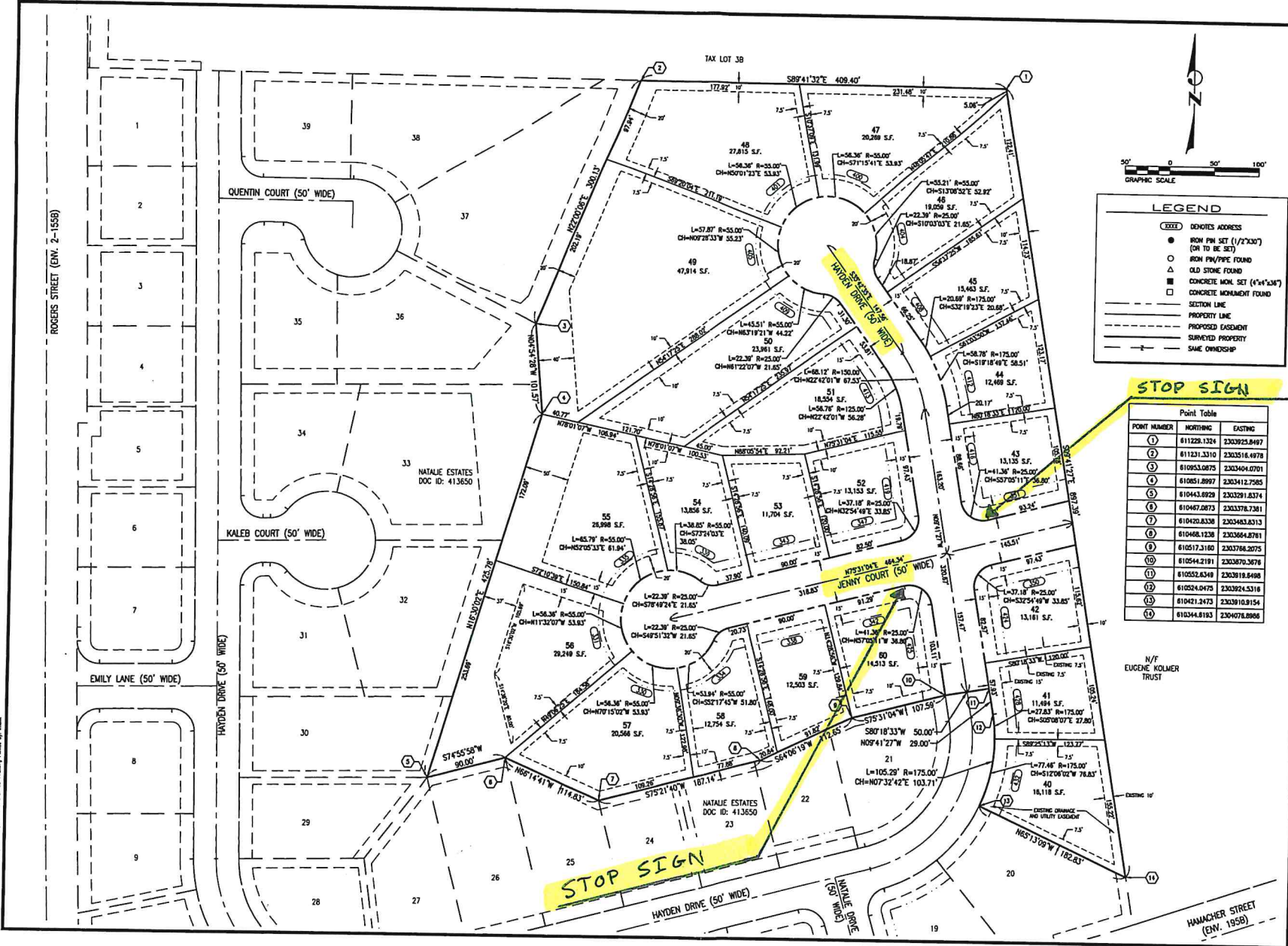
SIGNATURE:
DATE SIGNED:
LICENSE EXPIRATION:

REV.	DATE	DESCRIPTION
1		
2		
3		
4		

DRAWN BY: LEM
DESIGNED BY: LEM
CHECKED BY: MUM
APPROVED BY: MUM
PROJECT NO: D01609168

PROJECT:
FINAL PLAN
NATALIE ESTATES - PHASE 2
CITY OF WATERLOO
MONROE COUNTY
ILLINOIS

TITLE:
NORTH LOT LAYOUT



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:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 23-12 Appointing an Authorized
Agent of the City of Waterloo, Illinois to the Illinois Municipal Retirement Fund.

3. Relief or action to be requested:
Approval.

4. Submittal date: 04-05-23

Submitted by: _____
Shawn Kennedy, Collector / Budget Officer

DISPOSITION

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



Mayor

RESOLUTION NO. 23-12

A RESOLUTION APPOINTING AN AUTHORIZED AGENT OF THE CITY OF WATERLOO TO THE ILLINOIS MUNICIPAL RETIREMENT FUND.

WHEREAS, the City of Waterloo desires to appoint a new authorized agent for the City of Waterloo, IL with respect to Illinois Municipal Retirement Fund matters.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Waterloo, IL as follows:

1. That Sandra Eckstadt is hereby appointed as the authorized agent for the City of Waterloo, IL for Illinois Municipal Retirement Fund purposes; and,
2. That Sandra Eckstadt is hereby granted the following powers and duties:
 - a. To file petitions for nomination of an Executive Trustee of the Illinois Municipal Retirement Fund; and,
 - b. To cast a vote with respect to elections of the Executive Trustee of the Illinois Municipal Retirement Fund.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 17th day of April, 2023.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:

Thomas Smith, Mayor
City of Waterloo, IL

ATTESTED:

Mechelle Childers, City Clerk
City of Waterloo, IL

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:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 23-13 Approving a Letter of
Understanding between the City of Waterloo, Illinois and the Illinois Department of
Transportation Regarding Market Street / IL State Route 156 Improvements.

3. Relief or action to be requested:
Approval.

4. Submittal date: 04-13-23

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. 23-13

A RESOLUTION APPROVING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF WATERLOO, ILLINOIS AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING MARKET STREET / IL STATE ROUTE 156 IMPROVEMENTS.

WHEREAS, attached is a proposed Letter of Understanding between the City of Waterloo, Illinois and the Illinois Department of Transportation;

WHEREAS, it is in the best interest of the City of Waterloo, Illinois to sign said Letter of Understanding.

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 Letter of Understanding as attached.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 17th day of April, 2023.

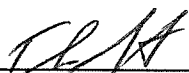
AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:



Thomas Smith, Mayor
City of Waterloo, IL

ATTESTED:

Mechelle Childers, City Clerk
City of Waterloo, IL



Illinois Department of Transportation

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

April 4, 2023

LETTER OF UNDERSTANDING

LU-823-025

FAU 9320/FAP 829 (Market St./IL 156)

Section 68RS-5

Monroe County

Contract 76P57

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

Dear Mayor Smith:

The State of Illinois, acting by and through its Department of Transportation, hereinafter known as the "STATE", in cooperation with the City of Waterloo, hereinafter known as the "CITY", and others, in order to facilitate the free flow of traffic and to increase the safety to the motoring public, is desirous of improving 1.6 miles of Market Street (FAU 9320/FAP 829 Section 68RS-5) by: resurfacing Market Street from Front Street (IL Route 156) to 300 feet north of Plaza Drive in Waterloo providing 11 foot through traffic lanes in each direction, a bi-directional turn lane, and variable width turn lanes at 4th Street, 1st Street, and Hamacher Street; updating ADA sidewalk ramps at and resurfacing portions of Hamacher Street, 1st Street, Mill Street, 3rd Street, and 4th Street; modernizing traffic signals at the intersection of IL Route 156 and 4th Street and the intersection of Market Street and 1st Street; and all other work necessary to complete the improvement in accordance with the approved plans and specifications.

This project is anticipated to be on the June 16, 2023 letting.

In order to advance the improvement, which is desired and which will be of benefit to the residents of the State of Illinois, it is necessary that the CITY and the STATE agree as to the responsibilities of each party. This letter and the acceptance thereof by the CITY shall constitute such agreement. These responsibilities are as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract, and pay all the costs incidental thereof. The estimated cost for this improvement is \$965,000.

2. The CITY agrees to allow the STATE, its Representatives and Contractors, to enter upon the CITY right-of-way or easements to perform construction and maintenance without compensation other than the completion of the proposed improvements.
3. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Market Street without the consent of the STATE.
4. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
5. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
6. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities on Right of Way, 92 Ill. Adm. Code 530.
7. Upon final field inspection of the improvement and as long as Market Street is used as a State Highway, the STATE agrees to continue to maintain, or cause to be maintained, Market Street, the two through traffic lanes lying one on either side of the centerline, the bi-directional lane, and the left and right turn lanes, each lane being 11 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.
8. Upon final field inspection of the improvement, the CITY agrees to maintain, or cause to be maintained, those portions of Market Street not maintained by the STATE, including: parking lanes and adjacent curb and gutter; sidewalks and ADA curb ramps; crosswalk and stopline markings; CITY owned utilities including appurtenances thereto; highway lighting including furnishing the electrical energy therefore.
9. Upon final field inspection of the improvement, the CITY agrees to maintain, or cause to be maintained, the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole, and catch basin frames, grates, or lids. The maintenance, repair and/or reconstruction of storm sewers beyond the aforescribed responsibilities shall be that of the STATE.
10. The CITY agrees to maintain, or cause to be maintained, all side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Market Street.

LETTER OF UNDERSTANDING
LU-823-025
City of Waterloo
April 4, 2023
Page 3

11. Upon acceptance by the STATE of the traffic signal work included herein, the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on January 10, 2022.

12. It is mutually agreed that the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within three years subsequent to execution of the agreement.

It is mutually agreed that this Letter of Understanding shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

The CITY agrees that by signing this Letter of Understanding the CITY is approving that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein.

If the conditions contained herein are acceptable to CITY, it is requested that the Mayor of the City of Waterloo sign this Letter of Understanding on behalf of CITY and return one copy to this office.

Sincerely,



Kirk H. Brown, P.E.
Region Five Engineer

Attachments

ACCEPTED BY THE CITY OF WATERLOO

BY: _____
Thomas Smith
Mayor

DATE: _____



Estimate of Time Required

Route FAU 9320/FAP 829 (IL 156)
 Section 68RS-5
 County MONROE
 Project COVD-STP-ZN6F(413)

Item	Unit (Check One) <input checked="" type="checkbox"/> English <input type="checkbox"/> Metric	Quantity	Rate Per Day	Days	Days Not Affecting Time	Total Days Required
HMA SURFACE COURSE, IL-9.5, MIX 10/1	TON	3,812.00	1,000.00	4.00		4.00
HMA SURFACE REMOVAL, VARIABLE	SQ YD	35,077.00	10,000.00	4.00		4.00
HMA SHOULDERS, 2"	TON	77.00	1,500.00			0
PATCHING	SQ YD	645.00	75.00	9.00		9.00
TEMPORARY PAVEMENT MARKING	FOOT	34,518.00	10,000.00	3.00	3.00	0
THERMO PAVEMENT MARKING - LINE	FOOT	34,518.00	15,000.00	2.00		2.00
RAISED REFLECTIVE PAVEMENT MARKING	EACH	274.00	100.00	3.00		3.00
ADA IMPROVEMENTS	SQ FT	4,469.00	112.00	40.00		40.00
TRAFFIC SIGNAL IMPROVEMENTS				10.00		10.00
MOBILIZATION	C DAY	1.00	1.00	1.00		1.00
TRAFFIC CONTROL	C DAY	1.00	1.00	1.00		1.00
CHECKOUT/ACCEPTANCE	C DAY	1.00	1.00	1.00		1.00
Total Actual Working Days Required						75.00
Total Days from page one						
Total Days						75.00

Made by MMS Date 8/12/2022 Checked by EJL 3/10/2023
 _____ Regional Engineer

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Resolution No. 23-14 Approving a Professional Services Agreement Between the City of Waterloo, Illinois and HMG Engineers, Inc. for the Water Supply, Treatment & Transmission Facilities Project – Construction Phase Services.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-13-23

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

DLH

Mayor

RESOLUTION NO. 23-14

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WATERLOO, ILLINOIS AND HMG ENGINEERS, INC. FOR THE WATER SUPPLY, TREATMENT & TRANSMISSION FACILITIES PROJECT - CONSTRUCTION PHASE SERVICES.

WHEREAS, attached is a proposed Professional Services Agreement between the City of Waterloo, Illinois and HMG Engineers, Inc. for the Water Supply, Treatment & Transmission Facilities Project – Construction Phase Services; and,

WHEREAS, the City of Waterloo, Illinois is in need of the aforementioned services related to the Water Supply, Treatment & Transmission Facilities Project; and,

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

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

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 17th day of April, 2023.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Mechelle Childers, City Clerk



PROFESSIONAL SERVICES AGREEMENT

PROJECT

Water Supply, Treatment & Transmission Facilities - Construction Phase Services

CLIENT

City of Waterloo, Illinois

PROJECT DESCRIPTION

CLIENT intends to construct new water supply, treatment, transmission and storage facilities including:

- New water supply wells in the Mississippi River Bottoms near Old Valmeyer & raw water main up the bluff near Valmeyer.
- Water treatment plant located in Valmeyer near Valmeyer High School.
- Transmission main from the new water treatment plant to the existing 1-million-gallon ground storage tank in Waterloo.
- A new 500,000-gallon composite elevated tank near the VFW Hall in Waterloo.

The PROJECT will be constructed under three separate construction contracts.

SCOPE OF SERVICES

The Scope of Construction Phase Services shall include:

1. Administration of the IEPA loan and loan closeout.
2. Administration of the construction contracts.
3. Review of contractor shop drawings and submittals.
4. Review & processing of contractor pay requests.
5. Construction guidance (attendance at progress meetings, site visits, review of RFIs, review of change order requests, etc.).
6. Commissioning assistance.
7. Preparation of record drawings & project closeout.
8. Full time resident construction observation.

PROJECT SCHEDULE

The PROJECT is expected to require 18-24 months for construction, commissioning & closeout but will be dependent on the contractor's progress and market conditions.

Corporate Office
9360 Holy Cross Lane
Breeese, IL 62230

Bloomington Office
303 N. Hershey Road, Suite D3
Bloomington, IL 61704

Metropolis Office
605 Market Street
Metropolis, IL 62960

Mundelein Office
975 Campus Drive
Mundelein, IL 60060

Murphysboro Office
1032 N. 6th Street
Murphysboro, IL 62966

888-HMG-ENGR
www.hmgengineers.com

FEES

CLIENT shall pay HMG an amount equal to the cumulative hours charged to the Project by HMG's employees times the Billing Rates for each applicable billing class according to HMG's Rate Schedule attached hereto, plus related Direct Costs and Subconsultant's charges, if any, for a total fee not to exceed **\$1,927,105.00**.

Billing Rates are subject to change annually on January 1 to reflect adjustments in HMG's salary levels.

ADDITIONAL SERVICES

In the event Construction Phase Services beyond those specified in the Scope of Services and not included in the compensation above are required, CLIENT may authorize Additional Services verbally and pay HMG on an hourly basis according to HMG's current Rate Schedule, or CLIENT may request a formal contract amendment prior to HMG providing Additional Services.

Additional Design Engineering Services – For additional design phase services provided by HMG beyond the Scope of Services included in the Agreement for Design & Bidding Phase Services and Amendment No. 1 to that Agreement, including 1) redesign of the backwash pond to eliminate IDNR permitting issues and reduce construction cost, 2) changing the transmission main material to HDPE to reduce construction cost, and 3) perform additional soil borings as requested by tank manufacturers, the Lump Sum fee for Design & Bidding Phase Services shall be increased by **\$140,000.00**.

CITY OF WATERLOO, ILLINOIS

BY: _____ Thomas Smith

TITLE: _____ Mayor

ATTEST: _____ Mechelle Childers

TITLE: _____ City Clerk

DATE: _____

ADDRESS:

_____ 100 W. Fourth Street

_____ Waterloo, IL 62298

CONTACT:

_____ Timothy Birk

EMAIL: _____ tbirk@waterloo.il.us

HMG ENGINEERS, INC.

BY: _____ John A. Wieter, P.E.

TITLE: _____ Senior Vice President

ATTEST: _____ Brian R. Burchheit, P.E., BCEE

TITLE: _____ Secretary-Treasurer/COO

DATE: _____ April 13, 2023

ADDRESS:

_____ 210 N. Market Street, Waterloo, IL 62298 (Local)

_____ 9360 Holy Cross Lane, Breese, IL 62230 (Corporate)

CONTACT:

_____ John A. Wieter, P.E.

EMAIL: _____ jwieter@hmgengineers.com

STANDARD CONDITIONS

1. Standard of Care: Services performed by HMG under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee, is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

2. Entire Agreement: These Standard Conditions and the signed document to which they are attached constitute the entire Agreement between CLIENT and HMG and are referred to hereinafter collectively as the "Agreement". The Agreement supersedes all prior communications, understandings, and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of the Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of the Agreement, including any Section Headings or Captions.

3. Opinions of Cost: HMG's opinions of probable Project cost or construction cost for the Project will be based solely upon its own experience with construction. Since HMG has no control over the cost of labor, materials, or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, HMG cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

4. Invoices: CLIENT will pay HMG the fees set forth in the Agreement (the "Fees"). Charges for services will be billed at least as frequently as monthly, and at the completion of Project. Payment of invoices shall not be subject to any discounts or set offs by CLIENT unless agreed to in writing by HMG. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Amounts outstanding more than thirty (30) days will accrue interest at the rate of 1.5% per month (compounded), or if lower, the maximum rate permitted by applicable law. Should a past due amount exceed sixty (60) days, HMG shall have the right to suspend all Services, without liability of any kind to CLIENT, until full payment is received. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HMG per HMG's then current salary costs. CLIENT will reimburse HMG at cost for reasonable travel expenses incurred in connection with travel requested by CLIENT outside the area in which the individual employee or contractor of HMG normally works.

5. Compliance with Law: In the performance of services to be provided hereunder, HMG and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and applicable lawful governmental or quasi-governmental order, rules, and regulations.

6. Modification to the Agreement: CLIENT or HMG may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HMG's compensation, to which CLIENT and HMG mutually agree shall be incorporated in the Agreement by a written amendment to the Agreement.

7. PDF Signatures. Execution and delivery of this Agreement by delivery of a portable document format ("PDF") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF copies shall constitute enforceable original documents.

8. Force Majeure: Obligations of either party under the Agreement, other than payment obligations, shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created,

inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

9. Assignment: CLIENT shall not transfer or assign any rights under or interest in the Agreement, without the written consent of HMG.

10. Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for the Project or following completion of the Project, CLIENT and HMG agree that all disputes shall first be negotiated between senior officers of CLIENT and HMG for up to thirty (30) days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or HMG may seek a resolution in Clinton County Circuit Court within 180 days of the conclusion of mediation.

11. Timeliness of Performance: HMG will begin work under the Agreement upon receipt of a fully executed copy of the Agreement. CLIENT and HMG are aware that many factors outside HMG's control may affect its ability to complete the services to be provided under the Agreement. HMG will perform these services with reasonable diligence and expediency consistent with sound professional practices.

12. Suspension: CLIENT or HMG may suspend all or a portion of the work under the Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or HMG make normal progress of the work impossible. HMG may suspend work in the event CLIENT does not pay invoices when due, and HMG shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds ninety (90) days, HMG shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

13. Termination: If either party defaults in performing any of the terms or provisions of the Agreement and continues in default for a period of fifteen (15) days after written notice thereof, the party not in default shall have the right to immediately terminate the Agreement. The non-defaulting party shall be entitled to all remedies under Illinois law at the time of breach, including, without limitation, the right to recover as an element of its damages, reasonable attorney's fees and court costs.

14. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media prepared by HMG and/or any subconsultant pursuant to the Agreement are instruments of its services for use solely with respect to this Project. HMG and/or any subconsultant shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by HMG will be at CLIENT's sole risk, and without liability to HMG, and CLIENT shall indemnify and hold harmless HMG or any subconsultant from all claims, damages, losses, and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle HMG to further compensation at rates to be agreed upon by CLIENT and HMG.

15. Subcontracting: HMG shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

16. Third Party Beneficiaries: Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HMG, except as expressly provided herein. HMG's services under the Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against HMG because of the Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither HMG nor CLIENT shall have any obligation to indemnify each other from third party claims, except as expressly provided herein. CLIENT and HMG

agree to require a similar provision in all contracts with construction contractors and subconsultants, vendors, and other entities involved in the Project to carry out the intent of this provision.

17. Right of Entry: CLIENT shall provide for HMG's and/or any subconsultant's right to enter property owned by CLIENT and/or others in order for HMG and/or any subconsultant to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of the Agreement unless explicitly so provided.

18. Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT's site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. HMG's and/or any subconsultant's application of its present judgment will be subject to factors outlined in (1) and (2) above. CLIENT waives any claim against HMG and/or any subconsultant and agrees to indemnify and hold HMG and/or any subconsultant harmless from any claim or liability for injury or loss which may arise as a result of alleged contamination caused by any site exploration. CLIENT further agrees to compensate HMG and/or any subconsultant for any time spent or expenses incurred by HMG and/or any subconsultant in defense of any such claim, in accordance with HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy.

19. Authority and Responsibility: CLIENT agrees that HMG and any subconsultant shall not guarantee the work of any construction contractor or construction subconsultant, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

20. Electronic Files Transfer:

- (a) HMG may prepare electronic files which contain machine-readable information or certain information for a project ("Project Files"). CLIENT may request Project Files to facilitate CLIENT's understanding of the project. The Parties recognize that the Project Files are subject to alteration, either intentionally or unintentionally, due to, among other causes, transmission, conversion, media degradation, software error or human error. The Parties further understand that the transfer of Project Files from the system and format used by HMG to an alternate system or format cannot be accomplished without the introduction of anomalies and/or errors.
- (b) Upon request, HMG will supply Project Files to CLIENT upon the express terms and conditions set forth herein:
 - (i) The Project Files may not be used for any purpose not related specifically to the CLIENT's project. Use of these files for development of other projects; additions to the project, or duplication of the project at any location is expressly prohibited.
 - (ii) The Project Files are provided for information purposes only and are not intended as an end product. The Project Files may be a work in process, and HMG is under no obligation to provide CLIENT with any updated version(s) of the Project Files.
 - (iii) CLIENT acknowledges and understands that the Project Files may not reflect all data contained in the contract documents, addenda, or other pertinent contract-related documents. CLIENT acknowledges and understands that the Project Files may contain data which is not included in the contract documents.

21. Discovery of Unanticipated Hazardous Substances or Pollutants:

Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and HMG and/or any subconsultant agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and HMG and/or any subconsultant also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for HMG and/or any subconsultant to take immediate measures to protect human health and safety, and/or the environment. HMG and/or any subconsultant agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages HMG and/or any subconsultant to take any and all measures that in HMG's and/or any subconsultant's professional opinion are justified to preserve and protect the health and safety of HMG's and/or any subconsultant's personnel and the public, and/or the environment, and CLIENT agrees to compensate HMG and/or any subconsultant for the additional cost of such measures. In addition, CLIENT waives any claim against HMG and/or any subconsultant and agrees to indemnify and hold HMG and/or any subconsultant harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate HMG and/or any subconsultant for any time spent and expenses incurred by HMG and/or any subconsultant in defense of any such claim, with such compensation to be based upon HMG's and/or any subconsultant's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that HMG and/or any subconsultant has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will HMG and/or any subconsultant act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

22. Job Site: CLIENT agrees that services performed by HMG and/or any subconsultant during construction will be limited to providing observation of the progress of the work and to address questions by CLIENT's representative concerning conformance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the construction contractor's or construction subconsultant's performance. HMG and/or any subconsultant will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. HMG and/or any subconsultant will not be responsible for construction contractor's or construction subconsultant's obligation to carry out the work according to the Contract Documents. HMG and/or any subconsultant will not be considered an agent of CLIENT and will not have authority to direct construction contractor's or construction subconsultant's work or to stop work.

23. Shop Drawing Review: CLIENT agrees that HMG and/or any subconsultant shall review shop drawings and/or submittals solely for their general conformance with HMG's and/or any subconsultant's design concept and general conformance with information given in the Contract Documents. HMG and/or any subconsultant shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the construction contractor's or construction subconsultant's responsibility. The construction contractor or construction subconsultant will be responsible for dimensions, lengths, elevations, and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT represents that the construction contractor and construction subconsultant shall be made aware by CLIENT of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to HMG and/or any subconsultant.

24. Consequential Damages: Notwithstanding any other provision of the Agreement, and to the fullest extent permitted by law, neither CLIENT nor HMG, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to the Project or Services performed under this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HMG shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Project.

25. Personal Liability: It is intended by the parties to the Agreement that HMG's services in connection with the Project shall not subject HMG's individual employees, officers, or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against "HMG Engineers, Inc., an Illinois corporation," and not against any of HMG's individual employees, officers, or directors.

26. General Insurance and Limitation: HMG is covered by commercial general liability insurance, automobile liability insurance and workers compensation insurance with limits which HMG considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by HMG. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

27. Professional Liability Insurance and Limitation: HMG is covered by professional liability insurance for its professional acts, errors, and omissions, with limits which HMG considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, HMG agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from errors or omissions by HMG that exceed the industry standard of care for the services provided. HMG shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. HMG shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HMG has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that HMG has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

28. ADDITIONAL LIMITATION: IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HMG, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES THAT FOR THE COMPENSATION HEREIN PROVIDED, HMG CANNOT EXPOSE ITSELF TO DAMAGES DISPROPORTIONATE TO THE NATURE AND SCOPE OF HMG'S SERVICES OR THE COMPENSATION PAYABLE TO IT HEREUNDER. THEREFORE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF HMG TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACTS, ERRORS OR OMISSIONS OF HMG IN PERFORMING PROFESSIONAL SERVICES SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO HMG BY CLIENT UNDER THE AGREEMENT, WHICHEVER IS GREATER

("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST HMG, OTHER THAN THOSE DESCRIBED IN THE PREVIOUS SENTENCE, AND (II) ANY LIABILITY OF HMG IN EXCESS OF THE LIMITATION. IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN AND FOR OTHER SEPARATE, VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, CLIENT ACKNOWLEDGES AND AGREES THAT (I) BUT FOR THE LIMITATION, HMG WOULD NOT HAVE PERFORMED THE SERVICES, (II) CLIENT HAS HAD THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE LIMITATION AS PART OF AN "ARMS-LENGTH" TRANSACTION, (III) THE LIMITATION AMOUNT MAY BE LESS THAN THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE REQUIRED OF HMG UNDER THE AGREEMENT, (IV) THE LIMITATION IS MERELY A LIMITATION OF, AND NOT AN EXCULPATION FROM, HMG'S LIABILITY AND DOES NOT IN ANY WAY OBLIGATE CLIENT TO DEFEND, INDEMNIFY OR HOLD HARMLESS HMG, (V) THE LIMITATION IS AN AGREED REMEDY, AND (VI) THE LIMITATION AMOUNT IS NEITHER NOMINAL NOR A DISINCENTIVE TO HMG PERFORMING THE SERVICES IN ACCORDANCE WITH THE STANDARD OF CARE.

29. Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by HMG and/or any subconsultant to subpoenas issued by any party other than HMG and/or any subconsultant in conjunction with the services performed under the Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

30. Statutes of Repose and Limitation: All legal causes of action between the parties to the Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HMG's services are completed or terminated.

31. Severability: If any term or provision of the Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of the Agreement shall remain in full force and effect.

32. Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

33. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to the Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

34. Governing Law: The Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois without regard to conflict of law principles.

35. Attachments: The following documents are attached and incorporated into the Agreement:

- (a) HMG Rate Schedule
- (b) Supplementary Conditions, as necessary

END OF STANDARD CONDITIONS



2023 RATE SCHEDULE (EFFECTIVE JANUARY 1, 2023)

CLASSIFICATION	RATE/HR
Senior Principal	\$229.00
Principal.....	\$214.00
Vice President/Senior Project Manager.....	\$175.00 – \$190.00
Senior Engineer	\$130.00 – \$170.00
Engineer	\$90.00 – \$130.00
Engineering Technician.....	\$65.00 – \$140.00
CAD Designer.....	\$60.00 – \$110.00
Professional Land Surveyor	\$120.00 – \$140.00
GIS Analyst.....	\$100.00 – \$140.00
Survey Technician.....	\$70.00 – \$100.00
Administrative Support.....	\$60.00 – \$80.00
Engineer Intern.....	\$60.00
Expert Consulting & Testimony.....	2x Rate

Billing rates include direct payroll, payroll burden, indirect overhead, and fixed fee (profit). Actual rates billed will be based on direct payroll rates for specific staff assigned to the project. Rates shown represent the range of rates for those classifications.

DIRECT COSTS	RATE
Automobile Mileage.....	Current IRS rate/mile
Travel/Lodging/Per Diem (if required by Client)	At Cost
In-House Water/Wastewater Laboratory Analysis	Cost of consumables + 10%
Subconsultants	Cost + 10%
Other specific direct expenses required by the Project shall be as described in the Agreement.	

Corporate Office
9360 Holy Cross Lane
Breese, IL 62230

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303 N. Hershey Road, Suite D3
Bloomington, IL 61704

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605 Market Street
Metropolis, IL 62960

Mundelein Office
975 Campus Drive
Mundelein, IL 60060

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1032 N. 6th Street
Murphysboro, IL 62966

888-HMG-ENGR
www.hmgengineers.com

SUPPLEMENTARY CONDITIONS

SC.1.0 Illinois Environmental Protection Agency Public Water Supply Loan Program Provisions

A. Federal Requirements

1. Agency Concurrence. Signature of a duly authorized representative of Agency in the space provided on the signature page hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements.
2. Audit and Access to Records. For all negotiated contracts and negotiated modifications (except those of \$10,000 or less), Owner, Agency, the Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
3. Restrictions on Lobbying. Engineer and each Consultant shall comply with Restrictions on Lobbying (Public Law 101-121, Section 319) as supplemented by applicable Agency regulations. This Law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
4. Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner.

B. Illinois Environmental Protection Agency Public Water Supply Loan Program required contract language (IL Adm. Code 662.630, Subsections (a)(2)(B) through (E)) is hereby added to the agreement:

1. (B) Books, records, documents and other evidence directly pertinent to performance of PWSLP loan work under this agreement shall be maintained in accordance with Generally Accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
2. (C) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
3. (D) All information and reports resulting from access to records pursuant to subsection (a)(2)(B) shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.
4. (E) Records under subsection (a)(2)(B) shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes) of this Subpart or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim, or exception.

C. In accordance with PWSLP requirements, the following covenant against contingent fees clause (IL Adm. Code 662.630, Subsection (a)(3)) is hereby added to the agreement:

1. (3) The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

D. Illinois Environmental Protection Agency Public Water Supply Loan Program required contract language is hereby added to the agreement:

1. Nondiscrimination Clause: The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
2. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program Rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the Engineer acknowledges that the fair share percentages are 5% for MBEs and 12% for WBEs.
3. The duration of this Agreement shall be through the Construction Phase of the project.

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of the Reappointment of Mr. Dan Kennedy
as Secretary/Treasurer to the Waterloo Cemetery Board for a Three-Year Term to
Expire 04-01-26.

3. Relief or action to be requested:

Approval of Reappointment.

4. Submittal date: 04-13-23

Submitted by:

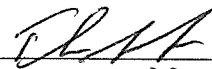
Mayor Tom Smith

DISPOSITION

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

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

 Matter referred to



Mayor

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of the Reappointment of Ms. Jean Jung as
Trustee to the Waterloo Cemetery Board for a Three-Year Term to Expire 04-01-26.

3. Relief or action to be requested:

Approval of Reappointment.

4. Submittal date: 04-13-23

Submitted by:

Mayor Tom Smith

DISPOSITION

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

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

 Matter referred to



Mayor

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Special Event Permit Application from
the Monroe County Arts Alliance for a "Chalk-A-Lot" Street Art Event to be held on
Sat., Sept. 09, 2023, 8 a.m. to 6 p.m., including the closure of Mill Street between
Main and Market beginning on Fri., Sept. 08, 2023 at 5 p.m. for set-up until Sun.,
Sept. 10, 2023 at 5 p.m. for viewing.

3. Relief or action to be requested:

Approval.

4. Submittal date: Jan. 2023

Submitted by:

Marcia Braswell, President – Monroe County Arts Alliance

DISPOSITION

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

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

 Matter referred to


Mayor



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

SPECIAL EVENT PERMIT APPLICATION

Instructions to Applicant:

- The following information must be completed and submitted to the City Clerk's Office at the Waterloo City Hall.
- **Application Fee: None**
- Special Event Permit Applications **must be submitted sixty (60) days prior to the date of requested event** to allow for proper time to process with all city departments.
- All damages to property and equipment shall be billed to the applicant and shall be paid by said applicant upon receipt.
- A **Pre-Event Meeting** may be required prior to approval by City Council.

1. Event Name / Type: "Chalk-A-Lot" - A Street Art event
Location of Event: on Mill Street between Main St and Market St.

2. Set-Up
Date / Time: 9/8/2023 (Fri) : 5:00 pm Clean-Up
Date / Time: 9/9/2023 : 6:00+

3. Event Beginning
Date / Time: 9/9/2023 (Sat) : 8:00 AM Event Ending
Date / Time: 9/9/2023 : 6:00+
Run Date " 9/10/23 (Sun) " →

4. Organization Name: Monroe County Arts Alliance
Mailing Address: _____
Street _____ City _____ State _____ Zip _____
Phone Number: _____ Email Address: _____
Not For Profit Status: Yes X No _____ ID # 81-1062067
501(c)(3)

5. Person in Charge of Event: Marcia Braswell, Pres.
Mailing Address: _____
Street _____ City _____ State _____ Zip _____
Cell Phone Number: _____ mail Address: _____

6. Secondary Contact Person: Glen E. Lutz, Treas.
Mailing Address: _____
Street _____ City _____ State _____ Zip _____
Cell Phone Number: _____ mail Address: _____

THE FOLLOWING INFORMATION MUST BE PROVIDED BEFORE APPLICATION WILL BE PROCESSED.

A. Narrative of Event: <i>This is our "2nd Annual" Street Art event called "Chalk-A-Lot." Artists will be invited (at no cost to them) to draw "Chalk Art" on a 6ft by 10ft space to be located on Mill Street. MCAA members plan to provide entertainment throughout the day - muni band</i>	
B. Number of People Expected: <i>500??</i>	<i>- Bachelors shoppers</i>
C. Sketch Plan of Site or Route of Walk/Run (Downtown or Rogers St.) including marked locations of trash cans / dumpster, sanitary facilities, barricades and street closures. Attached <input checked="" type="checkbox"/>	<i>- Bad Light Props - M.A.S.C. - Waterloo - Green Band - etc.</i>
D. Will there be inflatable jumpers/bounce houses or amusement rides: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> • If yes, Proof of Liability Insurance must include inflatables.	
E. Liquor License information for beer sales (hours of sale and license number): <i>N/A</i>	<i>We request street remain closed Sunday 9/10-5pm</i>
F. Special Needs (i.e. Police, Street Dept., Electric - outlets, sound system): <i>1) Barricades to block off streets at Main, Market & Alky (Fri 9/8-5:00pm to Sunday 9/10-5:00pm) 2) Electric on Mill St 3) Notices posted "No Parking" after 5:00 Friday 9/8</i>	<i>Public Viewing</i>

will provide needed insurance 11 August 2023

Proof of Liability Insurance must be provided 14 days after approval or 14 days prior to the event whichever is sooner. If the event is held on City property, the City of Waterloo **must** be named as an additional insured with Comprehensive General Liability limits of not less than \$1,000,000 combined single limit, each occurrence / \$2,000,000 aggregate.

Received _____ Date _____

Special Event Organizer(s) must also provide for the sanitary collection of all refuse, litter, and garbage generated by patrons attending the event, and removal of all such waste materials from the location of the event and surrounding areas, including Courthouse trash cans if applicable, on the day of the event.

Signage: As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance.

I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of Waterloo. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

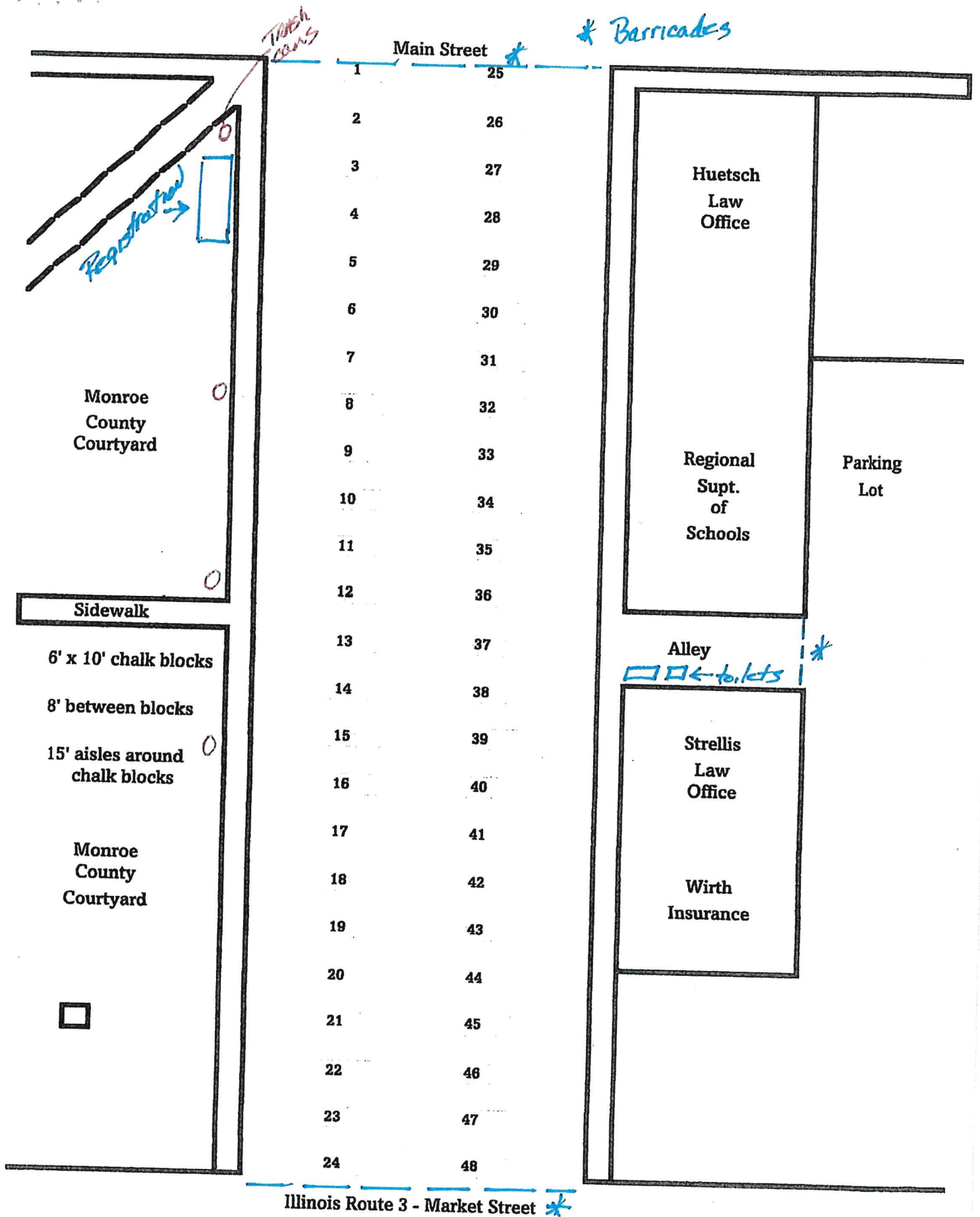
x Marcus R. Besswell 1/9/23
Signature of person in charge of event Date of Submission

For office use only

"Special Events Permits" shall go before the City Council for approval.

Approved by City Council: Yes ☐ No ☐ Date _____

Zoning Department <input type="checkbox"/>	Mayor's Office <input type="checkbox"/>	Police Department <input type="checkbox"/>
DPW / Street Department (for street closings, signalization, and detour routes) <input type="checkbox"/> / Electric Department <input type="checkbox"/>		





↑ LOGO ↑



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CC Services 1705 Towanda Ave PO Box 2020 Bloomington IL 61702-2020		CONTACT NAME: CC Services PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Monroe County Arts Alliance PO Box 17 Waterloo IL 62298-0017		INSURER(S) AFFORDING COVERAGE INSURER A: United States Liability Insurance Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2272126452

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NBP1554579F	08/09/2022	08/09/2023	EACH OCCURRENCE \$
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$				
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						PRODUCTS - COMP/OP AGG \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						Liability/Med Expenses \$ 1,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Chalk-A-Thon 9.10.22

CERTIFICATE HOLDER

CANCELLATION

Monroe County 100 S Main St Waterloo IL 62298	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Steph Houghton</i>
---	--

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Special Event Permit Application from
the Stubborn German Brewing Company for "StubbornFest" to be held Fri., Sept.
29, 2023 at 3:00 p.m. through Sat., Sept. 30, 2023 at 11:00 p.m., including the
Closure of Main Street – south of Shorty's to north of TWM beginning on Fri.,
Sept. 29, 2023 at 12 p.m. for set-up until Sun., Oct. 01, 2023 at 12 a.m. for clean-up.

3. Relief or action to be requested:

Approval.

4. Submittal date: Jan. 2023

Submitted by:


Chris & Tammy Rahn, Stubborn German Brewing Company

DISPOSITION

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

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

 Matter referred to



Mayor



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

SPECIAL EVENT PERMIT APPLICATION

Instructions to Applicant:

- The following information must be completed and submitted to the City Clerk's Office at the Waterloo City Hall.
- **Application Fee: None**
- Special Event Permit Applications **must be submitted sixty (60) days prior to the date of requested event** to allow for proper time to process with all city departments.
- All damages to property and equipment shall be billed to the applicant and shall be paid by said applicant upon receipt.
- A **Pre-Event Meeting** may be required prior to approval by City Council.

- Event Name / Type: Stubbornfest
Location of Event: 119 S Main Street
- Set-Up
Date / Time: 9/29/23 12:00pm Clean-Up 10/1/23 12:00Am
DATE TIME DATE TIME
- Event Beginning
Date / Time: 9/29/23 3:00pm Event Ending
Date / Time: 9/30/23 11:00pm
DATE TIME DATE TIME
- Organization Name: Stubborn German Brewing Company
Mailing Address: 119 S. Main Waterloo IL 62298
Street City State Zip
Phone Number _____ Email Address: Stubborn german brewing @ gmail.com
Not For Profit Status: Yes _____ No X ID # _____
- Person in Charge of Event: Tammy Rahn
Mailing Address: Same as above
Street City State Zip
Cell Phone Number: _____ Email Address: _____
- Secondary Contact Person: Chris Rahn
Mailing Address: same as above
Street City State Zip
Cell Phone Number: _____ Email Address: _____

THE FOLLOWING INFORMATION MUST BE PROVIDED BEFORE APPLICATION WILL BE PROCESSED.

A. Narrative of Event:	our annual Oktoberfest celebration with food, music, and family friendly fun, Bubble Bus included.
B. Number of People Expected:	500-1000
C. Sketch Plan of Site or Route of Walk/Run (Downtown or Rogers St.) including marked locations of trash cans / dumpster, sanitary facilities, barricades and street closures.	Attached <input checked="" type="checkbox"/>
D. Will there be inflatable jumpers/bounce houses or amusement rides:	Yes <input type="checkbox"/> No <input type="checkbox"/> • If yes, Proof of Liability Insurance must include inflatables.
E. Liquor License information for beer sales (hours of sale and license number):	#08 Beer sales from 3-11pm on Fri + 12-11pm on Sat
F. Special Needs (i.e. Police, Street Dept., Electric – outlets, sound system):	electric turned on + traffic cones to close street

Proof of Liability Insurance must be provided 14 days after approval or 14 days prior to the event whichever is sooner. If the event is held on City property, the City of Waterloo must be named as an additional insured with Comprehensive General Liability limits of not less than \$1,000,000 combined single limit, each occurrence / \$2,000,000 aggregate.

Received

Date

Will provide

Special Event Organizer(s) must also provide for the sanitary collection of all refuse, litter, and garbage generated by patrons attending the event, and removal of all such waste materials from the location of the event and surrounding areas, including Courthouse trash cans if applicable, on the day of the event.

Signage: As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance.

I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of Waterloo. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.

Tammy Palm
Signature of person in charge of event

1-5-22
Date of Submission

For office use only

"Special Events Permits" shall go before the City Council for approval.

Approved by City Council: Yes ☐ No ☐

Date _____

Zoning Department <input type="checkbox"/>	Mayor's Office <input type="checkbox"/>	Police Department <input type="checkbox"/>
DPW / Street Department (for street closings, signalization, and detour routes) <input type="checkbox"/>	/	Electric Department <input type="checkbox"/>

rest
rooms

stage

ATM

(Main Street)

food

Tables/seating

TWM

Stubborn
German

alley

Shorty's

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:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of the Natalie Estates, Phase II Final Plat.

3. Relief or action to be requested:
Approval.

4. Submittal date: 04-04-23

Submitted by: _____
Nathan Krebel, 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

THOMAS G. SMITH, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



Nathan Krebel
Zoning Administrator
Subdivision Administrator
100 West Fourth Street
Waterloo, Illinois 62298
(618) 939-8730

Memorandum

To: Mayor Smith & Aldermen
From: Nathan Krebel
Date: 4-14-2023
Re: Natalie Estates Phase 2 – Final Plat

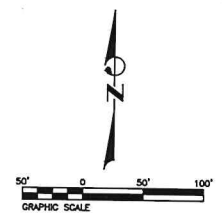
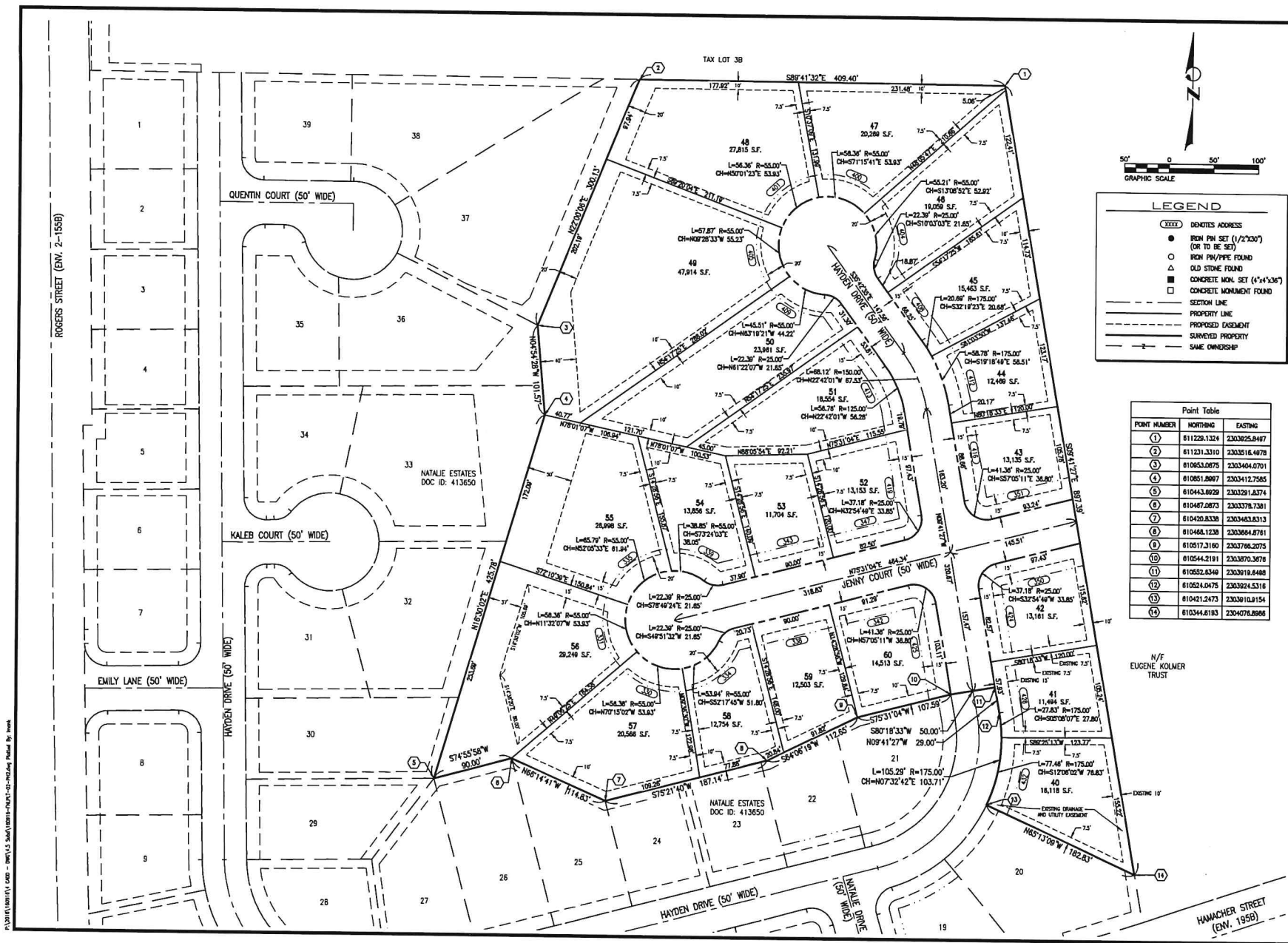
J&M Development is requesting approval from City Council to approve Natalie Estates Phase 2 final plat. This is a 21 lot extension of Natalie Estates Subdivision and this completes the development for the subdivision. All improvements have been installed per improvement plans. Subgrade field and compaction reports from SCI Engineering resulted in passing test exceeding 95% compaction for subgrade areas under streets. Sanitary sewer mains passed the mandrel and pressure test. Water mains passed the 24 hour pressure test and the March 27 & 28th water samples passed IEPA required bacteria test. Curb and street subgrade has been modified with aggregate rock to a depth of 10" (per SCI's geotechnical report), asphalt streets meet the minimum thickness of 6" (2" Surface over 4" Binder) and concrete curbing and asphalt street test have passed for compressive strength.

J&M Development has paid for the final plat fee of \$515.00, submitted a letter of credit for \$131,403.00 for the three year repair guarantee, paid \$83,301.40 for the extension of electric and \$29,787.52 for the extension of gas services.

Public Works Department reviewed and approved the final plat on March 28th. The final plat conforms to the approved preliminary plat and all lots meet minimum zoning requirements for the R-3 Zoned District. I recommend approval of Natalie Estates Phase 2 Final Plat.

Respectfully,

Nathan Krebel
Zoning/Subdivision Administrator



LEGEND

- DOKIES ADDRESS
- IRON PIN SET (1/2"x30") (OR TO BE SET)
- IRON PIN/PIPE FOUND
- OLD STONE FOUND
- CONCRETE MON. SET (4"x4"x36")
- CONCRETE MONUMENT FOUND
- SECTION LINE
- PROPERTY LINE
- PROPOSED EASEMENT
- SURVEYED PROPERTY
- SAME OWNERSHIP

Point Table

POINT NUMBER	NORTHING	EASTING
1	811229.1324	2303625.8487
2	811231.3310	2303516.4678
3	810853.0875	2303404.0701
4	810851.8897	2303412.7585
5	810443.8929	2303291.8374
6	810467.0873	2303378.7381
7	810420.8338	2303463.8313
8	810468.1238	2303684.8781
9	810517.3180	2303786.2075
10	810544.2181	2303870.3678
11	810552.8348	2303918.8468
12	810524.0475	2303924.5316
13	810421.2473	2303910.9154
14	810344.8183	2304078.8886

**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 ROAD
SWANSEA, ILLINOIS
62269
(618) 624-4488
WWW.TWM-INC.COM

PROF. LICENSE NUMBER
IL. PROF. DESIGN FIRM 184-001223
IL. PROF. ENGR. CORP. 02-035370
IL. PROF. STA. ENGR. CORP. 81-000202
IL. PROF. LAND SURV. CORP. 04-000029
MO. LAND SURVEYING CORP. 001528
TN. PROF. ENGR. FIRM 8974

SEAL

SIGNATURE:
DATE SIGNED:
LICENSE EXPIRATION:

REV.	DATE	DESCRIPTION
△		
△		
△		
△		

DRAWN BY: LEM
DESIGNED BY: LEM
CHECKED BY: MJM
APPROVED BY: MJM
PROJECT NO: D011609168

PROJECT:
FINAL PLAT
NATALIE ESTATES - PHASE 2
CITY OF WATERLOO
MONROE COUNTY
ILLINOIS

TITLE:
NORTH LOT LAYOUT

2 OF 2

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of the Purchase of the Babel X Program
from Babel Street in the amount of \$15,960.00 for the Waterloo Police Department.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-12-23

Submitted by:

Jeff Prosser, Chief of Police

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

Th. S.

Mayor

**BABEL STREET**

Document Serial # 64235c8c167ebd7eec17e23

Date: March 28, 2023
Order # 20230216.01849
REVISION #3

Customer (User):
Waterloo Police Department
301 S Main St
Waterloo, IL 62298

Babel Street Contact:
Mohamad El-Hamalawy
melhamalawy@babelstreet.com

Subscription Term: April 19, 2023 - April 18, 2024

Product	Product Code	Quantity	Total Price (USD)
Babel X	BXC-001-001	1	\$15,960.00
Total			\$15,960.00

Product Code	Product Description
BXC-001-001	Authorized User with access to five (5) Active Filters, up to 1,000 Public Records Searches, and virtual training via Babel University

Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (as defined below).

Subscription Term

The period during which Customer may access its subscription shall be the term set forth above ("Subscription Term"). For any renewal Subscription Term, such renewal Subscription Term shall begin on the calendar day immediately following expiration of either the initial Subscription Term or the then-current renewal Subscription Term, as applicable. Additional products may be purchased during the Subscription Term pursuant to an Amendment to this Order Form (an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Trial Access

At any time during the Subscription Term, Customer may request, and Babel Street may (in its sole discretion) permit, a limited number of Authorized Users to access the Application, Data Feed(s) and/or data package(s) for a limited period (the "Trial Period") to enable new or existing Authorized Users to evaluate the Application and/or new features and functionalities of the Application ("Trial Access"). Any such trial use of the Application shall be subject to the Agreement and shall not require execution of new Order Form. Notwithstanding Section 2.1 of the Terms, any Trial Access shall be solely for the purpose of evaluating whether the Application or new features/functionalities would be of beneficial use to Customer. Trial Access will be terminated and disabled by Babel Street upon expiration of the Trial Period. Sections 3 and 5, and Subsections 7.1 and 7.2, and Exhibit S, of the Terms shall not apply to any Trial Access of the Application by Customer.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form.

Renewals

Renewals are not automatic and are subject to a future Order Form ("Renewal Order Form"). A Renewal Order Form will be provided for Customer prior to the renewal date of the Subscription Term set forth per this Order Form. Renewal Order Forms are subject to annual year-over-year price escalation in Babel Street's sole discretion.



Order # 20230216.01849
REVISION #3

End User Terms

Customer agrees to be bound by the End User Subscription Terms ("Terms") found at <https://www.babelstreet.com/legal/enduserterms-c3.pdf>, which are hereby incorporated by reference in their entirety.

Online Account Access Information

Pursuant to the Terms, sharing Online Account Access Information is strictly prohibited. Should Customer require access for additional Authorized Users, additional subscriptions may be purchased under an Add-On Order Form, at the then-current rate, prorated for the additional time left in the Subscription Term.

Service Level Agreement

Unless Premium Support is otherwise purchased, the product(s) purchased per this Order Form include Babel Street's Silver Service level as further defined in the Terms.

Trademarks

Babel Street®, Babel X®, Babel BOX®, Babel Sentry®, Babel Channels®, Babel Synthesis®, Babel OASIS®, Locate X®, Babel University®, "Decipher Your World®" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby certifies that (i) the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, and (ii) the individual signing below has the legal authority to bind the Customer.

No Conflicting Terms

Babel Street's receipt of a purchase order from Customer based on this Order Form is subject to, and contingent upon, Customer's express agreement to the Terms. Any purchase order shall be for Customer's internal and/or reference purposes only. Babel Street expressly rejects any and all terms in any such purchase order, regardless of the date of such purchase order. In addition to the foregoing, by logging into the Application, Customer reaffirms the inapplicability of any and all terms of a Customer purchase order, even if such purchase order has been signed by the parties hereto.

This Order Form is valid through April 19, 2023.

Additional Terms:

Babel Street, Inc.

Waterloo Police Department

Name: _____

Name: Shaun wiegand

Title: _____

Title: Police officer

Signature: _____

Signature: _____

"Effective Date": _____

Date: _____


BABEL STREET

Document Serial # 64235c8c167ebed7eec17e23

Date: March 28, 2023
Order # 20230216.01849
REVISION #3

Customer (User):
 Waterloo Police Department
 301 S Main St
 Waterloo, IL 62298

Babel Street Contact:
 Mohamad El-Hamalawy
 melhamalawy@babelstreet.com

Subscription Term: April 19, 2023 - April 18, 2024

Product	Product Code	Quantity	Total Price (USD)
Babel X	BXC-001-001	1	\$15,960.00
Total			\$15,960.00

Product Code	Product Description
BXC-001-001	Authorized User with access to five (5) Active Filters, up to 1,000 Public Records Searches, and virtual training via Babel University

Terms and Conditions

All capitalized terms used in this Order Form but not defined herein shall have the meaning given to such terms in the Babel Street End User Subscription Terms (as defined below).

Subscription Term

The period during which Customer may access its subscription shall be the term set forth above ("Subscription Term"). For any renewal Subscription Term, such renewal Subscription Term shall begin on the calendar day immediately following expiration of either the initial Subscription Term or the then-current renewal Subscription Term, as applicable. Additional products may be purchased during the Subscription Term pursuant to an Amendment to this Order Form (an "Add-On Order Form"). Any such additional products shall be coterminous with the original Subscription Term.

Trial Access

At any time during the Subscription Term, Customer may request, and Babel Street may (in its sole discretion) permit, a limited number of Authorized Users to access the Application, Data Feed(s) and/or data package(s) for a limited period (the "Trial Period") to enable new or existing Authorized Users to evaluate the Application and/or new features and functionalities of the Application ("Trial Access"). Any such trial use of the Application shall be subject to the Agreement and shall not require execution of new Order Form. Notwithstanding Section 2.1 of the Terms, any Trial Access shall be solely for the purpose of evaluating whether the Application or new features/functionalities would be of beneficial use to Customer. Trial Access will be terminated and disabled by Babel Street upon expiration of the Trial Period. Sections 3 and 5, and Subsections 7.1 and 7.2, and Exhibit S, of the Terms shall not apply to any Trial Access of the Application by Customer.

Fees

All Fees and expenses are quoted and invoiced in U.S. Dollars unless otherwise specified in this Order Form. All invoiced amounts are due and payable in advance by Customer. Fees are exclusive of any taxes, assessments or duties that may be assessed upon the Application or any Support provided under this Agreement, including, without limitation, sales, use, excise, value added (VAT), goods and services taxes (GST), personal property, electronic/Internet commerce, export, import, withholding taxes, and third-party fees. Customer is responsible for directly paying any such taxes assessed against it, and Customer will promptly reimburse Babel Street for any such taxes payable or collectible by Babel Street. Such taxes do not include taxes based upon Babel Street's income. Tax exemption certificates or reseller certificates, if any, must be submitted at the time Customer signs an Order Form.

Renewals

Renewals are not automatic and are subject to a future Order Form ("Renewal Order Form"). A Renewal Order Form will be provided for Customer prior to the renewal date of the Subscription Term set forth per this Order Form. Renewal Order Forms are subject to annual year-over-year price escalation in Babel Street's sole discretion.

**BABEL STREET**

Order # 20230216.01849

REVISION #3

End User Terms

Customer agrees to be bound by the End User Subscription Terms ("Terms") found at <https://www.babelstreet.com/legal/enduserterms-c3.pdf>, which are hereby incorporated by reference in their entirety.

Online Account Access Information

Pursuant to the Terms, sharing Online Account Access Information is strictly prohibited. Should Customer require access for additional Authorized Users, additional subscriptions may be purchased under an Add-On Order Form, at the then-current rate, prorated for the additional time left in the Subscription Term.

Service Level Agreement

Unless Premium Support is otherwise purchased, the product(s) purchased per this Order Form include Babel Street's Silver Service level as further defined in the Terms.

Trademarks

Babel Street®, Babel X®, Babel BOX®, Babel Sentry®, Babel Channels®, Babel Synthesis®, Babel OASIS®, Locate X®, Babel University®, "Decipher Your World®" and the Babel Logos are the proprietary trademarks of Babel Street, Inc.

Authority

By executing this Order Form, the undersigned hereby certifies that (i) the information provided by or on behalf of Customer in order to obtain the pricing set forth herein is accurate and complete, and (ii) the individual signing below has the legal authority to bind the Customer.

No Conflicting Terms

Babel Street's receipt of a purchase order from Customer based on this Order Form is subject to, and contingent upon, Customer's express agreement to the Terms. Any purchase order shall be for Customer's internal and/or reference purposes only. Babel Street expressly rejects any and all terms in any such purchase order, regardless of the date of such purchase order. In addition to the foregoing, by logging into the Application, Customer reaffirms the inapplicability of any and all terms of a Customer purchase order, even if such purchase order has been signed by the parties hereto.

This Order Form is valid through April 19, 2023.

Additional Terms:**Babel Street, Inc.****Waterloo Police Department**

Name: _____

Name: Shaun Wiegand

Title: _____

Title: Police officer

Signature: _____

Signature: _____

"Effective Date": _____

Date: _____

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for
Equipment as Listed in the Attached Quote for the Amount of \$4,117.00 for the
Waterloo Police Department.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-12-23

Submitted by:

Jeff Prosise, Chief of Police

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-467548-45009.830MM

Issued: 03/24/2023

Quote Expiration: 04/15/2023

Estimated Contract Start Date: 05/15/2023

Account Number: 116461

Payment Terms: N30

Delivery Method:



SHIP TO

Delivery; Invoice-301 S Main St
301 S Main St
Waterloo, IL 62298-1381
USA

BILL TO

Waterloo Police Dept. - IL
301 S Main St
Waterloo, IL 62298-1381
USA
Email:

SALES REPRESENTATIVE

Matthew Moore
Phone: (480) 905-2068
Email: mmoore@axon.com
Fax: (480) 905-2068

PRIMARY CONTACT

Jeff Prorise
Phone: 618-939-3377
Email: jprorise@waterloo.il.us
Fax: (618) 939-8587

Quote Summary

Program Length	60 Months
TOTAL COST	\$4,117.00
ESTIMATED TOTAL W/ TAX	\$4,117.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$4,117.00	\$0.00	\$4,117.00
Total	\$4,117.00	\$0.00	\$4,117.00

Quote Unbundled Price:	\$4,117.00
Quote List Price:	\$4,117.00
Quote Subtotal:	\$4,117.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	2			\$121.80	\$121.80	\$243.60	\$0.00	\$243.60
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS	4			\$41.65	\$41.65	\$166.60	\$0.00	\$166.60
11003	YELLOW X26P CEW, HANDLE	2			\$1,342.00	\$1,342.00	\$2,684.00	\$0.00	\$2,684.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	2			\$85.10	\$85.10	\$170.20	\$0.00	\$170.20
A la Carte Warranties									
80398	EXT WARRANTY, X26P HANDLE	2	49		\$8.70	\$8.70	\$852.60	\$0.00	\$852.60
Total							\$4,117.00	\$0.00	\$4,117.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	11003	YELLOW X26P CEW, HANDLE	2	04/15/2023
A la Carte	11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	2	04/15/2023
A la Carte	22190	25 FT STANDARD CARTRIDGE, X26/X26P NS	4	04/15/2023
A la Carte	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	2	04/15/2023

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80398	EXT WARRANTY, X26P HANDLE	2	04/15/2024	05/14/2028

Payment Details

Apr 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11003	YELLOW X26P CEW, HANDLE	2	\$2,684.00	\$0.00	\$2,684.00
Invoice Upon Fulfillment	11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	2	\$170.20	\$0.00	\$170.20
Invoice Upon Fulfillment	22190	25 FT STANDARD CARTRIDGE, X26/X26P NS	4	\$166.60	\$0.00	\$166.60
Invoice Upon Fulfillment	70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	2	\$243.60	\$0.00	\$243.60
Invoice Upon Fulfillment	80398	EXT WARRANTY, X26P HANDLE	2	\$852.60	\$0.00	\$852.60
Total				\$4,117.00	\$0.00	\$4,117.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

3/24/2023

Date Signed



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:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for
Body Camera Equipment as Listed in the Attached Quote for the Amount of
\$5,630.52 for the Waterloo Police Department.

3. Relief or action to be requested:
Approval.

4. Submittal date: 04-12-23

Submitted by: _____
Jeff Prosise, Chief of Police

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-469372-45009.545MM

Issued: 03/24/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 05/15/2023

Account Number: 116461

Payment Terms: N30

Delivery Method:



SHIP TO	BILL TO
Delivery: Invoice-301 S Main St 301 S Main St Waterloo, IL 62298-1381 USA	Waterloo Police Dept. - IL 301 S Main St Waterloo, IL 62298-1381 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Jeff Prorise Phone: 618-939-3377 Email: jprorise@waterloo.il.us Fax: (618) 939-8587

Quote Summary

Program Length	38 Months
TOTAL COST	\$5,630.52
ESTIMATED TOTAL W/ TAX	\$5,630.52

Discount Summary

Average Savings Per Year	(\$38.20)
TOTAL SAVINGS	(\$120.98)

Payment Summary

Date	Subtotal	Tax	Total
Apr 2023	\$2,211.88	\$0.00	\$2,211.88
Jun 2024	\$1,709.32	\$0.00	\$1,709.32
Jun 2025	\$1,709.32	\$0.00	\$1,709.32
Total	\$5,630.52	\$0.00	\$5,630.52

Quote Unbundled Price:	\$5,509.54
Quote List Price:	\$5,714.74
Quote Subtotal:	\$5,630.52

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
BWCamTAP	Body Worn Camera TAP Bundle	2	38	\$29.15	\$31.85	\$31.85	\$2,420.60	\$0.00	\$2,420.60
A la Carte Hardware									
11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	2			\$29.95	\$0.00	\$0.00	\$0.00	\$0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	4			\$1.00	\$1.00	\$4.00	\$0.00	\$4.00
75015	SIGNAL SIDEARM KIT	2			\$249.00	\$249.00	\$498.00	\$0.00	\$498.00
AB3C	AB3 Camera Bundle	2			\$749.00	\$749.00	\$1,498.00	\$0.00	\$1,498.00
A la Carte Software									
BasicLicense	Basic License Bundle	2	38		\$16.24	\$15.92	\$1,209.92	\$0.00	\$1,209.92
Total							\$5,630.52	\$0.00	\$5,630.52

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	3	04/15/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	04/15/2023
A la Carte	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	2	04/15/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	4	04/15/2023
A la Carte	75015	SIGNAL SIDEARM KIT	2	04/15/2023
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	2	06/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2	05/15/2023	07/14/2026
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	2	05/15/2023	07/14/2026

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	05/15/2023	07/14/2026

Payment Details

Apr 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW	11703	MINI MOLLE MOUNT, AXON RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
Upfront HW	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	4	\$4.00	\$0.00	\$4.00
Upfront HW	75015	SIGNAL SIDEARM KIT	2	\$498.00	\$0.00	\$498.00
Year 1	AB3C	AB3 Camera Bundle	2	\$499.44	\$0.00	\$499.44
Year 1	BasicLicense	Basic License Bundle	2	\$403.40	\$0.00	\$403.40
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	2	\$807.04	\$0.00	\$807.04
Total				\$2,211.88	\$0.00	\$2,211.88

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AB3C	AB3 Camera Bundle	2	\$499.28	\$0.00	\$499.28
Year 2	BasicLicense	Basic License Bundle	2	\$403.26	\$0.00	\$403.26
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	2	\$806.78	\$0.00	\$806.78
Total				\$1,709.32	\$0.00	\$1,709.32

Jun 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AB3C	AB3 Camera Bundle	2	\$499.28	\$0.00	\$499.28
Year 3	BasicLicense	Basic License Bundle	2	\$403.26	\$0.00	\$403.26
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	2	\$806.78	\$0.00	\$806.78
Total				\$1,709.32	\$0.00	\$1,709.32

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/24/2023



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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Purchase from Axon Enterprise, Inc. for In-Car Video Equipment as Listed in the Attached Quote for the Amount of \$14,906.88 for the Waterloo Police Department.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-12-23

Submitted by:

Jeff Prosise, Chief of Police

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

DLH

Mayor



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-469390-45009.547MM

Issued: 03/24/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 07/15/2023

Account Number: 116461

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery; Invoice-301 S Main St 301 S Main St Waterloo, IL 62298-1381 USA	Waterloo Police Dept. - IL 301 S Main St Waterloo, IL 62298-1381 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068	Jeff Prorise Phone: 618-939-3377 Email: jprorise@waterloo.il.us Fax: (618) 939-8587

Quote Summary

Program Length	36 Months
TOTAL COST	\$14,906.88
ESTIMATED TOTAL W/ TAX	\$14,906.88

Discount Summary

Average Savings Per Year	\$2,001.84
TOTAL SAVINGS	\$6,005.52

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$7,464.97	\$0.00	\$7,464.97
Jun 2024	\$3,720.97	\$0.00	\$3,720.97
Jun 2025	\$3,720.94	\$0.00	\$3,720.94
Total	\$14,906.88	\$0.00	\$14,906.88

Quote Unbundled Price:	\$20,912.40
Quote List Price:	\$14,906.88
Quote Subtotal:	\$14,906.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	FLEET 3 BUNDLE TRUE UP	2	24		\$78.00	\$78.00	\$3,744.00	\$0.00	\$3,744.00
Fleet3B	Fleet 3 Basic	2	36	\$238.45	\$155.04	\$155.04	\$11,162.88	\$0.00	\$11,162.88
Total							\$14,906.88	\$0.00	\$14,906.88

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	06/15/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	2	06/15/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	06/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	06/15/2023
Fleet 3 Basic	72048	FLEET SIM INSERTION, ATT	2	06/15/2023

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	2	07/15/2023	07/14/2026
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	4	07/15/2023	07/14/2026

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	2	07/15/2023	07/14/2026
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	06/15/2024	07/14/2026

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
True Up	80460	FLEET 3 BUNDLE TRUE UP	2	\$3,744.00	\$0.00	\$3,744.00
Year 1	Fleet3B	Fleet 3 Basic	2	\$3,720.97	\$0.00	\$3,720.97
Total				\$7,464.97	\$0.00	\$7,464.97

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	2	\$3,720.97	\$0.00	\$3,720.97
Total				\$3,720.97	\$0.00	\$3,720.97

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	2	\$3,720.94	\$0.00	\$3,720.94
Total				\$3,720.94	\$0.00	\$3,720.94

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/24/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Waterloo Police Dept. - IL the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Huebner Concrete as Low Bidder in the
Amount of \$238,726.60 for the 2023 Street, Curb & Sidewalk Improvement
Program as Bid on 04-12-23 at 9:00 a.m.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-13-23

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: 2023 STREET, CURB & SIDEWALK IMPROVEMENT PROGRAM

BID OPENING DATE: April 12, 2023 9:00 A.M.

NAME OF BIDDER:

AMOUNT OF BID:

- | | |
|----------------------------|----------------------|
| 1. <u>Heuke Excavating</u> | \$ <u>253,762.50</u> |
| 2. <u>Huebner</u> | \$ <u>238,726.60</u> |
| 3. _____ | \$ _____ |
| 4. _____ | \$ _____ |
| 5. _____ | \$ _____ |

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:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of the Kilian Corporation as Low Bidder in
the Amount of \$418,559.65 for the Waterloo Downtown Resurfacing Project as Bid
on 04-12-23 at 1:00 p.m.


3. Relief or action to be requested:
Approval.

4. Submittal date: 04-13-23

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



April 13, 2023

City of Waterloo
100 West Fourth Street
Waterloo, IL 62298

Attn: Mr. Tim Birk

Re: Waterloo Downtown Resurfacing

Dear Mr. Birk,

Enclosed is a copy of the bid tabulation for the referenced project. The bid opening occurred on April 12, 2023, at 1:00 p.m. at City Hall. Three contractors obtained bidding documents for the project, and two proposals were received. The Kilian Corporation was the apparent low bidder with a bid price of \$418,559.65, below our initial engineer's estimate.

After processing the proposal documents, we recommend awarding the project to The Kilian Corporation for the bid amount of \$418,559.65.

Upon award, we will notify The Kilian Corporation of the award and send the contract documents (contract, contract bond and request for insurance) for execution. Upon receipt of the executed contract documents, we will review them, and if all is acceptable, we will send them for execution by the City. Once contracts have been executed by both parties, we will issue a Notice to Proceed.

If you have any questions on the information submitted, I can be reached at (618)577-2250 or via email at bratermann@hmgengineers.com.

Very truly yours,
HMG Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Brandon Ratermann", is written over a horizontal line.

Brandon Ratermann, P.E., PTOE
Vice President
Transportation Engineering



2023 Waterloo Downtown Resurfacing
N/A
City of Waterloo
April 12, 2023 @ 1:00
8451

BID TABULATION

Rooters Asphalt
350 Carter Street
Beckemeyer, IL 62219

Kilian Corporation
608 S Independence Street
Mascoutah, IL 62258

Christ Brothers
Asphalt
820 S Fritz Street
Lebanon, IL 62254

Pay Item #	Item	Quantity	Unit	Unit Price	Unit Price	Unit Price	Unit Price
40600990	TEMPORARY RAMP	157	SQ YD		\$ 0.01	\$ 0.01	
40604000	HMA SURFACE COURSE, IL-9.5FG MIX "C", N50	2503	TON		\$ 112.00	\$ 119.87	
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2"	29794	SQ YD		\$ 2.20	\$ 4.81	
60300305	FRAMES AND LIDS TO BE ADJUSTED	9	EACH		\$ 440.00	\$ 250.00	
67100100	MOBILIZATION	1	L SUM		\$ 17,770.00	\$ 16,218.00	
78000100	THERMO PVMT MARKING - LETTERS & SYMBOLS	40.3	SQ FT		\$ 43.75	\$ 12.00	
78000200	THERMOMPLASTIC PAVEMENT MARKING - LINE 4"	8885	FOOT		\$ 2.55	\$ 2.50	
78000600	THERMOMPLASTIC PAVEMENT MARKING - LINE 12"	2284	FOOT		\$ 8.10	\$ 10.00	
701-1	TRAFFIC CONTROL AND PROTECTION	1	L SUM		\$ 8,025.00	\$ 12,437.00	
PROJECT COST	DENOTES LOW BIDDER AFTER BID PROCESSING				\$ 418,559.65	\$ 519,786.42	

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Korte & Luitjohan Contractors, Inc. as
Low Bidder in the Amount \$15,988,500.00 for the Water Treatment Facilities
Project as Bid on 04-12-23 at 2:00 p.m.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-13-23

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



April 13, 2023

Tom Smith - Mayor
City of Waterloo
100 West 4th Street
Waterloo, Illinois 62298

Re: Waterloo, Illinois
Water Treatment Facilities

Dear Mayor Smith:

Bids were opened for the subject project on April 12, 2023, and four bids were received. A copy of the bid tabulation is attached. Korte & Luitjohan Contractors, Inc. of Highland, Illinois was the low bidder. Due to the work that Korte & Luitjohan Contractors have performed on HMG's projects in the past it is recommended that the City award the contract to them for a total of \$15,988,500.00.

Please find attached three (3) copies of the Notice of Intent to Award for execution. If the City awards the proposed project to Korte & Luitjohan Contractors, please return two (2) executed copies of the Notice of Intent to Award to my attention.

Should you have any questions please do not hesitate to contact me at (618) 526-9611 or jwieter@hmgengineers.com.

Best Regards,

HMG ENGINEERS, INC.



John A. Wieter, P.E.

Encl.

CC: Tim Birk
File 7895

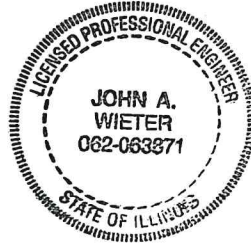
BID TABULATION

Project: Waterloo Water Treatment Facilities
HMG No.: 7895.01
Bid Date: April 12, 2023

				Korte & Luitjohan Contractors, Inc. 12052 Highland Road Highland, IL 62249	River City Construction, LLC 101 Hoffer Lane East Peoria, IL 61611	Contegra Construction Company 22 Gateway Commerce Center Dr Edwardsville, IL 62025
Item No.	Description	Quantity	Unit	Amount	Amount	Amount
1	Base Bid	1	LS	\$15,988,500.00	\$16,565,000.00	\$16,695,000.00

Certified to be an accurate tabulation of bids.

John A. Wieter, P.E.
Licensed Professional Engineer in Illinois
License No. 062-063871
License Expires November 30, 2023



NOTICE OF INTENT TO AWARD

To: Korte & Luitjohan Contractors, Inc.

12052 Highland Road

Highland, IL 62249

Project Description: Water Treatment Facilities for the City of Waterloo, Illinois

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated MARCH 2023 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$15,988,500.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Waterloo, Illinois

OWNER

By: _____

Title: 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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Haier Plumbing & Heating, Inc. as Low
Bidder in the Amount of \$11,310,660.26 for the Water Transmission Facilities
Project as Bid on 04-12-23 at 2:30 p.m.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-13-23

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



April 13, 2023

Tom Smith - Mayor
City of Waterloo
100 West 4th Street
Waterloo, Illinois 62298

Re: Waterloo, Illinois
Water Transmission Facilities

Dear Mayor Smith:

Bids were opened for the subject project on April 12, 2023, and two bids were received. A copy of the bid tabulation is attached. Haier Plumbing & Heating, Inc. from Okawville, Illinois was the low bidder. Due to the work that Haier Plumbing & Heating have performed on HMG's projects in the past it is recommended that the City award the contract to them for a total of \$11,310,660.26.

Please find attached three (3) copies of the Notice of Intent to Award for execution. If the City awards the proposed project to Haier Plumbing & Heating, please return two (2) executed copies of the Notice of Intent to Award to my attention.

Should you have any questions please do not hesitate to contact me at (618) 526-9611 or jwieter@hmgengineers.com.

Best Regards,

HMG ENGINEERS, INC.



John A. Wieter, P.E.

Encl.

CC: Tim Birk
File 7895

BID TABULATION

Project: Waterloo Water Transmission Facilities
HMG No.: 7895.02
Bid Date: April 12, 2023

				Haier Plumbing & Heating, Inc. 301 N Elkton St. PO Box 400 Okawville, IL 62271		Kamadulski Excavating & Grading 4336 Highway 162 Granite City, IL 62040	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	3" Sch 40 PVC Drain Line	55	L.F.	\$ 20.00	\$ 1,100.00	\$ 17.00	\$ 935.00
2	8" DIP Water Main	18	L.F.	\$ 90.00	\$ 1,620.00	\$ 195.00	\$ 3,510.00
3	10" HDPE DR9 Raw Water Main	317	L.F.	\$ 48.00	\$ 15,216.00	\$ 47.75	\$ 15,136.75
4	14" DR18 C900 PVC Water Main	1,237	L.F.	\$ 103.38	\$ 127,881.06	\$ 127.00	\$ 157,099.00
5	16" HDPE DR13.5 Finished Water Main	27,572	L.F.	\$ 63.30	\$ 1,745,307.60	\$ 70.00	\$ 1,930,040.00
6	16" C900 DR18 PVC Water Main	10,662	L.F.	\$ 123.30	\$ 1,314,624.60	\$ 100.50	\$ 1,071,531.00
7	20" HDPE DR9 Raw Water Main	12,311	L.F.	\$ 131.00	\$ 1,612,741.00	\$ 118.00	\$ 1,452,698.00
8	20" HDPE DR11 Raw Water Main	4,412	L.F.	\$ 118.00	\$ 520,616.00	\$ 106.75	\$ 470,981.00
9	14" Restrained Joint C900 DR18 PVC Directional Bore Water Main	135	L.F.	\$ 126.00	\$ 17,010.00	\$ 593.75	\$ 80,156.25
10	14" Restrained Joint C900 DR18 PVC Directional Bore Water Main in 18" Water Quality Casing	115	L.F.	\$ 288.00	\$ 33,120.00	\$ 661.00	\$ 76,015.00
11	14" Restrained Joint C900 DR18 PVC Water Main in 18" Water Quality Casing	21	L.F.	\$ 240.00	\$ 5,040.00	\$ 215.00	\$ 4,515.00
12	16" HDPE DR13.5 Directional Bore Finished Water Main	4,199	L.F.	\$ 130.00	\$ 545,870.00	\$ 510.00	\$ 2,141,490.00
13	16" HDPE DR13.5 Directional Bore Finished Water Main, (Rock Bore)	350	L.F.	\$ 600.00	\$ 210,000.00	\$ 1,480.00	\$ 518,000.00
14	16" HDPE DR13.5 Finished Water Main in 24" Water Quality PVC Casing w/ Spacers and End Seals	24	L.F.	\$ 360.00	\$ 8,640.00	\$ 332.00	\$ 7,968.00
15	16" HDPE DR13.5 Finished Water Main in 30" Steel Casing, Jack & Bore	100	L.F.	\$ 625.00	\$ 62,500.00	\$ 988.00	\$ 98,800.00
16	20" HDPE DR9 Directional Bore Raw Water Main	419	L.F.	\$ 220.00	\$ 92,180.00	\$ 765.00	\$ 320,535.00
17	20" HDPE DR9 Directional Bore Raw Water Main, (Rock Bore)	350	L.F.	\$ 780.00	\$ 273,000.00	\$ 1,861.00	\$ 651,350.00
18	20" HDPE DR11 Directional Bore Raw Water Main	3,387	L.F.	\$ 210.00	\$ 711,270.00	\$ 732.00	\$ 2,479,284.00
19	20" HDPE DR11 Raw Water Main, in 30" Water Quality Casing w/ Spacers and End Seals	21	L.F.	\$ 500.00	\$ 10,500.00	\$ 401.50	\$ 8,431.50
20	8" Tapping Sleeve w/ Gate Valve & Box	1	EA	\$ 5,600.00	\$ 5,600.00	\$ 6,000.00	\$ 6,000.00
21	12" Tapping Sleeve w/ Gate Valve & Box	1	EA	\$ 8,800.00	\$ 8,800.00	\$ 10,800.00	\$ 10,800.00

22	14" Gate Valve & Box	1	EA	\$ 12,387.00	\$ 12,387.00	\$ 13,900.00	\$ 13,900.00
23	16" Gate Valve & Box	10	EA	\$ 13,800.00	\$ 138,000.00	\$ 14,100.00	\$ 141,000.00
24	20" Gate Valve & Box	2	EA	\$ 31,692.00	\$ 63,384.00	\$ 33,570.00	\$ 67,140.00
25	6" 3-Way Hydrant w/ Gate Valve & Box	3	EA	\$ 7,800.00	\$ 23,400.00	\$ 7,755.00	\$ 23,265.00
26	16" Cap	1	EA	\$ 2,600.00	\$ 2,600.00	\$ 2,535.00	\$ 2,535.00
27	20" Cap	1	EA	\$ 2,970.00	\$ 2,970.00	\$ 3,070.00	\$ 3,070.00
28	Remove Cap and Make Connection to Existing Water Main	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 1,200.00	\$ 2,400.00
29	Air Release Valve, Complete	12	EA	\$ 8,034.00	\$ 96,408.00	\$ 8,200.00	\$ 98,400.00
30	Thrust Block (Special on Plans)	4	EA	\$ 4,500.00	\$ 18,000.00	\$ 9,300.00	\$ 37,200.00
31	Anchor (Special on Plans)	6	EA	\$ 4,500.00	\$ 27,000.00	\$ 10,800.00	\$ 64,800.00
32	Select Granular Backfill	1,000	CY	\$ 41.00	\$ 41,000.00	\$ 59.35	\$ 59,350.00
33	Oil & Chip Replacement	625	SY	\$ 15.00	\$ 9,375.00	\$ 25.00	\$ 15,625.00
34	Concrete Replacement	150	SY	\$ 170.00	\$ 25,500.00	\$ 105.00	\$ 15,750.00
35	Bituminous Drive Replacement	25	SY	\$ 120.00	\$ 3,000.00	\$ 185.00	\$ 4,625.00
36	Rock Removal	700	CY	\$ 175.00	\$ 122,500.00	\$ 245.00	\$ 171,500.00
37	Stone Dumped RR3 Rip Rap	25	SY	\$ 60.00	\$ 1,500.00	\$ 80.00	\$ 2,000.00
38	Final Grading & Seeding	1	LS	\$ 69,000.00	\$ 69,000.00	\$ 126,000.00	\$ 126,000.00
39	Water Supply Wells, (3) Complete	1	LS	\$ 2,725,000.00	\$ 2,725,000.00	\$ 3,225,000.00	\$ 3,225,000.00
40	Generator, Complete	1	LS	\$ 251,000.00	\$ 251,000.00	\$ 237,800.00	\$ 237,800.00
41	Valve Vault (Sheet FW-60), Complete	1	LS	\$ 61,000.00	\$ 61,000.00	\$ 23,000.00	\$ 23,000.00
42	Booster Pump (2) Replacement, Complete	1	LS	\$ 290,000.00	\$ 290,000.00	\$ 249,000.00	\$ 249,000.00
Total of all Unit Price Bid Items - Base Bid					\$11,310,660.26		\$ 16,088,635.50

Certified to be an accurate tabulation of bids.

John A. Wieter, P.E.
Licensed Professional Engineer in Illinois
License No. 062-063871
License Expires November 30, 2023



NOTICE OF INTENT TO AWARD

To: Haier Plumbing & Heating, Inc.
301 N Elkton St. PO Box 400
Okawville, IL 62271

Project Description: Water Transmission Facilities for the City of Waterloo, Illinois

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated FEBRUARY 2023 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$11,310,660.26.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Waterloo, Illinois
OWNER

By: _____

Title: Mayor

Agenda Item No. 12N

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Caldwell Tanks as Low Bidder in the
Amount of \$3,859,000.00 for the 500,000 Gallon Elevated Tank Project as Bid on
04-12-23 at 3:00 p.m.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-13-23

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



April 13, 2023

Tom Smith - Mayor
City of Waterloo
100 West 4th Street
Waterloo, Illinois 62298

Re: Waterloo, Illinois
500,000 Gallon Elevated Tank

Dear Mayor Smith:

Bids were opened for the subject project on April 12, 2023, and two bids were received. A copy of the bid tabulation is attached. Caldwell Tanks, of Louisville, Kentucky was the low bidder. Due to the work that Caldwell Tanks have performed on HMG's projects in the past, it is recommended that the City award the contract to them for a total of \$3,859,000.00.

Please find attached three (3) copies of the Notice of Intent to Award for execution. If the City awards the proposed project to Caldwell Tanks, please return two (2) executed copies of the Notice of Intent to Award to my attention.

Should you have any questions please do not hesitate to contact me at (618) 526-9611 or jwieter@hmgengineers.com.

Best Regards,

HMG ENGINEERS, INC.



John A. Wieter, P.E.

Encl.

CC: Tim Birk
File 7895

BID TABULATION

Project: Waterloo 500,000 Gallon Elevated Tank

HMG No.: 7895.04

Bid Date: April 12, 2023

				Caldwell Tanks, Inc. 4000 Tower Rd Louisville, KY 40219	Landmark Structures 1665 Harmon Rd Fort Worth, TX 76177
Item No.	Description	Quantity	Unit	Amount	Amount
1	Base Bid	1	LS	\$3,859,000.00	\$4,268,000.00

Certified to be an accurate tabulation of bids.



John A. Wieter, P.E.

Licensed Professional Engineer in Illinois

License No. 062-063871

License Expires November 30, 2023



NOTICE OF INTENT TO AWARD

To: Caldwell Tanks, Inc.
400 Tower Road
Louisville, KY 40219

Project Description: 500,000 Gallon Elevated Tank for the City of Waterloo, Illinois

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated FEBRUARY 2023 and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of \$3,859,000.00.

You will be required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the final Notice to be sent upon IEPA approval, to you.

Dated this day of _____

City of Waterloo, Illinois

OWNER

By: _____

Title: 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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of the Remlok Phase V Re-Submission of
the Preliminary Plat.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-11-23

Submitted by:

Nathan Krebel, 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

THOMAS G. SMITH, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



Nathan Krebel
Zoning Administrator
Subdivision Administrator
100 West Fourth Street
Waterloo, Illinois 62298
(618) 939-8730

Memorandum

To: Mayor Smith & City Council
From: Nathan Krebel
Date: 04-14-2023
Re: Remlok Phase 5 Re-Submission of Preliminary Plat

Dennis & Virginia Brand are requesting approval from City Council to accept the Revised Preliminary Plat for Remlok Phase 5. This Plat is the subdivision of Lot 92 in Remlok Phase 4. The revision consist of a two lot development instead of the current approved three lot preliminary plat. The revised plan will consist of a public street to the proposed Phase 5 development. Note, Dennis Brand is finalizing the creek crossing which will be reviewed along with sanitary sewer, storm sewer, water detention, and water main improvements during the improvement plan stage. Public Works Department reviewed and approved. Planning Commission gave a positive recommendation at their April 10th, 2023 meeting. I recommend approval of the Remlok Phase 5 Preliminary Plat.

Respectfully,

A handwritten signature in cursive script that reads "Nathan Krebel".

Nathan Krebel
Zoning/Subdivision Administrator

Waterloo Planning Commission Advisory Report

Petition Number: P-22-04-01

Type of Petition: **Special Use Permit / Zoning Text Amendment /** PRELIM PLAT REVIEW
(other)

As per Section 40-9-4 of the Waterloo Municipal Code

The effect the proposal would have on the City's Comprehensive Plan: positive, this
was planned for residential

The effect the proposal would have on the health, welfare, safety, morals and comfort of area residents:

positive

The effect the proposal would have on schools, traffic, streets, shopping, public utilities and adjacent properties:

neutral

Other legal requirements ^{OR} considerations: Planning Commission previously
gave a favorable to the 3 lot plan. Perhaps we
could have more carefully considered the cons of
the City inheriting the bridge, but we felt 2 lots
still was well in the spirit of the original
approved plat.

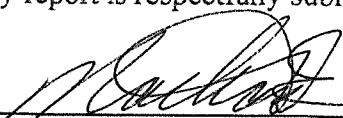
The Planning Commission appends the following modifications, conditions, and restrictions to its favorable recommendation:

We see the tax revenue of the houses on these two lots along with the ability to "loop" the water system in the area make this a net gain for the City

Other notes or clarifications for Zoning Board of Appeals to consider:

This advisory report is respectfully submitted, on behalf of the Planning Commission.

Signed: _____



Date: _____

4/10/23

Planning Commission Chairman

As per Section 40-9-7 of the Waterloo Municipal Code

Is the proposal necessary for public convenience at this location?

while not necessary it does provide access to the new lots that will only add to the quality of the neighborhood.

Is the proposal designed, located and proposed to be operated so that the public health, safety, and welfare will be protected?

yes - we have been assured the hydraulics are checked by an engineer

Will the proposal cause substantial injury to the value of other property in the neighborhood in which it is located?

no

Will the proposal be detrimental to the essential character of the district in which it is located?

no

The Planning Commission gives this petition a

Favorable Recommendation

(with modifications as outlined below)

Unfavorable Recommendation

(for the reasons explained herein)

REMLOK PHASE 5
PRELIMINARY PLAT
RE-SUBDIVISION OF LOT 92, REMLOK PHASE 4

SUBJECT DESCRIPTION

LOT 92 OF REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE
RECORDER'S OFFICE MONROE COUNTY, ILLINOIS DOCUMENT NUMBER 426188.

NOTES

1. ZONING CLASSIFICATION: R-1.
2. SCHOOL DISTRICT: COMMUNITY UNIT DISTRICT 5
3. ALL BUILDINGS NOT SHOWN SHALL CONFORM TO PRESENT ZONING REQUIREMENTS FOR THE DISTRICT
THEY ARE LOCATED IN.
4. ALL EASEMENTS ARE FOR MUNICIPAL AND PUBLIC UTILITIES SERVICE AND DRAINAGE PURPOSES, UNLESS
OTHERWISE NOTED.
5. ALL COMMON GROUND IS INDICATED FOR MUNICIPAL AND PUBLIC UTILITY AND DRAINAGE USES AND PURPOSES
AND FOR OTHER USES AND PURPOSES DETERMINED BY THE HOMEOWNERS' ASSOCIATION THAT DO NOT INTERFERE
WITH THE USE THEREOF FOR MUNICIPAL AND PUBLIC UTILITY AND DRAINAGE USES AND PURPOSES.

FLOOD HAZARD CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT ENGINEERING STUDIES HAVE SHOWN THAT DESIGN PROPOSALS
WILL CHANGE DRAINAGE OF SURFACE WATERS AND PROVIDE FOR COLLECTION AND DIVERSION
OF SUCH SURFACE WATERS INTO PUBLIC AREAS, OR DRAINS WHICH THE SUBDIVISIONS HAVE A RIGHT TO USE, AND
PRACTICES TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE DIVISIONS PROPERTY BECAUSE OF THE CONSTRUCTION
OF THE SUBDIVISION. WE ALSO HEREBY CERTIFY THAT NO SPECIAL FLOOD HAZARD AREA HAS BEEN IDENTIFIED FOR
THE SUBDIVISION AREA, BY FEMA COMMUNITY PANEL 170491007E. NO GUARANTEE IS IMPLIED THAT THE PROPERTY
ENCOMPASSED BY THIS PLAT IS NOT SUBJECT TO FLOODING.

WAYNE G. WALLER, P.E.
ILLINOIS P.E. NO. 062-032904
LICENSE RENEWAL DATE: 11-30-2023

DENNIS R. BRAND
TRUSTEE

MONROE COUNTY MAPING AND PLATING APPROVAL

THIS PLAT OF SUBDIVISION IS APPROVED BY THE COORDINATOR OF MAPING AND PLATING IN MONROE COUNTY,
ILLINOIS ON THIS ____ DAY OF ____, 20__.

MAPING AND PLATING COORDINATOR - MONROE COUNTY, ILLINOIS

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT AT THE REQUEST OF DENNIS R. BRAND, I HAVE SURVEYED AND PLATTED "REMLOK PHASE
5", BEING A SUBDIVISION OF A PART OF TAX LOT 1, U.S. SIXTY-41, CLARK 14-2, TOWNSHIP 2 SOUTH, RANGE 4 WEST
OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS. THIS PROFESSIONAL SERVICE CONFORMS TO
CURRENT MINIMUM STANDARDS AS SET BY ILLINOIS STATE STATUTE.

DOUGLAS L. KINZINGER, P.L.S.
I.P.L.S. # 15-001179

EXPIRATION DATE OF LICENSE: 11/30/2024
IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING DEDICATIONS, EASEMENTS,
RIGHTS OF WAY, OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR COMMITMENT FOR
TITLE INSURANCE SHOULD BE OBTAINED.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

WE, DENNIS R. AND VIRGINIA L. BRAND TRUST, DENNIS R. AND VIRGINIA L. BRAND TRUSTEES, OWNERS OF PART OF
THE PROPERTY EMBODIED BY THIS PLAT, HEREBY ACKNOWLEDGE THIS PLAT TO BE OUR FREE VOLUNTARY ACT AND DEED
AND DEDICATE TO PUBLIC USE THE EASEMENTS SHOWN HEREON FOR THE CONSTRUCTION AND MAINTENANCE OF
MUNICIPAL AND PUBLIC UTILITIES SERVICE AND DRAINAGE, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF
HOMESTEAD UNDER THE STATE OF ILLINOIS WITH REGARD TO THE AREAS SO DEDICATED. THE BUILDING LINES SHOWN
HEREON ARE THE BUILDING LINES TO BE REFERRED TO IN ALL CONVEYANCES OF LOTS IN THIS SUBDIVISION, AND FURTHER
THE BUILDING LINES TO BE REFERRED TO IN ALL CONVEYANCES OF ANY PUBLIC ROAD ADJACENT TO THE
BOUNDARIES OF THIS PLAT. THE EXECUTION OF THIS PLAT SHALL BE A REPRESENTATION AND WARRANTY THAT THE PLAT
IS TRUE AND CORRECT IN ALL RESPECTS AND WILL FOREVER PROTECT AND FULLY INDEMNIFY THE CITY AND PUBLIC
UTILITY OR OTHER PERSON OR ENTITY BENEFITTED BY ANY EASEMENTS OR RIGHT-OF-WAY SHOWN ON THIS PLAT FROM ANY
CLAIM, INCLUDING ANY ATTORNEY OR PROFESSIONAL FEES INCURRED AS A RESULT OF RELIANCE UPON THE PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND ON THIS ____ DAY OF ____, 20__.

DENNIS R. BRAND, TRUSTEE

VIRGINIA L. BRAND, TRUSTEE

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AFORESAID DO HEREBY CERTIFY THAT
DENNIS R. & VIRGINIA L. BRAND, PERSONALLY KNOWN TO ME AND WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING
INSTRUMENT AS TRUSTEES OF THE PROPERTY EMBODIED BY THIS PLAT, AND HAVE AFFORDED HIS SIGNATURE AS HIS FREE
AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH INCLUDING THE RELEASE AND WAIVER OF THE
RIGHT OF HOMESTEAD UNDER THE HOMESTEAD EXEMPTION LAWS OF THE STATE OF ILLINOIS WITH REGARD TO AREAS SO
DEDICATED.

GIVEN UNDER MY HAND AND NOTARIAL SEAL ON THIS ____ DAY OF ____, 20__.

NOTARY PUBLIC

711 COORDINATOR APPROVAL

THIS PLAT OF SUBDIVISION IS APPROVED BY THE COORDINATOR OF 711 IN MONROE COUNTY, ILLINOIS ON THIS
____ DAY OF ____, 20__.

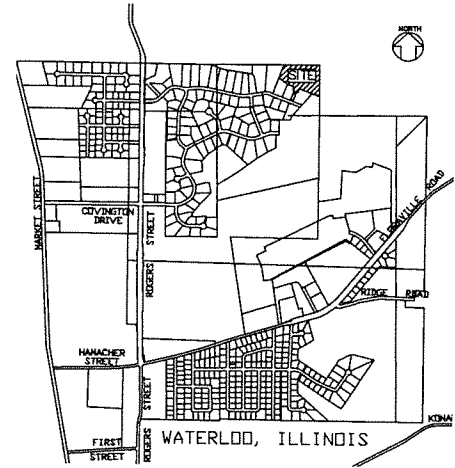
711 COORDINATOR - WATERLOO, ILLINOIS

CITY APPROVAL

APPROVED AND ACCEPTED THIS ____ DAY OF ____, 20__, BY THE CITY COUNCIL OF WATERLOO, ILLINOIS

MAYOR

CITY CLERK



DEVELOPER:
D & A BUILDERS
1187 North Moore Street
Waterloo, IL 62298
(618) 939-7183
Contact: Dennis Brand

ENGINEER:
WGW ENGINEERING, LLC
WAYNE G. WALLER, P.E.
6800 COUNTRY LANE
MASCOUTAH, IL 62258
(618) 364-3635

IDPR - PROFESSIONAL DESIGN FIRM LICENSE
NUMBER 184-004737 EXPIRES 30 APRIL 2023.

GROSS AREA = 6.81 AC
ROW AREA = 0.70 AC
NET LOT AREA = 6.11 AC

OWNERS:
DENNIS R. AND VIRGINIA L. BRAND,
TRUSTEES
DENNIS R. AND VIRGINIA L. BRAND
TRUSTEES
1187 NORTH MOORE STREET
WATERLOO, IL 62298
(618) 939-7183

SURVEYOR:
DOUGLAS L. KINZINGER, P.L.S., P.E.
9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001
IPLS #35-008179
EXPIRES 11/30/2024.

SITE BENCHMARK:
MONUMENT #1781 @ APPROXIMATELY
0.3 FEET SOUTH OF THE NORTHWEST
CORNER OF LOT 69 OF "REMLOK PHASE
5".
N: 614600.56
E: 7304947.84
ELEV: 624.70 (NAVD 88)

Prepared For:
D & A BUILDERS
1187 N. MOORE ST.
WATERLOO, IL 62298
(618) 939-7183

ENGINEER:
WGW ENGINEERING,
LLC
6800 COUNTRY LANE
MASCOUTAH, IL 62258
(618) 364-3635

SURVEYOR:
DOUGLAS L. KINZINGER
9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5001

Seal:

Lic Exp.

REMLOK PHASE 5
PRELIMINARY PLAT

Revisions:
03/13/2023
REDUCED
FROM 3 LOTS
TO 2

Drawn By:
WGW

Checked By:
DLK

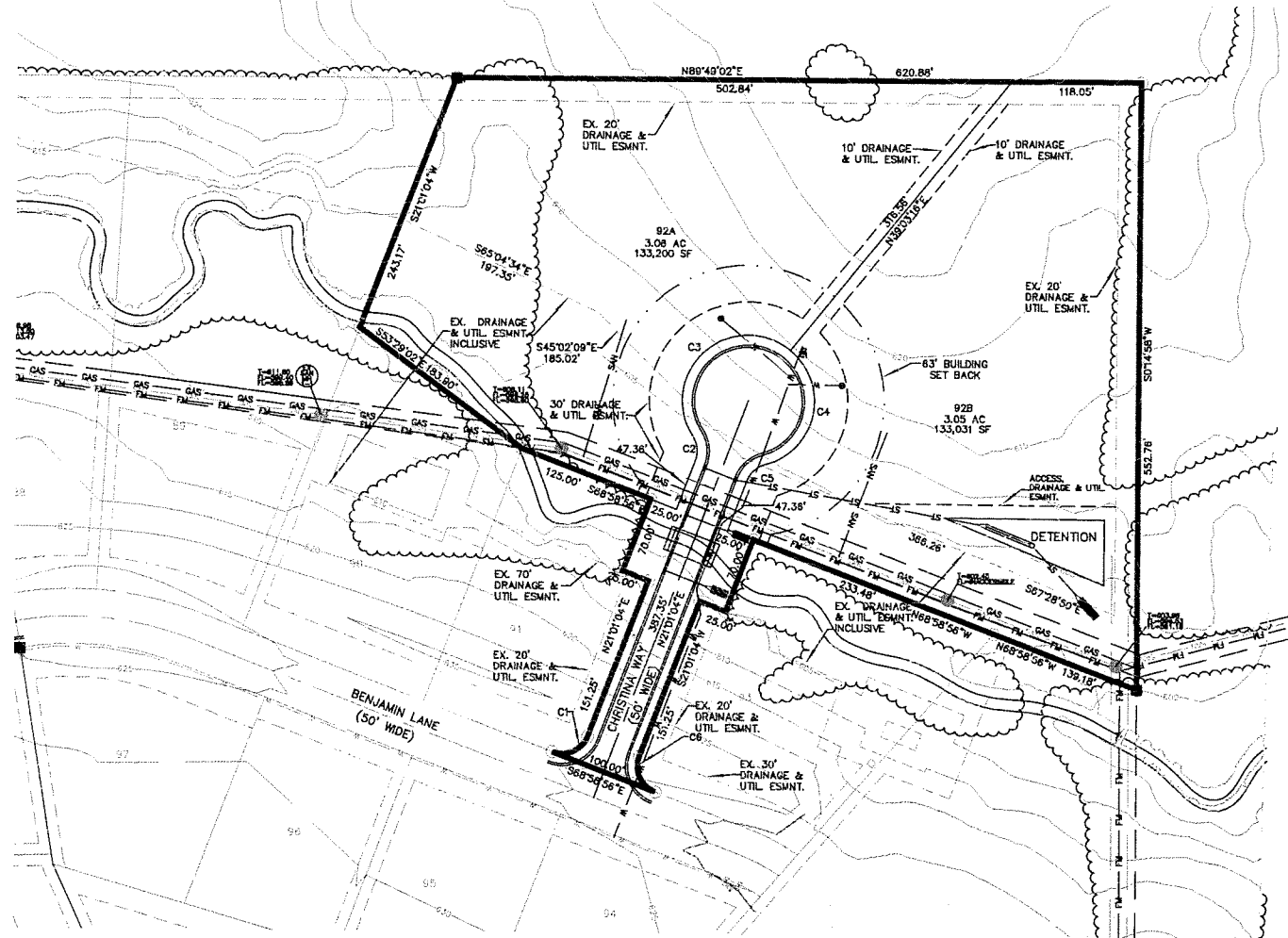
Date:
12/19/2022

PP-1.0
1 OF 2

REMLOK PHASE 5
PRELIMINARY PLAT



- 1. **SPACING, REDUCE, CROWN** AS REQUIRED BY **SOLE INVESTIGATION**.
- 2. **SOFTEN ELEVATION** (CAN BE USED FOR STRUCTURAL, EARTH FILL OR BARRIAGEMENT).
- 3. **CONSTRUCTIVE STRUCTURAL EARTH FILL** (CONSTRUCTIVE REQUIREMENTS FOR **SOLE INVESTIGATION**).
- 4. **BASE ELEVATION** SHALL BE ONE OF THE FOLLOWING:
 - a. **CONSTRUCTIVE BASE ELEVATION**, TYPE A OR B. (CAN BE) **OR** **LAST MEASURED GROUND (G.M.)** **OR** **DEPTH** AS **REQUIRED BY SOLE INVESTIGATION**.
 - b. **ANALYTICAL BASE ELEVATION**, TYPE A OR B. (CAN) **OR** **DEPTH** **OR** **ANALYTICAL G.M. ANALYTICAL G.M.**
- 5. **TYPICAL CLONE FOR DETAILS**.
- 6. **BASED LATERAL/CLAY** **OR** **BASED LATERAL/CLAY** **TYPE** **DETAIL** **REQUIREMENTS** **AND** **PLACEMENT**. **IF** **OTHER** **TYPE** **OF** **CLAY** **IS** **REQUIRED** **BASEMENT**, **SUBJECT** **AND** **REQUIREMENTS** **NOT** **APPLICABLE**.
- 7. **PAVEMENT** **SHALL** **BE** **ONE** **OF** **THE** **FOLLOWING**:
 - a. **PAVEMENT** **SHALL** **BE** **PAVED** **BY** **A** **SINGLE** **LAYER** **OR** **DOUBLE** **LAYER** **OR** **THREE** **LAYER** **OR** **FOUR** **LAYER** **OR** **FIVE** **LAYER** **OR** **SIX** **LAYER** **OR** **SEVEN** **LAYER** **OR** **EIGHT** **LAYER** **OR** **NINE** **LAYER** **OR** **TEN** **LAYER** **OR** **ELEVEN** **LAYER** **OR** **TWELVE** **LAYER** **OR** **THIRTEEN** **LAYER** **OR** **FOURTEEN** **LAYER** **OR** **FIFTEEN** **LAYER** **OR** **SIXTEEN** **LAYER** **OR** **SEVENTEEN** **LAYER** **OR** **EIGHTEEN** **LAYER** **OR** **NINETEEN** **LAYER** **OR** **TWENTY** **LAYER** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR** **ONE** **OR** **TWO** **OR** **THREE** **OR** **FOUR** **OR** **FIVE** **OR** **SIX** **OR** **SEVEN** **OR** **EIGHT** **OR** **NINE** **OR** **TEN** **OR** **ELEVEN** **OR** **TWELVE** **OR** **THIRTEEN** **OR** **FOURTEEN** **OR** **FIFTEEN** **OR** **SIXTEEN** **OR** **SEVENTEEN** **OR** **EIGHTEEN** **OR** **NINETEEN** **OR** **TWENTY** **OR**

[illegible]

CURVE TABLE					
NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	90°00'00"	36.27	25.00	N86°01'04"E	33.36
C2	53°38'03"	23.55	25.00	N57°58'57"E	22.69
C3	182°00'17"	188.65	60.00	N48°03'08"E	118.52
C4	125°53'53"	131.86	60.00	N17°01'13"E	106.86
C5	53°38'03"	23.55	25.00	N48°00'07"E	22.68
C6	90°00'00"	36.27	25.00	S23°58'56"E	35.36

LEGEND

- FIRE HYDRANT
 WATER VALVE
 CURB INLET
 MANHOLE/OUTFALL
 STORM SEWER
 SANITARY SEWER
 W
 WATER LINE
 BUILDING LINE
 CENTERLINE ROAD
 EASEMENT
 LOT LINE
 BENT IRON PIN FOUND
 CONC. MON. SET
 IRON PIN W/CAP FOUND
 IRON PIN FOUND



SCALE 1" = 50'

Prepared For:
D & A BUILDERS
1187 N. MOORE ST.
WATERLOO, IL 62298
(618) 939-7183

ENGINEER:
WGW ENGINEERING,
LLC
6800 COUNTRY LANE,
MASCOUTAH, IL 62258

SURVEYOR:
DOUGLAS L. KINZINGER
9542 NEW ATHENS DARMSTADT RD
NEW ATHENS, IL 62264
(618) 791-5901

cal:

Lic. Exp.

REMLOK PHASE 5
PRELIMINARY PLAT

Revisions:
03/13/2023
REDUCED
FROM 3 LOTS
TO 2

Drawn By:
WGW

Checked By:
DLK

Date:
12/19/2022

PP-2.0
2 OF 2

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on a Special Event Permit Application from Crafted In
The Loo for their "Cinco de Mayo" Vendor Event at 111 N. Main Street, on May 05,
2023, 4 p.m. to 8 p.m., with set-up beginning at 3 p.m., including the closure of
three front parking spots at that location.

3. Relief or action to be requested:

Approval.

4. Submittal date: 04-14-23

Submitted by:

Summer Jackson, Crafted In The Loo

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 OFFICE:
100 West Fourth Street
Waterloo, Illinois 6229
(618) 939-8601

SPECIAL EVENT PERMIT APPLICATION

Instructions to Applicant:

- The following information must be completed and submitted to the City Clerk's Office at the Waterloo City Hall.
- **Application Fee: None**
- Special Event Permit Applications **must be submitted sixty (60) days prior to the date of requested event** to allow for proper time to process with all city departments.
- All damages to property and equipment shall be billed to the applicant and shall be paid by said applicant upon receipt.
- A **Pre-Event Meeting** may be required prior to approval by City Council.

1. Event Name / Type: Cinco de Mayo vendor event
Location of Event: Crafted in the LOO
2. Set-Up
Date / Time: 5/5/23 3:00pm Clean-Up
Date / Time: 5/5/23 8:00pm
DATE TIME DATE TIME
3. Event Beginning
Date / Time: 5/5/23 4:00pm Event Ending
Date / Time: 5/5/23 8:00pm
DATE TIME DATE TIME
4. Organization Name: Crafted in the LOO
Mailing Address: 111 N. Main St Waterloo IL 62298
Street City State Zip
Phone Number: _____ Email Address: _____
Not For Profit status: Yes _____ NO X ID # _____
5. Person in Charge of Event: Summer Jackson
Mailing Address: _____
Street City State Zip
Cell Phone Number: _____ Email Address: _____
6. Secondary
Contact Person: Nick Stephens
Mailing Address: 111 N Main St Waterloo IL 62298
Street City State Zip
Cell Phone Number: _____ Email Address: _____

THE FOLLOWING INFORMATION MUST BE PROVIDED BEFORE APPLICATION WILL BE PROCESSED.

(3 spots please)

A. Narrative of Event: We need parking spots in front of the store to pop up 2 tents and will have pop up vendors this evening	
B. Number of People Expected: 40? ^{not sure} open house style	
C. Sketch Plan of Site or Route of Walk/Run (Downtown or Rogers St.) including marked locations of trash cans / dumpster, sanitary facilities, barricades and street closures. Attached <input checked="" type="checkbox"/>	
D. Will there be inflatable jumpers/bounce houses or amusement rides: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> • If yes, Proof of Liability Insurance must include inflatables.	
E. Liquor License information for beer sales (hours of sale and license number): n/a	
F. Special Needs (i.e. Police, Street Dept., Electric – outlets, sound system): n/a	

Proof of Liability Insurance must be provided 14 days after approval or 14 days prior to the event whichever is sooner. If the event is held on City property, the City of Waterloo must be named as an additional insured with Comprehensive General Liability limits of not less than \$1,000,000 combined single limit, each occurrence / \$2,000,000 aggregate.


Received _____

Date _____

Special Event Organizer(s) must also provide for the sanitary collection of all refuse, litter, and garbage generated by patrons attending the event, and removal of all such waste materials from the location of the event and surrounding areas, including Courthouse trash cans if applicable, on the day of the event.

Signage: As part of the approval of this Special Event Permit, temporary signs for said Special Event shall be permitted as provided for in the City Sign Ordinance.

I agree to abide by the rules and certify that I, on behalf of the applicant or organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the event to the City of Waterloo. I also understand that acceptance of application should in no way be construed as a final approval/confirmation of this request.


Signature of person in charge of event

4/13/23
Date of Submission

For office use only

"Special Events Permits" shall go before the City Council for approval.

Approved by City Council: Yes ☐ No ☐

Date _____

Zoning Department ☐

Mayor's Office ☐

Police Department ☐

DPW / Street Department (for street closings, signalization, and detour routes) ☐

/ Electric Department ☐



Agenda Item No. 12Q

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:

April 17, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Executive Session for the Discussion of Personnel
and Minute Review as per 5 ILCS 120/2(c)(1) and (21) Respectively.

3. Relief or action to be requested:

Executive Session.

4. Submittal date: 04-13-23

Submitted by:

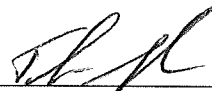
Mayor Tom Smith

DISPOSITION

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

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

 Matter referred to



Mayor

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
April 17, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 23-11 Approving a Memorandum of Understanding between the City of Waterloo, Illinois and the Illinois FOP Labor Council regarding a School Resource Officer.

3. Relief or action to be requested:
Approval.

4. Submittal date: 02-03-23

Submitted by: _____
Mayor Tom Smith

DISPOSITION

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



Mayor

RESOLUTION NO. 23-11

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WATERLOO, ILLINOIS AND THE ILLINOIS FOP LABOR COUNCIL REGARDING A SCHOOL RESOURCE OFFICER.

WHEREAS, the City of Waterloo, Illinois and the Illinois FOP Labor Council have reached an agreement concerning language regarding the School Resource Officer Position; and,

WHEREAS, the attached Memorandum of Understanding details the mutual covenants and agreements.

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

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 17th day of April, 2023.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED by me this 17th day of April, 2023.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, and filed in my office
this 17th day of April, 2023.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of February, 2023, by and between the City of Waterloo ("Employer"), and the Illinois FOP Labor Council "Union").

WHEREAS, the Employer and the Union entered into a certain collective bargaining agreement effective as of January 1, 2022 ("Agreement");

WHEREAS, the Employer and the Union have reached an agreement concerning language regarding the School Resource Officer Position.

NOW, THEREFORE, in light of the mutual covenants and agreements set forth herein, the Employer and the Union hereby agree as follows:

1. That the following language shall go into immediate effect at the time of signing and be included in the next collective bargaining agreement entered into by and between the Employer and the Union.

'Unless prior approval is obtained from the Chief of Police, the SRO shall attend all school-sanctioned events at which the Chief of Police and school district agree an officer shall be present. Any hours worked by the SRO at any such events in excess of the SRO's regular duty hours shall be paid as overtime. If the Chief of Police excuses the SRO from any school-sanctioned event, the hours shall be offered to the rest of the department, consistent with the terms of this Agreement, by way of the WPD Turn Sheet.

The SRO shall be entitled to bid on all other departmental overtime opportunities that do not conflict with the SRO's regular duty hours or school events.'

2. No provisions of the Agreement shall be deemed to be amended, revoked, or otherwise modified in any way except as expressly set forth herein.

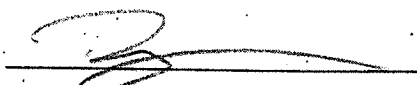
IN WITNESS WHEREOF, the Employer and the Union have set their hands the date and year first above written.

CITY OF WATERLOO

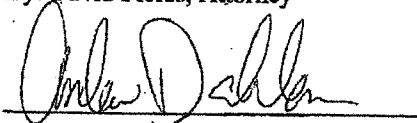


By: Thomas Smith, Mayor

ILLINOIS FOP LABOR COUNCIL



By: David Fields, Attorney



By: Andrew Dahlem, Police Department