### WATERLOO CITY COUNCIL

### **Regular Meeting Agenda**

Location: Waterloo City Hall - Council Chambers

100 W. Fourth St., Waterloo, IL

Date: Monday, July 17, 2023

Time: 7:30 p.m.

- 1. Call to Order.
- 2. Roll Call.
- 3. <u>Pledge of Allegiance</u>.
- 4. <u>Correction or Withdrawal of Agenda Items by Sponsor.</u>
- 5. <u>Approval of Minutes as Written or Amended.</u>
- 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 Awards to Yard of Distinction Contest Winners.
    - 2. Presentation of Certificate of Commendation to the Gibault Catholic High School Boys Baseball Team for their First Place Championship at the IHSA Class 1A State Tournament.
- 8. Report of Standing Committees.
- 9. Report of Special Committees.
- 10. <u>Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.</u>
  - A. Consideration and Action on Resolution No. 23-18 Approving a Natural Gas Management Agreement between the City of Waterloo, IL and Utility Gas Management for a Two-Year Term Effective November 01, 2023 through October 31, 2025.
  - B. Consideration and Action on Ordinance No. 1879 Amending the City of Waterloo, IL Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII, Schedule "C" by the Addition of a Four-Way Stop at the Intersection of Salisbury Street and an Alley between West Mill Street and West Third Street.
  - C. Consideration and Action on Ordinance No. 1880 Approving an Annexation Agreement between the City of Waterloo, IL and Dennis R. Brand Trust, Virginia L. Brand Trust & BMW Trust in Regard to an Annexation of a Tract of Land Comprising Approximately 27.76 Acres, more or less, Contiguous to the Corporate Boundaries for the Development of Remlok Phase VI.
  - D. Consideration and Action on Ordinance. No. 1881 Approving an Annexation of Property Owned by Dennis R. Brand Trust, Virginia L. Brand Trust & BMW Trust for a Tract of Land Comprising Approximately 27.76 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL.
- 11. Unfinished Business.
- 12. Miscellaneous Business.
  - A. Consideration and Action on One-Half Page Ad to be Placed in the Tourism Times Fall/Winter Issue in the Amount of \$700.00 to be paid out of the Hotel/Motel Tax Fund.
  - B. Consideration and Action on Billboard Advertising on the Digital Board West of the JB Bridge through Discover Downstate Illinois Tourism Bureau for a Three-Month Term (Sept., Oct., Nov.) at a Cost of \$1,900.00 per Four-Week Period (\$1,615.00 after Tourism Bureau Discount) to be paid out of the Hotel/Motel Tax Fund.
  - C. Consideration and Action on Platinum Level Sponsorship of Songs4Soldiers Benefit Concert at a Cost of \$4,000.00 to be paid from the Hotel/Motel Tax Fund.
  - D. Consideration and Action on the Annual Renewal of the CBIZ ACA Checkpoint for \$2,930.00.
  - E. Consideration and Action on Approval of Moore Asphalt Inc. for the Paving of Country Club Lane at Sherwood Lane in the Amount of \$28,500.00 plus a 10% Contingency Amount of \$2,850.00 for a Total Amount of \$31,350.00.
  - F. Consideration and Action on Approval of Moore Asphalt Inc. for the Paving of the City Hall Parking Lot in the Amount of \$41,300.00 plus a 10% Contingency Amount of \$4,130.00 for a Total Amount of \$45,430.00.
  - G. Consideration and Action on the Approval of Remlok Phase V Improvement Plans and the Signing of an IEPA Water Permit.

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- H. Consideration and Action on Approval of a Special Event Permit Application from the Gibault Men's Club for their Annual Bike Ride to be held on Friday, September 08, 2023, from 7-11 p.m.
- I. Consideration and Action on Executive Session for the Discussion of Personnel as per 5 ILCS 120/2(c)(1).
- 13. Discussion of Matters by Council Members Arising After Agenda Deadline.
- 14. <u>Motion to Adjourn</u>.

### **DATES TO REMEMBER**

- July 25, 2023 American Legion Meeting, Waterloo City Hall: 2<sup>nd</sup> Floor, 7:00 p.m.
- Aug. 07, 2023 City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- Aug. 08, 2023 Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- Aug. 09, 2023 Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- Aug. 14, 2023 Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:00 p.m.
- Aug. 17, 2023 Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- Aug. 21, 2023 City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- Aug. 22, 2023 American Legion Meeting, Waterloo City Hall: 2<sup>nd</sup> Floor, 7:00 p.m.

### MINUTES OF THE CITY COUNCIL MEETING JULY 03, 2023

- 1. The meeting was called to order by Mayor Darter at 7:30 p.m.
- 2. The following Aldermen were present: Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, Row, and Most.
- 3. Pledge of Allegiance led by Mayor Stan Darter.
- 4. <u>Correction or Withdrawal of Agenda Items by Sponsor.</u> None.
- 5. <u>Approval of Minutes as Written or Amended.</u>

Motion made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner to approve the June 19, 2023, City Council Meeting Minutes.

Motion passed unanimously with Aldermen Kyle Buettner, Row, Most, Vogt, Matt Buettner, Hopkins, and Trantham voting 'aye'.

- 6. <u>Petitions by Citizens on Non-Agenda Items</u>. None.
- 7. Reports and Communications from the Mayor and other City Officers.
  - A. Report of Collector. No report.
  - B. <u>Report of Treasurer</u>. No report.
  - C. Report of Subdivision and Zoning Administrator. No report.
  - D. <u>Report of Director of Public Works</u>. The Mayor presented the Director of Public Works Report.
    - Village of Chatham (near Springfield, II) The IMEA (Illinois Municipal Electric Agency) requested our aid to assist Chatham Illinois with storm damage. Two of our employees agreed to travel to Chatham and help with the restoration of their electric system. They will remain in Chatham for the rest of this week.
    - City of Columbia, Illinois We are also sending mutual aid to Columbia. We are supplying Columbia with several vehicles (dump trucks, backhoes, bucket trucks, etc.) and four (4) of our employees to assist them with their storm damage.
    - Asphalt Overlay Project The contractor completed the milling and replacement of the asphalt surface. After clean up, striping should start on July 05, 2023.
  - E. <u>Report of Chief of Police</u>. No report.
  - F. Report of City Attorney. No report.
  - G. Report and Communication by Mayor.
    - 1. Presentation of Awards to City of Waterloo Mural Contest Winners.
    - 2. Presentation of Plaque to Vickie Gardner in Appreciation and Recognition of her 30 Years of Service to the Morrison-Talbott Library Board.
    - 3. Presentation of Plaque to Jared Nobbe in Appreciation and Recognition of his 8 Years of Service to the Morrison-Talbott Library Board.
    - 4. Appointment of Amy Grandcolas to the Morrison-Talbott Library Board for a 3-Year Term to expire June 30, 2026.
      - The appointment was approved unanimously with Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, Row, and Most voting 'aye'.
    - 5. Appointment of Katie Canova-Osterhage to the Morrison-Talbott Library Board for a 3-Year Term to expire June 30, 2026.
      - The appointment was approved unanimously with Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, Row, and Most voting 'aye'.
    - 6. Re-Appointment of Sharon Glessner to the Morrison-Talbott Library Board for a 3-Year Term to expire June 30, 2026.
      - The re-appointment was approved unanimously with Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, Row, and Most voting 'aye'.
- 8. <u>Report of Standing Committees.</u> None.

- 9. Report of Special Committees. None.
- 10. <u>Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.</u>
  None
- 11. Unfinished Business. None.
- 12. Miscellaneous Business.
  - A. Consideration and Action on Warrant No. 627.

Motion made by Alderman Row and seconded by Alderman Kyle Buettner to approve Warrant No. 627.

Motion passed unanimously with Aldermen Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Kyle Buettner voting 'aye'.

B. Consideration and Action on Setting July 17, 2023 at 7:20 p.m. as the Date and Time for a Public Hearing for an Annexation Agreement between the City of Waterloo, IL and Dennis R. Brand Trust, Virginia L. Brand Trust & BMW Trust in Regard to an Annexation of a Tract of Land Comprising Approximately 27.76 Acres, more or less, Contiguous to the Corporate Boundaries for the Development of Remlok Phase VI.

Motion made by Alderman Hopkins and seconded by Alderman Most to approve Setting July 17, 2023 at 7:20 p.m. as the Date and Time for a Public Hearing for an Annexation Agreement between the City of Waterloo, IL and Dennis R. Brand Trust, Virginia L. Brand Trust & BMW Trust in Regard to an Annexation of a Tract of Land Comprising Approximately 27.76 Acres, more or less, Contiguous to the Corporate Boundaries for the Development of Remlok Phase VI.

<u>Comments:</u> The Zoning Administrator mentioned that Remlok Phase VI will be the continuation of Covington Drive south across Gerhardt Creek toward Legacy Drive.

Motion passed unanimously with Aldermen Hopkins, Trantham, Kyle Buettner, Row, Most, Vogt, and Matt Buettner voting 'aye'.

C. <u>Consideration and Action on Approval of the Purchase of Flexshades for the First and Second Floors of City Hall at a Cost of \$15,647.00.</u>

Motion made by Alderman Row and seconded by Alderman Kyle Buettner to approve the Purchase of Flexshades for the First and Second Floors of City Hall at a Cost of \$15,647.00.

<u>Comments:</u> The Mayor stated that this purchase was discussed at the June 12, 2023 Utility Meeting. It was agreed to have Flexshades installed throughout City Hall as the current blinds are 26 years old.

Motion passed unanimously with Aldermen Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Kyle Buettner voting 'aye'.

D. <u>Consideration and Action on Approval of Exterior Building Materials for Huck's Store</u> #343 Located at 884 North Illinois State Route 3.

Motion made by Alderman Most and seconded by Alderman Row on the Approval of Exterior Building Materials for Huck's Store #343 Located at 884 North Illinois State Route 3.

<u>Comments:</u> The Zoning Administrator commented that Hucks is planning on updating the building exterior with stone veneer, brick veneer and western states metal. The Planning Committee gave the exterior building materials a favorable recommendation.

Motion passed unanimously with Aldermen Most, Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, and Row voting 'aye'.

E. <u>Consideration and Action on Waiver of Building and Inspection Fees for the VFW in the total amount of \$86.00 for a Shed.</u>

Motion made by Alderman Kyle Buettner and seconded by Alderman Row to Approve a Waiver of Building and Inspection Fees for the VFW in the total amount of \$86.00 for a Shed.

<u>Comments:</u> The Boy Scouts have had a shed on the VFW property for a long time. This waiver is for a new shed on the property.

Motion passed unanimously with Aldermen Kyle Buettner, Row, Most, Vogt, Matt Buettner, Hopkins, and Trantham voting 'aye'.

F. Consideration and Action on Approval of a Special Event Permit Application from Truth Church Waterloo for their Annual Back-To-School Bash to be held on Saturday, August 05, 2023, 11:00 a.m. to 2 p.m., including the closure of Third Street between Market Street and Main Street.

Motion made by Alderman Most and seconded by Alderman Kyle Buettner on Approval of a Special Event Permit Application from Truth Church Waterloo for their Annual Back-To-School Bash to be held on Saturday, August 05, 2023, 11:00 a.m. to 2 p.m., including the closure of Third Street between Market Street and Main Street.

<u>Comments:</u> Pastor Matt Caraway, from Truth Church, addressed the council regarding this event. Pastor Caraway stated this was their third year of handing out hundreds of backpacks with school supplies. The event also includes a bounce house, dunk booth, hotdogs, snow cones, etc...

Motion passed unanimously with Aldermen Most, Vogt, Matt Buettner, Hopkins, Trantham, Kyle Buettner, and Row voting 'aye'.

G. <u>Consideration and Action on Approval of a Managerial Raise of 23.1% Effective May 01, 2023 for Sarah Deutch.</u>

Motion made by Alderman Matt Buettner and seconded by Alderman Row on Approval of a Managerial Raise of 23.1% Effective May 01, 2023 for Sarah Deutch.

Motion passed unanimously with Aldermen Matt Buettner, Hopkins, Trantham, Kyle Buettner, Row, Most, and Vogt voting 'aye'.

- 13. <u>Discussion of Matters by Council Members Arising After Agenda Deadline.</u>
  - **Alderman Hopkins** expressed his thanks to the Mayor, the Council, and the Library Board for their patience with his hearing difficulties. He hopes to have it corrected this week.
  - Mayor Darter and Alderman Matt Buettner wished everyone a Happy Fourth of July.
- 14. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Vogt.Motion passed with a unanimous voice vote.Mayor Darter adjourned the meeting at 7:51 p.m.

**Mechelle Childers - City Clerk** 

## CITY OF WATERLOO, ILLINOIS COLLECTION REPORT

	2022-2023 ACTUAL <u>AMOUNT</u>	2023-2024 BUDGETED <u>AMOUNT</u>	% INCREASE/ DECREASE	2022 <u>JUNE</u>	2023 <u>JUNE</u>	% INCREASE/ DECREASE	2022-2023 FISCAL <u>YTD</u>	2023-2024 FISCAL <u>YTD</u>	% INCREASE/ DECREASE
ELEC SALES	10,848,137.04	11,390,000.00	4.99%	752,246.33	657,643.32	-12.58%	1,507,995.85	1,417,517.00	-6.00%
ELEC TAX	265,144.28	, ,		18,337.17	16,730.33	-8.76%	36,807.24	36,426.81	-1.03%
ELECT MISC.	360,074.00	262,000.00	<u>27.24</u> %	(21,516.00)	(10,566.00)	<u>50.89%</u>	46,322.00	(13,311.00)	- <u>128.74</u> %
SUBTOTAL	11,473,355.32	11,652,000.00	1.56%	749,067.50	663,807.65	-11.38%	1,591,125.09	1,440,632.81	-9.46%
BEGINNING UNAPPLIED	696,363.28			48,005.50	57,994.43	20.81%	93,089.19	89,778.24	-3.56%
UNAPPLIED CASH REC'D	180,143.31			17,358.58	22,729.68	30.94%	28,220.56	48,940.30	73.42%
UNAPPLIED DISBURSED	193,443.19			7,237.60	10,397.52	<u>43.66%</u>	15,177.77	10,397.52	<u>-31.50%</u>
ENDING UNAPPLIED	683,063.40			58,126.48	70,326.59	20.99%	106,131.98	128,321.02	20.91%
						Г			
GAS SALES	3,537,645.77	3,671,000.00	3.77%	217,407.82	165,506.56	-23.87%	531,945.71	486,127.22	-8.61%
GAS TAX GAS MISC.	71,517.14	106 700 00	12 020/	4,993.12	3,841.24	-23.07%	13,060.97	12,666.66	-3.02%
	123,806.00	106,700.00	<u>13.82</u> %	(7,715.00)	(3,036.00)	60.65%	16,097.00	(1,987.00)	- <u>112.34</u> %
SUBTOTAL	3,732,968.91	3,777,700.00	1.20%	214,685.94	166,311.80	-22.53%	561,103.68	496,806.88	-11.46%
WATER SALES	2,783,427.40	3,420,000.00	22.87%	202,066.97	292,830.33	44.92%	410,992.50	578,845.07	40.84%
WATER MISC.	803,982.00	73,000.00	<u>-90.92%</u>	<u>4,659.00</u>	4,425.00	<u>-5.02%</u>	14,341.00	4,897.00	<u>-65.85%</u>
SUBTOTAL	3,587,409.40	3,493,000.00	-2.63%	206,725.97	297,255.33	43.79%	425,333.50	583,742.07	37.24%
SEWER SALES	1,964,383.08	2,165,000.00	10.21%	146,821.57	163,409.22	11.30%	298,551.22	325,283.67	8.95%
SEWER MISC.	151,485.00	165,500.00	<u>9.25%</u>	<u>14,897.00</u>	14,519.00	<u>-2.54%</u>	32,683.00	20,314.00	<u>-37.85%</u>
SUBTOTAL	2,115,868.08	2,330,500.00	10.14%	161,718.57	177,928.22	10.02%	331,234.22	345,597.67	4.34%
CITY TAX	580,493.06	663,000.00	14.21%	38,966.74	38,904.36	-0.16%	82,928.88	88,977.49	7.29%
MISC.	42,624.00	42,000.00	<u>-1.46%</u>	(920.00)	(865.00)	<u>5.98%</u>	6,182.00	(283.00)	<u>-104.58%</u>
SUBTOTAL	623,117.06	705,000.00	13.14%	38,046.74	38,039.36	-0.02%	89,110.88	88,694.49	-0.47%
REFUSE FEE	891,938.68	989,750.00	10.97%	74,584.54	75,962.22	1.85%	150,551.91	154,783.27	2.81%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	36,524.00	37,000.00	1.30%	4,865.00	3,990.00	-17.99%	9,301.00	8,911.00	-4.19%
PERMITS	100,480.00	115,000.00	14.45%	7,879.00	10,578.00	34.26%	15,286.00	15,207.00	-0.52%
INSPECTION FEES	15,100.00	15,000.00	-0.66%	2,000.00	975.00	-51.25%	3,050.00	2,100.00	-31.15%
FRANCHISE FEES	125,916.00	120,000.00	-4.70%	-	-	74 400/	-	-	40.070/
LIQUOR LICENSE INFRASTRUCTURE FEE	23,612.00	25,000.00	5.88%	210.00	60.00	-71.43%	2,494.00	2,223.00	-10.87%
HOTEL/MOTEL TAX	136,307.00 16,839.00	135,000.00 15,000.00	-0.96% -10.92%	11,298.00 1,888.00	11,349.00 2,672.00	0.45% 41.53%	22,295.00 2,643.00	22,095.00 2,946.00	-0.90% 11.46%
MISC.	454,779.00	361,005.00	-20.62%	15,167.00	50,288.00	231.56%	37,066.00	89,422.00	141.25%
REPLACEMENT TAX	204,223.00	143,200.00	-29.88%	-	-	201.0070	43,559.00	38,783.00	-10.96%
COUNTY TAX	320,919.00	341,000.00	6.26%	_	_		-	-	10.0070
SALES TAX	2,944,634.00	2,900,000.00	-1.52%	241,969.00	251,749.00	4.04%	441,776.00	469,870.00	6.36%
BUSINESS DISTRICT TAX	103,095.00	105,000.00	1.85%	7,670.00	7,815.00	1.89%	15,276.00	15,862.00	3.84%
CANNABIS USE TAX	17,340.00	19,700.00	13.61%	1,531.00	1,356.00	-11.43%	3,055.00	2,684.00	-12.14%
VIDEO GAMING	257,376.00	250,000.00	-2.87%	21,369.00	23,261.00	8.85%	42,256.00	48,539.00	14.87%
INCOME TAX	2,227,915.00	2,163,000.00	- <u>2.91</u> %	140,306.00	164,496.00	<u>17.24</u> %	521,955.00	461,975.00	- <u>11.49</u> %
SUBTOTAL	7,876,997.68	7,734,655.00	-1.81%	530,736.54	604,551.22	13.91%	1,310,563.91	1,335,400.27	1.90%
MOTOR FUEL TAX	564,457.00	495,000.00	-12.31%	36,602.00	39,775.00	8.67%	73,091.00	78,902.00	7.95%
MISC	56,731.00	40,000.00	<u>-29.49%</u>	<u>1,721.00</u>	6,125.00	<u>255.90%</u>	2,996.00	12,167.00	<u>306.11%</u>
SUBTOTAL	621,188.00	535,000.00	-13.87%	38,323.00	45,900.00	19.77%	76,087.00	91,069.00	19.69%
UTILITY DEPOSITS	97,400.00	-		8,000.00	9,200.00	15.00%	17,550.00	19,200.00	9.40%

July 17, 2023

To: Mayor Stan Darter City Attorney City Aldermen

Re: Treasurer's Report

Attached, please find the June 30, 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 June 30, 2023

	BEGINNING			ENDING
CHECKING ACCOUNT	BALANCE	RECEIPTS	<b>DISBURSEMENTS</b>	BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	40,391.47	9,200.00	10,375.00	39,216.47
General Fund	366,429.13	214,535.81	793,886.78	(212,921.84)
Motor Fuel Tax	54,156.73	34.44	26,301.55	27,889.62
Water Fund	554,415.52	300,621.13	353,081.25	501,955.40
Sewer Fund	251,875.62	183,016.21	114,196.59	320,695.24
Gas Fund	372,965.56	176,482.40	291,960.96	257,487.00
Electric Fund	336,679.73	721,866.52	791,521.03	267,025.22
Capital Improvements	572,261.50	41,489.90	4.81	613,746.59
D.A.R.E.	1,455.51	-	-	1,455.51
Interest	2,564.70	1,964.27		4,528.97
Hotel/Motel Tax	155,209.86	2,671.91	5,700.00	152,181.77
TOTALS:	\$2,708,903.31	\$1,651,882.59	\$2,387,027.97	\$1,973,757.93
INVESTED FUNDS	_			
Capital Improvements	\$ 1,485,578.82	-	2,795.48	1,482,783.34
Electric	12,646,576.16	-	23,797.65	12,622,778.51
E-Pay Utility Bills	39,321.94	125,037.58	131,908.07	32,451.45
Farm Account Income	242,299.13	597.45	-	242,896.58
Gas	4,051,801.02	-	7,624.47	4,044,176.55
General Fund	7,417,140.75	469,645.17	-	7,886,785.92
Motor Fuel	1,397,573.94	45,864.71	-	1,443,438.65
Pension Reserve	1,707,579.69	350.87	-	1,707,930.56
Sewer	1,554,029.69	-	2,924.29	1,551,105.40
Utility Deposits	317,083.64	-	596.67	316,486.97
Water	643,035.24	-	1,210.03	641,825.21
Total Invested Funds:	\$31,502,020.02	\$641,495.78	\$170,856.66	\$31,972,659.14
Total All City Funds:	\$34,210,923.33	\$2,293,378.37	\$2,557,884.63	\$33,946,417.07
Total 7 iii Oity Failas.	<del>70-1,2</del> 10,020100	Ψ=,200,010.01	Ψ2,001,004.00	\$55,545,411.01

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

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg City Treasurer

	7	Zoning	Depart	ment	Month	ly Repo	ort 6-3	0-2023					
	January	February	March	April	May	June	July	August	September	October	November	December	Total
Residential Bui	ilding Perm	nits Issued:											
2023	1	4	2	4	6	2							19
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/Add	lition Build	ling Permits	Issued:										
2023	4	3	11	7	3	8							36
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/In	dustrial Bu	uilding Pern	nits Issued:										
2023	3	3	4	2	0	0							12
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
<b>Excavation Pre</b>	mits Issue	d:											
2023	1	1	0	3	2	2							9
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 Is	sued:												
2023	4	2	8	1	1	2							18
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 Per	rmits Issue	d:											
2023	0	0	0	0	1	0							1
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 Is	sued:											
2023	0	0	1	0	0	1							2
2022	0	0	1	0	0	0	0	0	0	0	0	0	1
Mobile Food V	endor												
2023	0	0	0	0	0	0							0
2022	0	0	0	0	0	0	0	0	0	0	0	1	1
												TOTAL	97

Buildi	ng Insp	pector/	Code A	dminis	trator	Month	nly Rep	ort 6/3	0/2023						
		February		April	May	June	July		September		November	December	Total		
New Cons	struction	Inspections	s:	-											
2023	18	19	24	39	35	33							168		
2022	12	25	33	21	49	31	30	38	28	33	27	12	339		
New Cons	struction	Re-Inspect	ions												
2023	3	5	6	5	4	5							28		
Rental Ins	spections	:													
2023	13	10	18	20	15	16							92		
2022	11	10	8	10	10	25	15	18	9	12	19	10	157		
2021	13	15	14	19	18	17	16	18	13	11	12	9	175		
2020	21	22	20	16	23	12	14	24	13	15	9	17	206		
2019	19	17	26	20	13	15	25	26	17	19	16	21	234		
2018	17	12	16	15	10	26	14	31	19	21	23	10	214		
Rental Re	-Inspection	ons:													
2023	5	3	4	5	3	4							24		
Dumpste	r/POD Pe	rmits Issue	d:												
2023	10	15	12	16	15	20							88		
2022	6	5	20	17	9	15	20	21	16	9	7	8	153		
Motor Ve	hicle Viol	ation Notic	ces:												
2023	3	2	0	4	0	2							11		
2022	0	3	4	4	2	1	3	1	5	2	2	2	29		
Property	Violation	Notices:													
2023	3	5	8	10	10	11							47		
2022	1	0	5	14	7	4	5	5	4	4	10	4	63		
Ordinanc	e Violatio	n Tickets Is	sued:												
2023	0	1	0	5	1	1							8		

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

i.	Request is made for placement on the agenda for meeting to be held on:  July 17, 2023
	Description of matter to be placed on agenda:
	Presentation of Awards to Yard of Distinction Contest Winners.
	Relief or action to be requested: Presentation of Awards.
	Submittal date: July 10, 2023
	Submitted by: Sarah Deutch/Carol Raeber
	DISPOSITION
	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
	Taley / Sarga
	Mayor

Agenda Item No. 7H2	
---------------------	--

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

Descr	iption of matter to be placed on agenda:
	icate of Commendation to Gibault Catholic High School Boys Baseball
	for their First Place Championship at the IHSA Class 1A State Tournamen
	or action to be requested:
Presei	ntation of Commendation.
Subm	ittal date: July 10, 2023
Subm	that have
	itted by: Deutch, Community Polotions Coordinator
	Deutch, Community Relations Coordinator
	Deutch, Community Relations Coordinator
	Deutch, Community Relations Coordinator
	Deutch, Community Relations Coordinator  DISPOSITION
	Deutch, Community Relations Coordinator  DISPOSITION  Matter to be placed on agenda for meeting date requested.

	Agenda	Item	No.	10A
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

Request	is made for placement on the agenda for meeting to be held on:
	July 17, 2023 (Date)
Descripti	on of matter to be placed on agenda:
_	ation and Action on Resolution No. 23-18 Approving a Natural Gas
	nent Agreement between the City of Waterloo, IL and Utility Gas nent for a Two-Year Term Effective November 01, 2023 through Octob
31, 2025.	
31, 2023.	
_	
Relief or	action to be requested:
Approval	•
rpprova	
Submitta	date: 07-12-23
	÷
Submitte	d by:
Tim Birk	Director of Public Works
	DIODOGUTION
	DISPOSITION
	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
	Inter To Man
	Mayor

### **RESOLUTION NO. 23-18**

AUTHORIZING THE EXECUTION OF A NATURAL GAS MANAGEMENT AGREEMENT BETWEEN THE CITY OF WATERLOO, ILLINOIS AND UTILITY GAS MANAGEMENT FOR NATURAL GAS MANAGEMENT SERVICES.

WHEREAS, attached is a proposed Natural Gas Management Agreement between the City of Waterloo, Illinois and Utility Gas Management for Natural Gas Management Services; and,

WHEREAS, the City of Waterloo, Illinois is in need of a natural gas utility consultant, advisor and agent to provide operational and transportation management services; and,

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

**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 Natural Gas Management Agreement as attached.

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 17<sup>th</sup> day of July, 2023.

AYES:	
NAYES:	
ABSENT:	
ABSTAINED:	
	APPROVED:
ATTESTED:	Stanley T. Darter, Mayor
Mechelle Childers, City Clerk	

### NATURAL GAS MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of June 2023, by and between UTILITY GAS MANAGEMENT, hereinafter referred to as "MANAGER", and CITY OF WATERLOO, ILLINOIS, hereinafter referred to as "CLIENT".

### WITNESSETH:

WHEREAS, MANAGER as defined in Exhibit "A" of this Agreement, provides natural gas services which can be made available to CLIENT; and

WHEREAS, CLIENT has requested that MANAGER act as CLIENT'S natural gas consultant, advisor, and agent to provide operational and transportation management services for the City of Waterloo, Illinois; and

WHEREAS, MANAGER desires to serve as consultant, advisor, and agent to provide such natural gas operational and transportation management services, and CLIENT desires for MANAGER to develop and manage such services. MANAGER may be required to acquire supply of natural gas that is available from well(s) and or location(s) accessed through various pipeline facilities that delivers into Mississippi River Transmission ("Transporting Pipeline") on behalf of CLIENT. In such case, CLIENT will purchase from suppliers, selected by Manager, such quantities of said natural gas that have been nominated on behalf of CLIENT.

NOW THEREFORE, in consideration of the mutual agreements, covenants and conditions herein contained, the MANAGER and CLIENT hereby agree as follows:

### I. NATURE OF SERVICE

- 1.1 It is acknowledged that the purpose of this Agreement is to develop and implement a strategy, whereby CLIENT will benefit from the MANAGER'S aggregation of supplies and administrative services required for all of its CLIENT'S collectively. MANAGER will therefore perform all services reasonably necessary including, but not necessarily limited to the following.
  - (1) Evaluation and Development of Supply and Transportation Strategies
    - (a) An analysis of historical gas consumption,
    - (b) The development and distribution of RFP's to suppliers for CLIENT'S gas supplies as appropriate,
    - (c) An evaluation of RFP responses for price and reliability as appropriate,
    - (d) The monitoring of current trends in market conditions, pricing and regulation within the natural gas industry,

### (2) Operational Functions

- (a) Preparation of monthly gas nominations with respective pipeline transporter,
- (b) The monitoring of gas usage and adjustment of deliveries to minimize transport imbalances,
- (c) The negotiation, acquisition and administration of Gas Purchase Agreements and transportation contracts in the interest of CLIENT, and
- (d) The resolution of billing discrepancies with suppliers and transporters.

### (3) Reporting

- (a) The compilation, reporting and storing of gas nomination and monitoring information,
- (b) The preparation of monthly invoice and accounting of gas usage, storage and transportation costs.
- 1.2 MANAGER and CLIENT recognize that the purchase and sale of natural gas hereunder will be defined in the contracts entered into by CLIENT and SUPPLIER(s). Deliveries are typically subject to curtailment or interruption as provided in Article VI FORCE MAJEURE of the General Terms and Conditions of this Agreement, but FORCE MAJEURE provisions will be specified in CLIENT's Supply Contract with chosen SUPPLIER(s).
- 1.3 CLIENT agrees that MANAGER shall act as CLIENT'S exclusive agent in providing services relating to the purchase, transportation and sale of natural gas, nomination of gas supplies, management of gas imbalances and any and all other operational transactions associated with the delivery of gas to CLIENT, including transportation contracts held by CLIENT wherein MANAGER has been designated as agent for such purposes.
- 1.4 CLIENT further understands and agrees that MANAGER may aggregate the gas supplies, transportation requirements and services of two or more CLIENTS in conjunction with managing gas supplies, transportation requirements and services to such CLIENTS.

### II. TERM

- 2.1 Subject to the other terms and provisions hereof, this Agreement shall be effective from the November 1, 2023 through October 31, 2025. In the event MANAGER and CLIENT mutually agree to extend the term of this Agreement beyond the primary term, such extended term shall coincide with the extended supply term specified in Exhibit "B" that shall be attached hereto and made a part of this Agreement or by amendment of the contract term.
- 2.2 In the event MANAGER fails to perform its duties and obligations towards CLIENT to CLIENT'S satisfaction, and provided CLIENT is not in default under any of its duties or obligations under this AGREEMENT, CLIENT may terminate this AGREEMENT upon sixty (60) days written notice to MANAGER. During the sixty (60) day period prior to termination, CLIENT and MANAGER shall continue to perform all their respective duties and obligations under this AGREEMENT. In the event CLIENT must engage the services of an attorney to enforce any provision of this AGREEMENT, in addition to all other remedies available to it, CLIENT shall be entitled to recover its reasonable attorneys' fees and costs of expenses and litigation.

### III. POINTS OF DELIVERY

3.1 The Point(s) of Delivery of gas sold hereunder shall be at point(s) of receipt on the Transporting Pipeline system as set forth in Exhibit "B" attached hereto and made a part of this Agreement.

### IV. QUANTITY

- 4.1 CLIENT agrees to purchase quantities from supplier(s), selected by MANAGER, at the Point(s) of Delivery all required quantities of natural gas.
- 4.2 MANAGER and CLIENT recognize and agree that MANAGER'S obligation to procure supply on behalf of CLIENT and CLIENT'S obligation to purchase and receive gas hereunder is subject to CLIENT'S resale requirements, transportation arrangements and available capacity in the Transporting Pipeline utilized to transport such gas.

### V. PRICE

5.1 CLIENT agrees that MANAGER shall act as CLIENT'S exclusive agent in providing services relating to the operations and transportation of natural gas and any and all other operational transactions associated with the delivery of supplies to CLIENT. For all such management services provided by MANAGER, CLIENT shall pay MANAGER a monthly Management Fee of seven cents (\$.07) per MMBtu delivered to the specified Point of Delivery into the Transporting Pipeline.

5.2 Commencing on the date of initial deliveries of gas hereunder, CLIENT shall pay MANAGER for the gas delivered at the herein defined Point(s) of Delivery as specified on Exhibit "B", attached hereto and made a part of this Agreement.

### VI. BILLING AND PAYMENT

- On or before the fifth (5th) business day of each calendar month following each month of deliveries, MANAGER will render an invoice to CLIENT stating the total amount of gas they purchased and received hereunder during the preceding calendar month and all charges due. Such charges will include a) the cost of gas purchased, b) the transportation charges assessed by the Transporting Pipeline, c) MANAGER'S management fees and d) any other adjustments required that are related to the previous month's gas delivery activities.
- 6.2 CLIENT will pay MANAGER for all such gas charges by check on or before the nineteenth (19th) day of such month. In the event of a dispute as to any amount due hereunder, the Parties shall attempt to promptly resolve any disagreement. CLIENT shall nevertheless be obligated to make prompt payment to MANAGER of any uncontested amount and shall make such additional payment, or receive an appropriate refund, promptly after the Parties' resolution of any such discrepancy or disagreement.
- 6.3 If payment is not received by the due date, interest thereon shall accrue at a rate of two (2) percentage points above the Prime Rate as reported daily in *The Wall Street Journal*, from the date when such payment is due until the date such payment is made.
- It is mutually agreed that, for purposes of accounting for, measuring and testing of all gas delivered hereunder, MANAGER and CLIENT shall rely exclusively upon measurements and tests performed by the Transporting Pipeline at the Point(s) of Delivery. In the event that, and to the extent that, either (a) the Transporting Pipeline subsequently determines that any of its measuring or testing equipment at the Point(s) of Delivery registered inaccurately during the period deliveries have been made hereunder or (b) the Transporting Pipeline's allocations have been incorrectly made at such Point(s) of Delivery and the Transporting Pipeline corrects its volumetric statements or accounting records for same, then MANAGER and CLIENT shall take such action as they may mutually agree upon in good faith to correct accounts hereunder for the volume actually delivered during such period.
- 6.5 MANAGER hereby agrees that upon receipt of funds from CLIENT for third party charges owed by MANAGER on behalf of CLIENT in any month as provided in Section 5.1 herein, MANAGER will use such funds to pay all third-party charges pursuant to the terms of agreement with each third party and shall, at CLIENTS request, provide proof of such payments.

### VII. NOTICES

7.1 Any notice, request, demand, statement or invoice provided for in this Agreement, or any notice which a party may desire to give to the other, shall be in writing and shall be considered as duly delivered as of the date of transmittal if mailed by ordinary mail, telecopied, wired or courier expressed to the other party at the following address:

### Notice to Client:

City of Waterloo, Illinois 100 W. 4<sup>th</sup> Street Waterloo, Illinois 62298 Telephone (618) 939-8600 Facsimile (618) 939-8988

### Notice to Manager:

Mr. Ronald Ragan Utility Gas Management 3704 W. 138<sup>th</sup> St. #707 Leawood, Kansas 66224 Telephone (913) 515-2994 Facsimile (913) 730-8667

### Payment to Manager:

Utility Gas Management P. O. Box 526 Edwardsville, Illinois 62025-0526

### VIII. GENERAL TERMS AND CONDITIONS

- 8.1 Attached hereto as an Appendix are General Terms and Conditions applicable to this Agreement. In the event of any conflict between the terms set out in the body of this Agreement and those set out in the Appendix, the terms in the body of the Agreement shall control.
- 8.2 The General Terms and Conditions as specified in the Firm Gas Sales Agreement entered into between CLIENT and the third-party supplier(s), are incorporated herein and made a part of this Agreement. In the event of any conflict between the terms set out in the body of this Agreement and those set out in the third-party General Terms and Conditions of the Firm Gas Sales Agreement, the terms in the third party Firm Gas Sales Agreement shall control.

IN WITNESS HEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

MANAGER:	CLIENT:		
UTILITY GAS MANAGEMENT	CITY OF WATERLOO, ILLINOIS		
BY:	BY:		
NAME: Ronald Ragan	NAME: Stanley T. Darter		
TITLE: Partner	TITLE: Mayor		

### **APPENDIX**

# GENERAL TERMS AND CONDITIONS OF NATURAL GAS MANAGEMENT AGREEMENT

## ARTICLE 1 DEFINITIONS

- 1.1 The following terms used in this Agreement shall have the meanings indicated:
  - (a) "Mcf" One thousand (1,000) cubic feet.
  - (b) "Btu" British Thermal Unit
  - (c) "MMBtu" One million (1,000,000) Btu
  - (d) "Day" A twenty-four (24) hour period commencing at 9:00 AM Central Clock Time and ending at 9:00 AM Central Clock Time on the following calendar day.
  - (e) "Month" A period commencing at 9:00 AM Central Clock Time on the first calendar day and ending at 9:00 AM Central Clock Time on the first calendar day of the succeeding calendar month.
  - (f) "Transporting Pipeline" The interstate or intrastate pipeline or gathering system which receives the gas sold hereunder at the Point(s) of Delivery.
  - (g) "Firm Basis" Deliveries may be subject to curtailment or interruption only as provided by the terms and conditions specified in Article VI of this Appendix to the Natural Gas Sales Agreement.

### ARTICLE II DELIVERY OF GAS

2.1 Deliveries of gas shall be calculated from the measurements taken at the meter installed, operated and maintained by the Transporting Pipeline at the Point(s) of Delivery and from the heating value determined by the instruments operated by the Transporting Pipeline. Manager shall deliver the gas hereunder at an operating pressure necessary to effect delivery of same against such fluctuating working pressures maintained on the Transporting Pipeline as may exist at such point(s) from time to time.

## ARTICLE III QUALITY & MEASUREMENT

3.1 Subject to the other terms hereof, Transporting Pipeline's guidelines and policies, as may be changed from time to time, shall define and set forth, among other things, the units of measurement, measurement specifications, quality, heating value, testing specifications and delivery terms and specifications of the gas to be delivered to Buyer pursuant hereto.

## ARTICLE IV INDEMNIFICATION OF CLIENT

4.1 MANAGER shall forever defend unto CLIENT, the title to all gas delivered and sold hereunder is free from all liens, encumbrances and claims. MANAGER shall indemnify and hold CLIENT harmless from and against all claims arising out of the wrongful payment of, or failure to pay, any owner of an interest in such gas, including but not limited to all royalties due and payments to the mineral and royalty owners under suppliers leases, and shall indemnify and hold CLIENT harmless against all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of any adverse claims to, against, or in respect to, said gas or any interest therein and in the value thereof.

### ARTICLE V TAXES

5.1 It is expressly understood and agreed between the Parties that MANAGER shall be responsible for, and shall bear and pay, any and all taxes or other assessments imposed upon MANAGER with respect to the gas delivered and sold hereunder which may be incident to the production, severance, and delivery of such gas at or upstream of the Point(s) of Delivery. Conversely, CLIENT shall be responsible for and shall bear and pay such taxes as are imposed upon CLIENT with respect to the transportation and consumption of such gas after delivery thereof to CLIENT. In the event that sales of gas hereunder are subject to any state or local gas revenue, utility, sales or use taxes which MANAGER is obligated to remit to any competent taxing authority, CLIENT shall reimburse MANAGER for any such taxes remitted by MANAGER in connection with sales of gas hereunder.

### ARTICLE VI GENERAL PROVISIONS

- 6.1 The captions in the Agreement are for convenience of the Parties in the identification of the provisions hereof and shall not constitute a part of the Agreement nor be considered interpretive thereof.
- 6.2 In the consideration and interpretation of the Agreement, the following agreed stipulations shall apply:
  - (1) Failure to exercise any right or rights hereunder shall not be considered a waiver of such right or rights in the future.
  - (2) Time is of the essence with regard to all obligations to be performed on or by a specific date, if any, herein contained.
- 6.3 The terms and provisions of this Agreement shall extend to and be binding upon the Parties, their respective successors, assigns and legal representatives.

- 6.4 The interpretation and construction of this Agreement, and the rights of the Parties hereunder, shall be interpreted, construed and governed by the laws of the State of Illinois.
- 6.5 This Agreement and operations hereunder are made subject to all present or future laws, ordinances, orders, rules and regulations of any governmental authority having or asserting jurisdiction in the premises; but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum. If at any time during the term of this Agreement, any governmental authority shall take any action as to any Party whereby the sale delivery, or transportation of gas contemplated hereunder shall be proscribed or subjected to terms, conditions, regulations, restraints or rate or price controls that in the sole judgment of the party affected are unduly burdensome to that Party, such party may cancel and terminate this Agreement upon immediate notice without further liability hereunder, other than the liability to discharge obligations theretofore accrued hereunder.
- 6.6 This Agreement sets forth all understandings between the Parties respecting the terms and conditions of this transaction. All prior agreements, understandings and representations, whether consistent or inconsistent, oral or written, concerning this transaction are merged into and superseded by this written Agreement. No modification or amendment of the Agreement shall be binding on either Party unless it is agreed to in writing and signed by the Parties hereto.

### **EXHIBIT A**

The current executive management of Utility Gas Management ("Manager") at the effective date of this Agreement consists of the following:

Ronald L. Ragan, Principal Partner

C. Lindsay Enloe, Principal Partner

Darin L. Houchin, Principal Partner

Lori Uhl. Partner

### **EXHIBIT B**

DELIVERY POINTS SHALL BE VALID POINTS OF DELIVERY INTO THE CITY OF WATERLOO'S MRT CONTRACTS, FTS 305, FTS 1042, FSS 516, SCT 461 and any other applicable contracts for service for delivery to WATERLOO, ILLINOIS

Agenda Item No.	10B
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

Req	July 17, 2023
D	
	scription of matter to be placed on agenda:
Cor	asideration and Action on Ordinance No. 1879 Amending the City of Waterle
ILF	Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII,
Sch	edule "C" by the Addition of a Four-Way Stop at the Intersection of Salisbur
Sire	eet and an Alley between West Mill Street and West Third Street.
Reli	ef or action to be requested:
	proval.
	mitted by: nan Krebel, Subdivision & Zoning Administrator
-	DISPOSITION
	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

### ORDINANCE NO. 1879

AN ORDINANCE AMENDING THE CITY OF WATERLOO, ILLINOIS REVISED CODE OF ORDINANCES, CHAPTER 24 MOTOR VEHICLE CODE, ARTICLE VIII: TRAFFIC SCHEDULES, SCHEDULE C: FOUR-WAY STOP INTERSECTIONS, FOR SALISBURY STREET AND AN ALLEY.

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

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

### **SCHEDULE "C"**

### FOUR-WAY STOP INTERSECTIONS

INTERSECTION STREET, the following:

In accordance with Section 24-3-3, the following intersection shall be designated as a Four-Way Stop Intersection, to-wit:

STOP STREET (DIRECTION)

1. Salisbury Street

1. Salisbury Street	Alley between W. Mill Street & W. Third Street			
<b>SECTION TWO.</b> All ordinances or Ordinance, are hereby repealed to the	parts thereof, in conflict with the provisions of this extent of such conflict.			
<b>SECTION THREE.</b> This ordinance passage and approval in the manner p	e shall be in full force and effect from and after its rovided by law.			
<b>PASSED</b> this 17 <sup>th</sup> day of July, 2023,	pursuant to a roll call vote as follows:			
YEAS:				
<b>ATTESTED,</b> filed in my office, and published in pamphlet form.	<b>APPROVED</b> by me this 17 <sup>th</sup> day of July, 2023.			
MECHELLE CHILDERS, City Clerk City of Waterloo, Illinois	STANLEY T. DARTER, Mayor City of Waterloo, Illinois			

7-11-2023





Agenda Item No.	10C	
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	Invited 11/1 (2012)
	July 17, 2023
Descri	otion of matter to be placed on agenda:
Agreer	eration and Action on Ordinance No. 1880 Approving an Annexation
Drond	ment between the City of Waterloo, IL and Dennis R. Brand Trust, Virgin
Compr	Trust & BMW Trust in Regard to an Annexation of a Tract of Land
Round	ising Approximately 27.76 Acres, more or less, Contiguous to the Corporaries for the Development of Remlok Phase VI.
Douliu	aries for the Development of Remior Phase VI.
Relief	or action to be requested:
Approv	val.
Submit	tal date: 06-26-23
Submit	ted by:
Nathan	Krebel, Subdivision & Zoning Administrator
	· ·
	DIGDOGITION
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on

STANLEY T DARTER, 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 Darter & City Council

From:

Nathan Krebel

Date:

7-14-2023

Re:

Remlok Phase 6 Annexation Agreement

The owners/developers, Dennis & Virginia Brand are requesting approval from City Council to approve the Annexation Agreement for Remlok Phase 6. Dennis & Virginia Brand did not request any extraordinary conditions or variances to be placed in the Annexation Agreement. The Planning Commission gave a positive recommendation at the July 10<sup>th</sup> meeting. I recommend approval of the Remlok Phase 6 Annexation Agreement.

Respectfully,

Nathan Krebel

Zoning/Subdivision Administrator

### ORDINANCE NO. 1880

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL AND DENNIS R. BRAND TRUST, VIRGINIA L. BRAND TRUST, AND BMW TRUST FOR A TRACT OF LAND COMPRISING APPROXIMATELY 27.76 ACRES, MORE OR LESS, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.

WHEREAS, it is in the best interests of the City of Waterloo, Monroe County, Illinois, that a certain Annexation Agreement pertaining to property owned by Dennis L. Brand Trust, Virginia R. Brand Trust, and BMW Trust be entered into; and

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

WHEREAS, Dennis L. Brand Trust, Virginia R. Brand Trust, and BMW Trust, owner of record of the land which is the subject matter of said agreement, is ready, willing and able to enter into said agreement; and

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

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

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

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

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

**PASSED** this 17<sup>th</sup> day of July, 2023, pursuant to a roll call vote as follows:

YEAS:		
NAYS:		
ABSENT:		
ABSTENTION:		

### ANNEXATION AGREEMENT

### Remlok Phase 6

THIS ANNEXATION AGREEMENT is entered into this 17th day of July, 2023, between the CITY OF WATERLOO, an Illinois municipal corporation, with offices at 100 West Fourth Street, Waterloo, Illinois 62298, (hereinafter referred to as the "CITY") and Dennis R. Brand Trust, Virginia L. Brand Trust, and BMW Trust, with offices at 1187 North Moore Street, (hereinafter referred to as "OWNER AND DEVELOPER").

### **RECITALS**

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

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

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

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

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

WHEREAS, in addition to the matter specified above, the parties hereto have considered all other matters and hereby agree that the development of the SUBJECT PROPERTY for the uses

permitted in the R1 Single Family Residential District of the CITY'S Zoning Code as illustrated on EXHIBIT C attached hereto, and by this reference made a part hereof, and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and will promote the CITY'S sound planning and development and will otherwise enhance and promote the general welfare of the CITY'S residents; and

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

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

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

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

### G1.0 RECITALS.

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

### **G2.0 ANNEXATION AND ZONING.**

- G2.1 Within sixty (60) days after the execution of this Agreement, or within thirty (30) days of the payment of all applicable fees and submittal of all documents necessary for recording of this Agreement, whichever later, the CITY shall enact and adopt ordinances for the annexing and zoning of the SUBJECT PROPERTY in accordance with the special conditions of this Agreement.
- G2.2 In the event all fees are not paid or all documents are not received by the City from the OWNER and DEVELOPER within one hundred eighty (180) days of the date of this

Agreement, this Agreement shall be null and void and all rights and obligations hereunder shall then terminate.

### G3.0 FEES.

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

### G4.0 UTILITY LINES AND EASEMENTS.

- G4.1 The OWNER and DEVELOPER shall grant to the CITY, at no cost to the CITY, any easements within the SUBJECT PROPERTY which the CITY may determine are necessary for the purposes of constructing, installing, replacing, and maintaining sanitary sewers, water mains, gas lines and service facilities, electric lines and service facilities, and other utilities necessary or incidental to service the SUBJECT PROPERTY, which shall be shown on the Final Plat of Subdivision as a condition of approval thereof.
- G4.2 Easements outside the SUBJECT PROPERTY which are granted to the CITY as a condition of this Agreement shall be recorded concurrently with this ANNEXATION AGREEMENT.
- G4.3 The CITY shall allow the OWNER and DEVELOPER to use appropriate easements obtained by the CITY from other parties for the purpose of providing sanitary sewers, water mains and other utilities to service the SUBJECT PROPERTY.

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

- G5.1 The OWNER and DEVELOPER shall accept and continue to take all water and sanitary sewer service required for the SUBJECT PROPERTY from the CITY'S water supply and distribution system and from the CITY'S sanitary sewer system, respectively.
- G5.2 The OWNER and DEVELOPER shall be solely responsible for the Cost and expense incurred to extend the CITY'S water distribution system and sanitary sewer collection system to and within the SUBJECT PROPERTY in accordance with improvement plans submitted to and approved by the CITY for the SUBJECT PROPERTY. Payment shall be due before construction if the CITY agrees to construct and install the proposed extensions or any portion thereof.

- G5.3 The CITY shall permit the connection of the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S water supply and distribution system and sanitary sewer collection system, and to supply water and sanitary sewer services thereto to the same extent as supplied to other structures and areas within the CITY.
- G5.4 The OWNER and DEVELOPER shall be responsible for the cost of all water lines and sanitary sewer lines and related appurtenances located on the SUBJECT PROPERTY.
- G5.5 The OWNER and DEVELOPER shall also be responsible to pay for all infrastructure availability charges, connection fees, tap on and user fees for the CITY'S water supply and distribution system and the City's sanitary sewer collection and treatment system as set forth in Chapter 38 of the City Code and in any other ordinances, rules and regulations of the CITY.

### G6.0 UTILITY OVERSIZING.

- G6.1 The OWNER and DEVELOPER shall construct and install at its sole cost and expense all water and sanitary sewer lines shown on such improvement plans as may be submitted for approval by the CITY for the development of the SUBJECT PROPERTY.
- G6.2 If requested by the CITY, oversized water and/or sanitary sewer lines shall be constructed by OWNER and DEVELOPER as required by the CITY in accordance with the provisions of this Section G.6.0 to provide for increased capacity, not merely to compensate for slope differential.
- G6.3 Upon installation and acceptance by the CITY of said oversized lines the CITY shall reimburse the OWNER and DEVELOPER for the difference between the cost to construct the size of line required by The Subdivision Code of the CITY and the cost to construct the oversized line.
- G6.4 All such lines shall be constructed and installed in strict accordance with the provisions of Chapter 38 of the City Code of the CITY and/or other ordinances, rules and regulations of the CITY and shall become the property of the CITY upon acceptance thereof by the CITY.

### **G7.0 ELECTRICAL UTILITY SERVICE.**

G7.1 The OWNER and DEVELOPER, pursuant to 65 ILCS 5/11-117-7.1 (b), has elected and has agreed to take and continue to take all electrical power and energy required for the

SUBJECT PROPERTY from the CITY'S electrical utility system at the time such service is available.

G7.2 The CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S electrical utility system, and shall supply electrical service to those structures to the same extent service is provided on a regular basis to CITY'S other electric customers.

G7.3 The OWNER and DEVELOPER shall pay all applicable infrastructure availability charges, connection fees, extensions of distribution lines costs, service line connection costs and costs related to on-site electrical distribution facilities and customer user fees in accordance with Chapter 38 of the City Code of the CITY.

### **G8.0 GAS UTILITY SERVICE.**

G8.1 The OWNER and DEVELOPER shall accept and continue to take all gas service required for the SUBJECT PROPERTY from the CITY'S gas utility system at the time such service is available.

G8.2 Upon request by OWNER and DEVELOPER, the CITY shall connect the structures reasonably contemplated to be built on the SUBJECT PROPERTY to the CITY'S gas utility system, and shall supply gas service to those structures to the same extent service is provided on a regular basis to the CITY'S other gas customers.

G8.3 The OWNER and DEVELOPER shall pay all applicable infrastructure availability charges, connection fees, extension of distribution lines, service line connections and costs related to on-site gas distribution facilities and customary user fees in accordance with Chapter 38 of the City Code of the CITY.

### G9.0 ORDINANCES AND REGULATIONS

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

### G10.0 NO DISCONNECTION OR DEANNEXATION.

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

# G11.0 MODIFICATIONS TO THIS AGREEMENT.

- G11.1 If the OWNER and DEVELOPER wish to modify this Agreement, the CITY shall hold the necessary public hearings.
- G11.2 Such hearings shall be held and an approval granted or denial given without unreasonable delay after the request of the OWNER and DEVELOPER.
- G11.3 This Section shall not be construed to require the CITY to modify this Agreement.
- G11.4 Any such amendment or modification may be made only as to a portion of the SUBJECT PROPERTY, or as to the provisions applying exclusively thereto, and may be without the consent of the owners of other portions of the SUBJECT PROPERTY not affected by the amendment or modification.

## G12.0 BINDING EFFECT AND TERM.

- G12.1 The parties intend that the terms and conditions of this Agreement shall be a covenant running with the land and shall be recorded against the title of the SUBJECT PROPERTY and shall be binding upon and inure to the benefit of the parties hereto, their successors, lessees, legal representatives or assigns, and upon any successor CITY officials and successor municipalities for a period of twenty (20) years from the date of execution of this Agreement.
- G12.2 The zoning classification for the SUBJECT PROPERTY established by this Agreement shall survive the expiration of this Agreement, unless changed in accordance with applicable law.
- G12.3 If the SUBJECT PROPERTY is not annexed to the CITY within one hundred eighty (180) days after this Agreement is executed by the parties, this Agreement shall become null and void without any further action by the CITY.

### G13.0 CONTINUING RESPONSIBILITY.

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

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

### G14.0 RECORDING.

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

### G15.0 SEVERABILITY.

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

G15.2 The invalidity of any such provision shall not affect any zoning classification for the SUBJECT PROPERTY that has been approved by the CITY pursuant to the provision of the CITY'S ordinances. Any changes to such zoning classification shall take place only in accordance with applicable statutes and ordinances.

### G16.0 NOTICES.

G16.1 Any notice or demand hereunder from one party to another party or to an assignee or successor in interest of either party or from an assignee or successor in interest of either party to another party, or between assignees or successors in interest of either party shall be in writing and shall be deemed duly served if mailed by prepaid registered or certified mail

addressed to the parties specified in the special conditions of this Agreement or any individual or entity substituted according to subsection G19.2 of this Agreement.

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

# G17.0 GOVERNING LAW AND VENUE.

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

### G18.0 FORCE MAJEURE.

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

G18.2 Provided, however, that said time period shall be extended for only the actual amount of time said party is so delayed. Except as to a strike or lockout by or against either party's own employees or suppliers, an act or omission shall not be deemed to be "beyond OWNER'S or DEVELOPER'S control" if committed, omitted or caused by OWNER or DEVELOPER, OWNER'S or DEVELOPER'S employees, officers or agents or a subsidiary, affiliate or parent of OWNER and DEVELOPER or by any corporation or other business entity that holds a controlling interest in OWNER and DEVELOPER, whether held directly or indirectly.

### G19.0 ENFORCEABILITY.

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

### **G20.0 CUMULATIVE REMEDIES.**

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

# SPECIAL CONDITIONS FOR THE ANNEXATION OF SUBJECT PROPERTY

### S1.0 ANNEXATION AND ZONING.

S1.1 A plat of annexation prepared by WGW Engineering, LLC., dated **June 23<sup>rd</sup>**, **2023**, which conforms with the statutory requirements is attached hereto as **EXHIBIT A**, and by this reference, made a part hereof.

S1.2 The Zoning Classification for the SUBJECT PROPERTY to be annexed shall be R1 Single Family Residential, in accordance with Chapter 40 of the City Code of the CITY and as indicated on **EXHIBIT D** attached hereto and by this reference made a part thereof.

### **S2.0 TITLE INSURANCE COMMITMENT**

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

### S3.0 CONFLICT AND AMBIGUITY

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

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

provisions, or standards, contained in the Special Conditions of this Agreement, said Special Conditions shall govern and control.

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

S4.1 The OWNER AND DEVELOPER will meet the park set-aside or make the park donation by payment of cash in-lieu of land contribution as may be required by ordinance, if any, at the time of presentment of any preliminary plat for part or all of the SUBJECT PROPERTY.

# S5.0 FUTURE ROADWAY IMPROVEMENTS.

S5.1 The amount of the OWNER AND DEVELOPER'S obligation to pay for future roadway improvements shall be determined by the CITY before any improvement plans for any platted subdivisions upon the SUBJECT PROPERTY are approved by the CITY.

# S6.0 ADDRESSES FOR NOTICES REQUIRED BY THIS AGREEMENT.

IF TO THE CITY:

City Hall 100 West Fourth Street Waterloo, IL 62298

IF TO THE OWNER AND DEVELOPER:

Dennis R. Brand Trust Virginia L. Brand Trust BMW Trust 1187 North Moore Street Waterloo, IL 62298

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

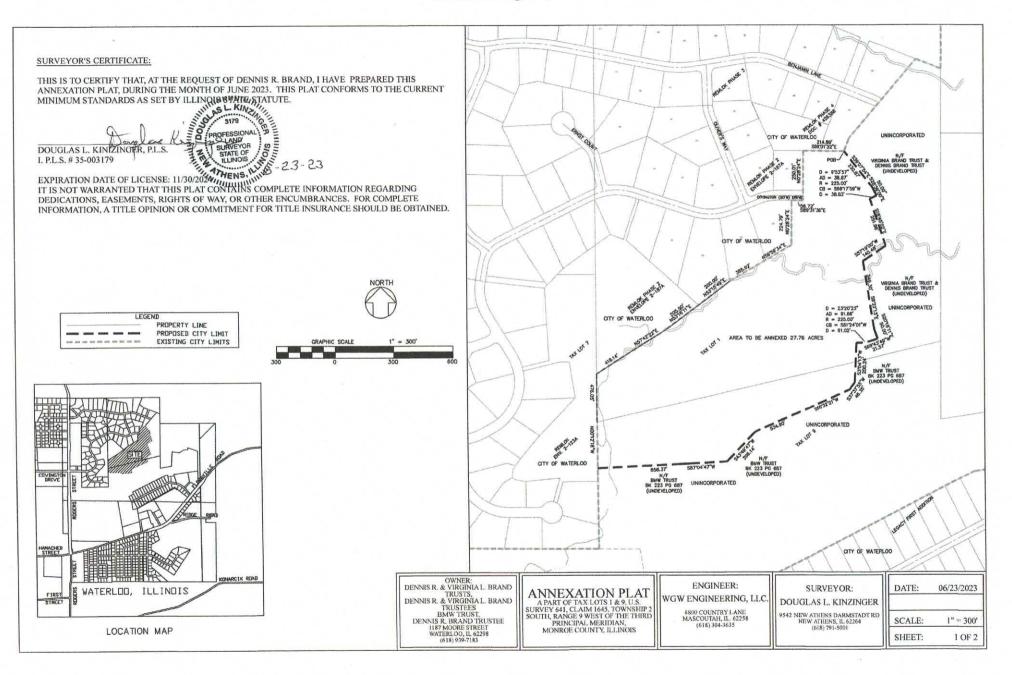
CITY OF WATERLOO

above.		CITY OF WATERLOO		
		BY:		
			STANLEY T DARTER, MAYOR	
ATTEST:				
MECHELLE CHILDERS, CI	TY CLERK			
STATE OF ILLINOIS	)			
COLINTY OF MONROE	) SS.			

The foregoing instrument was acknowledged before me by Stanley T Darter, Mayor and Mechelle Childers, City Clerk, this 17th day of July, 2023. Notary Public OWNER & DEVELOPER (Dennis R. Brand Trust Virginia L. Brand Trust BMW Trust) BY: (Dennis R. Brand Trust) (Virginia L. Brand Trust) BY: (BMW Trust) ATTEST: Nathan Krebel, Subdivision & Zoning Administrator City of Waterloo, IL STATE OF ILLINOIS COUNTY OF MONROE) The foregoing instrument was acknowledged before me by Dennis Brand, Virginia Brand, BMW Trust, and Nathan Krebel this \_\_\_\_\_day of \_\_\_\_\_\_, 20\_\_\_.

Revised: 02/20/09

Notary Public



### Exhibit "A" Page 2 of 2

ANNEXATION BOUNDARY LEGAL DESCRIPTION

PART OF TAX LOTS 1 AND 9 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, REFERENCE HAD TO THE SURVEYOR'S OFFICIAL PLAT RECORD "A", PAGE 115, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LOT 94 IN REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE SOUTH 39 DEGREES 07 MINUTES 54 SECONDS EAST, ON AN ASSUMED BEARING, A DISTANCE OF 230.87 FEET TO A POINT; THENCE SOUTH 28 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE ALONG A NON-TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 53 MINUTES 57 SECONDS, A CHORD DISTANCE OF 38.83 FEET WHICH BEARS SOUTH 66 DEGREES 17 MINUTES 59 SECONDS WEST, AN ARC LENGTH OF 38.87 FEET TO A POINT; THENCE SOUTH 18 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 251.96 FEET TO A POINT, THENCE SOUTH 57 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 140.48 FEET TO A POINT; THENCE SOUTH 09 DEGREES 22 MINUTES 13 SECONDS EAST, A DISTANCE OF 349.30 FEET TO A POINT; THENCE SOUTH 20 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 49 SECONDS WEST, A DISTANCE OF 21.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225 FEET, A CENTRAL ANGLE OF 23 DEGREES 20 MINUTES 23 SECONDS, A CHORD DISTANCE OF 91.02 FEET WHICH BEARS SOUTH 81 DEGREES 24 MINUTES 01 SECOND WEST, AN ARC LENGTH OF 91.66 FEET TO A POINT; THENCE SOUTH 03 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 200.24 FEET TO A POINT; THENCE SOUTH 37 DEGREES 37 MINUTES 55 SECONDS WEST A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 66 DEGREES 32 MINUTES 21 SECONDS WEST A DISTANCE OF 534.90 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 47 SECONDS WEST A DISTANCE OF 206.14 FEET TO A POINT; THENCE SOUTH 87 DEGREES 04 MINUTES 47 SECONDS WEST A DISTANCE OF 658.37 FEET TO A POINT ON THE EAST LINE OF REMLOK, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-123A; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID REMLOK, A DISTANCE OF 476.05 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF REMLOK PHASE 2, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-187A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID REMLOK PHASE 2 THE FOLLOWING FOUR (4) CALLS: NORTH 57 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 418.14 FEET TO A PIN; THENCE NORTH 53 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 205.50 FEET TO A PIN; THENCE NORTH 53 DEGREES 15 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A PIN MARKING THE SOUTHEAST CORNER OF LOT 34 OF SAID REMLOK PHASE 2; THENCE NORTH 59 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 365.92 FEET TO A PIN AT THE SOUTHEAST CORNER OF LOT 36 OF SAID REMLOK PHASE 2; THENCE ALONG THE EAST LINE OF SAID LOT 36 NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 224.79 FEET TO A PIN ON THE SOUTH LINE OF COVINGTON DRIVE (50' WIDE); THENCE ALONG THE SOUTH LINE OF COVINGTON DRIVE, SOUTH 89 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 56.72 FEET TO A POINT; THENCE NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST A DISTANCE OF 250.01 FEET TO A PIN AT THE SOUTHWESTERLY CORNER OF REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE ALONG THE SOUTH LINE OF REMLOK PHASE 4 SOUTH 89 DEGREES 31 MINUTES 32 SECONDS EAST, A DISTANCE OF 214.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.76 ACRES, MORE OR LESS.

ANNEXATION PLAT

A PART OF TAX LOTS 1 & 9, U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS ENGINEER:

WGW ENGINEERING, LLC

6800 COUNTRY LANE MASCOUTAH, IL. 62258 (618) 304-3635 SURVEYOR:

DOUGLAS L. KINZINGER

9542 NEW ATHENS DARMSTADT RD NEW ATHENS, IL 62264 (618) 791-5001 DATE: 06/23/2023

SHEET: 2 OF 2

# PETITION FOR ANNEXATION

To: The Mayor and City Council of the City of Waterloo, Monroe County, Illinois

 The petitioner, Dennis R. & Virginia L. Brand & BMW Trust, 1187 North Moore Street, Waterloo, IL 62298, respectfully states as follows:

Petitioner is the sole owner of record of the real estate legally described as follows:

PART OF TAX LOTS 1 AND 9 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, REFERENCE HAD TO THE SURVEYOR'S OFFICIAL PLAT RECORD "A", PAGE 115, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LOT 94 IN REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE SOUTH 39 DEGREES 07 MINUTES 54 SECONDS EAST, ON AN ASSUMED BEARING, A DISTANCE OF 230.87 FEET TO A POINT; THENCE SOUTH 28 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE ALONG A NON-TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 53 MINUTES 57 SECONDS, A CHORD DISTANCE OF 38.83 FEET WHICH BEARS SOUTH 66 DEGREES 17 MINUTES 59 SECONDS WEST, AN ARC LENGTH OF 38.87 FEET TO A POINT; THENCE SOUTH 18 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 251.96 FEET TO A POINT, THENCE SOUTH 57 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 140.48 FEET TO A POINT; THENCE SOUTH 09 DEGREES 22 MINUTES 13 SECONDS EAST, A DISTANCE OF 349.30 FEET TO A POINT; THENCE SOUTH 20 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 49 SECONDS WEST, A DISTANCE OF 21.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225 FEET, A CENTRAL ANGLE OF 23 DEGREES 20 MINUTES 23 SECONDS, A CHORD DISTANCE OF 91.02 FEET WHICH BEARS SOUTH 81 DEGREES 24 MINUTES 01 SECOND WEST, AN ARC LENGTH OF 91.66 FEET TO A POINT; THENCE SOUTH 03 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 200.24 FEET TO A POINT; THENCE SOUTH 37 DEGREES 37 MINUTES 55 SECONDS WEST A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 66 DEGREES 32 MINUTES 21 SECONDS WEST A DISTANCE OF 534.90 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 47 SECONDS WEST A DISTANCE OF 206.14 FEET TO A POINT; THENCE SOUTH 87 DEGREES 04 MINUTES 47 SECONDS WEST A DISTANCE OF 658.37 FEET TO A POINT ON THE EAST LINE OF REMLOK, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-123A; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID REMLOK, A DISTANCE OF 476.05 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF REMLOK PHASE 2, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-187A: THENCE ALONG THE SOUTHEASTERLY LINE OF SAID REMLOK PHASE 2 THE FOLLOWING FOUR (4) CALLS: NORTH 57 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 418.14 FEET TO A PIN; THENCE NORTH 53 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 205.50 FEET TO A PIN; THENCE NORTH 53 DEGREES 15 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A PIN MARKING THE SOUTHEAST CORNER OF LOT 34 OF SAID REMLOK PHASE 2: THENCE NORTH 59 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 365.92 FEET TO A PIN ATTHE SOUTHEAST CORNER OF LOT 36 OF SAID REMLOK PHASE 2; THENCE ALONG THE EAST LINE OF SAID LOT 36 NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 224.79 FEET TO A PIN ON THE SOUTH LINE OF COVINGTON DRIVE (50' WIDE); THENCE ALONG THE SOUTH LINE OF COVINGTON DRIVE, SOUTH 89 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 56.72 FEET TO A POINT; THENCE NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST A DISTANCE OF 250.01 FEET TO A PIN ATTHE SOUTHWESTERLY CORNER OF REMLOK PHASE 4. REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE ALONG THE SOUTH LINE OF REMLOK PHASE 4 SOUTH 89 DEGREES 31 MINUTES 32 SECONDS EAST, A DISTANCE OF 214.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.76 ACRES, MORE OR LESS..

- 2. The real estate is not situated within the limits of any municipalities but is contiguous to the City of Waterloo, Illinois.
- 3. There are no electors residing on the real estate.
- 4. This Petition is submitted subject to the approval of an annexation agreement to be entered into between the City of Waterloo and the Petitioner herein.

# Petitioner respectfully requests that:

- A. The real estate be annexed to the City of Waterloo by ordinance pursuant to Section 7-1-8 of the Illinois Municipal Code, as amended; and
- B. Such other actions be taken as is appropriate in regard to the real estate.

Dated: This 2014 day of 400, 2023

By

Dennis R. Brand

Dennis R. Brand Trust

Virginia L. Brand

Virginia L. Brand Trust

Dennis R. Brand Trustee

**BMW Trust** 

STATE	OF ILLINOIS	)
		)
COUNT	Y OF MONROE	)
Т	he undersigned, a	Notary Public in and for said County, in the State aforesaid, do
hereby c	ertify that Dennigh	rand personally known to me to be the same person whose name
is subscr	ibed to the forego	ing instrument, appeared before me this day in person and
acknowle	edged that as Tr	ing instrument, appeared before me this day in person and ustees the signed, sealed and delivered the said instrument as
bis free a	and voluntary act f	for the uses and purposes therein set forth.
their s	UBSCRIBED and	I SWORN to before me this <u>264</u> day of <u>June</u> , 20 <u>23</u> .

"OFFICIAL SEAL" LAUREN M. WEBER

Notary Public, State of Illinois
(Seal) My Commission Expires 11/22/23

### R-1

## Single-Family Residence

### Permitted Uses.

Growing of plants and trees on a private or commercial basis, provided no retail sales are conducted on the premises.

One-family residences.

### Permitted Accessory Uses.

Accommodations for professional servants, caretakers, watchmen, or custodians, but not as a separate detached one-family dwelling on the same lot.

Fences, hedges and walls.

Incinerators for home use, provided such are located on the lot so as not to constitute an unreasonable hazard to dwellings and other buildings on the premises or on adjacent property, and located not less than 15 feet from any dwelling on the premises and not less than ten feet from any other building on the premises.

Keeping of not more than one unoccupied camping trailer.

Off-street loading facilities.

Parking spaces not for gain in addition to minimum off-street parking.

Private: Greenhouses; tool sheds; garages or carports; tennis courts; patios. Private swimming pools.

Storage of pleasure boats.

Temporary construction sheds and temporary buildings for sale or rental offices or show houses for use during construction operations, provided all other regulations of the district are complied with, but in no case shall such office be continued beyond the duration of construction of the project or one year, whichever is greater. However, such time limit may be extended for one year by the Board of Appeals.

# Special Use Permits Required.

Any dwelling unit less than 800 square feet.

Cemeteries and mausoleums in conjunction therewith.

Churches and other places of worship, but not including funeral chapels or mortuary chapels.

Day care or nursery schools.

Fire and police stations.

Golf courses of regulation size but not including Par 3 golf courses; and provided that no clubhouse, parking lot or accessory building shall be located nearer than 500 feet to any dwelling unit or other zoning lot.

Governmental uses.

Home occupations. See § 40-4-5.

Hospitals and sanitariums.

Modular buildings, but only as an extension of a special use permit for a public, private or parochial school providing courses of instruction, at elementary and secondary levels in accordance with standards for compulsory education, and only when placed in side or rear yard areas.

Municipal and free private parking lots.

Nursery schools.

Planned unit developments.

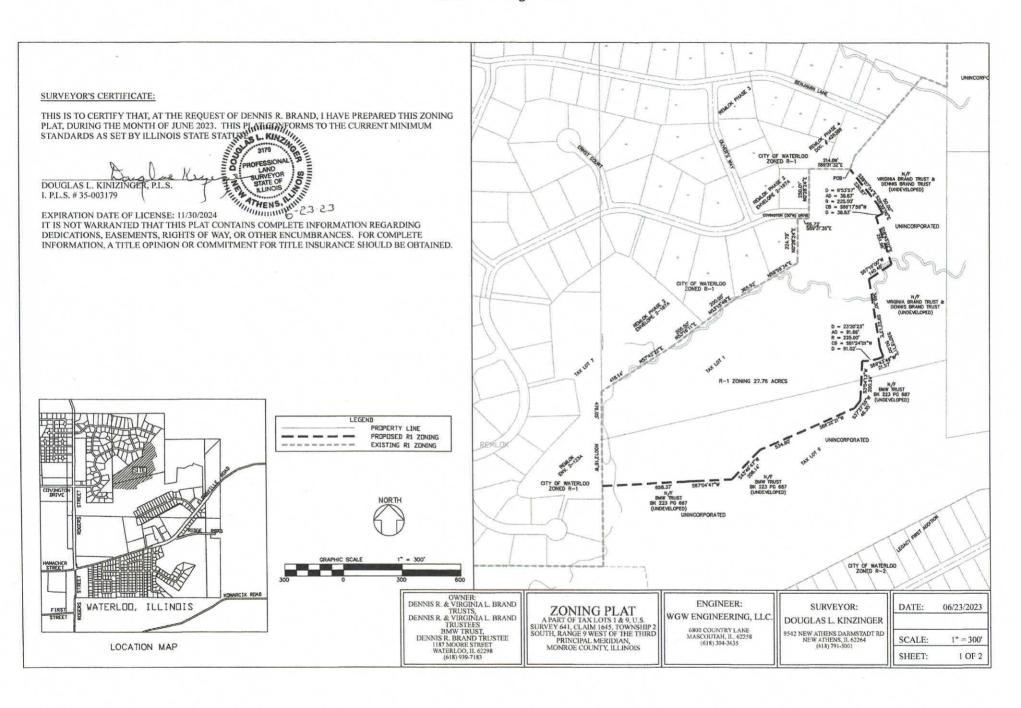
Private greenhouses.

Public libraries, museums, or playgrounds.

Public, private or parochial schools providing courses of instruction, at elementary and secondary levels in accordance with standards for compulsory education.

Public service uses, including electrical substations, gas regulator stations, lift stations, telephone exchange facilities and other similar uses.

Railroad rights-of-way, not including switching, storage, freight yards, industrial sidings, or classification yards.



### Exhibit "D" Page 2 of 2

ZONING BOUNDARY LEGAL DESCRIPTION

PART OF TAX LOTS 1 AND 9 OF U.S. SURVEY 641, CLAIM 1645, TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, REFERENCE HAD TO THE SURVEYOR'S OFFICIAL PLAT RECORD "A", PAGE 115, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LOT 94 IN REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE SOUTH 39 DEGREES 07 MINUTES 54 SECONDS EAST, ON AN ASSUMED BEARING, A DISTANCE OF 230.87 FEET TO A POINT; THENCE SOUTH 28 DEGREES 39 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE ALONG A NON-TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 9 DEGREES 53 MINUTES 57 SECONDS, A CHORD DISTANCE OF 38.83 FEET WHICH BEARS SOUTH 66 DEGREES 17 MINUTES 59 SECONDS WEST, AN ARC LENGTH OF 38.87 FEET TO A POINT; THENCE SOUTH 18 DEGREES 45 MINUTES 02 SECONDS EAST, A DISTANCE OF 251.96 FEET TO A POINT, THENCE SOUTH 57 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 140.48 FEET TO A POINT; THENCE SOUTH 09 DEGREES 22 MINUTES 13 SECONDS EAST, A DISTANCE OF 349.30 FEET TO A POINT; THENCE SOUTH 20 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 69 DEGREES 43 MINUTES 49 SECONDS WEST, A DISTANCE OF 21.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A TANGENTUAL CURVE TO THE RIGHT, HAVING A RADIUS OF 225 FEET, A CENTRAL ANGLE OF 23 DEGREES 20 MINUTES 23 SECONDS, A CHORD DISTANCE OF 91.02 FEET WHICH BEARS SOUTH 81 DEGREES 24 MINUTES 01 SECOND WEST, AN ARC LENGTH OF 91.66 FEET TO A POINT; THENCE SOUTH 03 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 200.24 FEET TO A POINT; THENCE SOUTH 37 DEGREES 37 MINUTES 55 SECONDS WEST A DISTANCE OF 46.35 FEET TO A POINT; THENCE SOUTH 66 DEGREES 32 MINUTES 21 SECONDS WEST A DISTANCE OF 534.90 FEET TO A POINT; THENCE SOUTH 43 DEGREES 49 MINUTES 47 SECONDS WEST A DISTANCE OF 206.14 FEET TO A POINT; THENCE SOUTH 87 DEGREES 04 MINUTES 47 SECONDS WEST A DISTANCE OF 658.37 FEET TO A POINT ON THE EAST LINE OF REMLOK, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-123A; THENCE NORTH 00 DEGREES 12 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID REMLOK, A DISTANCE OF 476.05 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF REMLOK PHASE 2, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE IN ENVELOPE 2-187A; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID REMLOK PHASE 2 THE FOLLOWING FOUR (4) CALLS: NORTH 57 DEGREES 42 MINUTES 22 SECONDS EAST, A DISTANCE OF 418.14 FEET TO A PIN; THENCE NORTH 53 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 205.50 FEET TO A PIN; THENCE NORTH 53 DEGREES 15 MINUTES 49 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A PIN MARKING THE SOUTHEAST CORNER OF LOT 34 OF SAID REMLOK PHASE 2; THENCE NORTH 59 DEGREES 59 MINUTES 34 SECONDS EAST, A DISTANCE OF 365.92 FEET TO A PIN AT THE SOUTHEAST CORNER OF LOT 36 OF SAID REMLOK PHASE 2; THENCE ALONG THE EAST LINE OF SAID LOT 36 NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST, A DISTANCE OF 224.79 FEET TO A PIN ON THE SOUTH LINE OF COVINGTON DRIVE (50' WIDE); THENCE ALONG THE SOUTH LINE OF COVINGTON DRIVE, SOUTH 89 DEGREES 31 MINUTES 36 SECONDS EAST, A DISTANCE OF 56.72 FEET TO A POINT; THENCE NORTH 00 DEGREES 28 MINUTES 24 SECONDS EAST A DISTANCE OF 250.01 FEET TO A PIN AT THE SOUTHWESTERLY CORNER OF REMLOK PHASE 4, REFERENCE HAD TO THE PLAT THEREOF RECORDED IN THE MONROE COUNTY RECORDERS OFFICE AS DOCUMENT NO. 426388; THENCE ALONG THE SOUTH LINE OF REMLOK PHASE 4 SOUTH 89 DEGREES 31 MINUTES 32 SECONDS EAST, A DISTANCE OF 214.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.76 ACRES, MORE OR LESS.

ZONING PLAT
A PART OF TAX LOTS 1 & 9, U.S.
SURVEY 641, CLAIM 1645, TOWNSHIP 2
SOUTH, RANGE 9 WEST OF THE THIRD
PRINCIPAL MERIDIAN.

MONROE COUNTY, ILLINOIS

ENGINEER: WGW ENGINEERING, LLC.

> 6800 COUNTRY LANE MASCOUTAH, IL. 62258 (618) 304-3635

SURVEYOR:

DOUGLAS L. KINZINGER

9542 NEW ATHENS DARMSTADT RD NEW ATHENS, IL 62264 (618) 791-5001 DATE: 06/23/2023

SHEET: 2 OF 2

10D

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

July 17, 2023  (Date)  n of matter to be placed on agenda: ion and Action on Ordinance. No. 1881 Approving an Annexation of wned by Dennis R. Brand Trust, Virginia L. Brand Trust & BMW To of Land Comprising Approximately 27.76 Acres, more or less, at the Corporate Boundaries of the City of Waterloo, IL.
ion and Action on Ordinance. No. 1881 Approving an Annexation of wned by Dennis R. Brand Trust, Virginia L. Brand Trust & BMW Trof Land Comprising Approximately 27.76 Acres, more or less, to the Corporate Boundaries of the City of Waterloo, IL.
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anon to be requested.
late: 06-26-23
oy:
bel, Subdivision & Zoning Administrator
DISPOSITION
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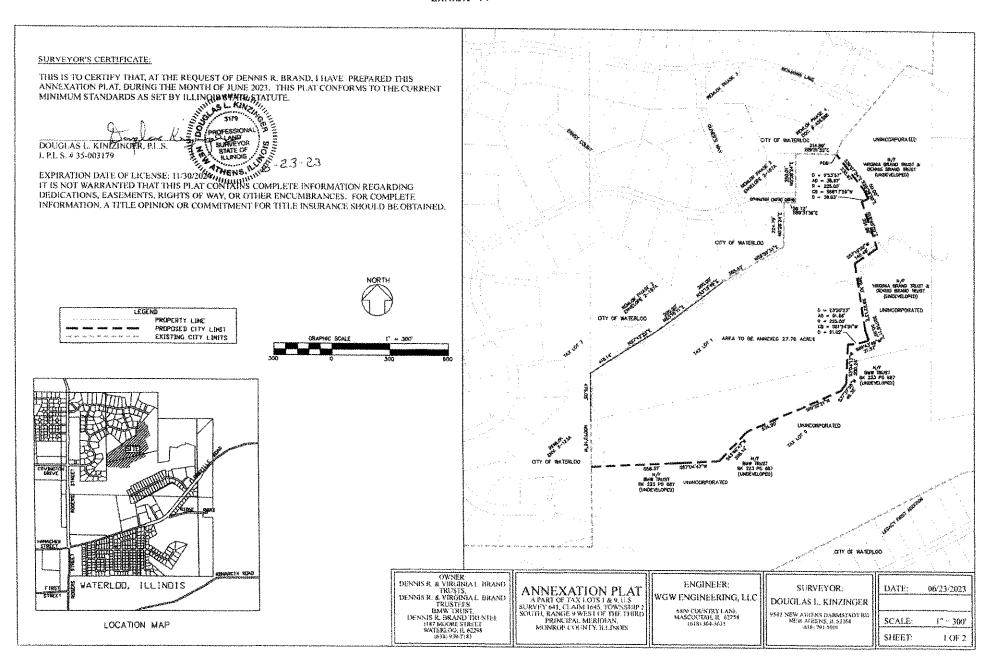
### ORDINANCE NO. 1881

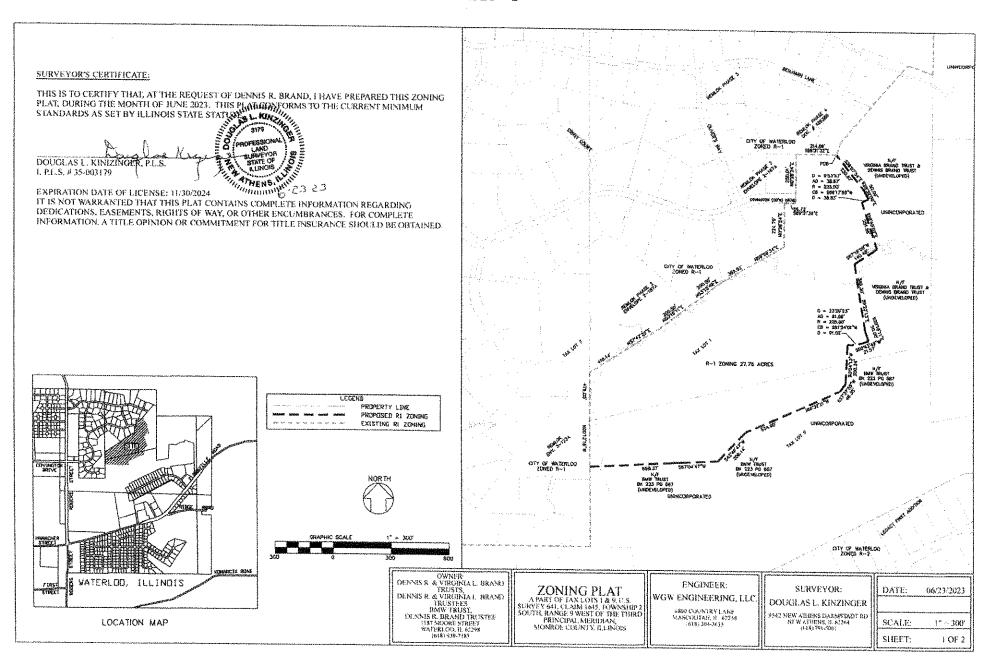
- AN ORDINANCE APPROVING THE ANNEXATION AND ZONING OF PROPERTY OWNED BY DENNIS R. BRAND TRUST, VIRGINIA L. BRAND TRUST, AND BMW TRUST FOR A TRACT OF LAND COMPRISING APPROXIMATELY 27.76 ACRES, MORE OR LESS, CONTIGUOUS TO THE BOUNDARIES OF THE CITY OF WATERLOO, IL.
- WHEREAS, a written petition signed by the legal owner of record of all land within the territory hereinafter described has been filed with the City Clerk of the City of Waterloo, Illinois requesting that said territory be annexed to the City of Waterloo, Illinois; and
  - WHEREAS, there are no electors residing in said territory; and
- WHEREAS, said territory is situated in Monroe County, Illinois and is not within the corporate limits of any municipality but is contiguous to the City of Waterloo, Illinois; and
- WHEREAS, legal notices regarding the intention of the City of Waterloo, Illinois to annex said territory have been sent to all public bodies required to receive such notice by state statute; and
- WHEREAS, copies of such notices required to be recorded, if any, have been recorded in the office of the Recorder of Deeds of Monroe County, Illinois; and
- WHEREAS, the legal owner of record of said territory and the City of Waterloo have entered into a valid and binding Annexation Agreement relating to such territory; and
- WHEREAS, petition by the owner, and all documents and other necessary legal requirements are in full compliance with the terms of said Annexation Agreement and with the Statutes of the State of Illinois, specifically 65 ILCS 5/7-1-8; and
- WHEREAS, it is in the best interests of the City of Waterloo, Illinois that the territory be annexed and zoned as requested.
- **NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Waterloo, Illinois as follows:
- **SECTION ONE.** That the following territory situated in the County of Monroe in the State of Illinois, being described and indicated on an accurate map of the annexed territory (which is appended hereto as Exhibit A and is made a part this ordinance) is hereby annexed to the City of Waterloo, Illinois.
- **SECTION TWO.** The aforesaid parcel of land is hereby zoned "R-1" Single Family Residential as shown on an accurate map, which is appended hereto as Exhibit B.

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

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

<b>PASSED</b> this 17 <sup>th</sup> day of July, 2023,	pursuant to a roll call vote as follows:
YEAS:	
NAYS:	
ABSENT:	
ABSTENTION:	
	<b>APPROVED</b> by me this 17 <sup>th</sup> day of July, 2023.
	STANLEY T. DARTER, Mayor City of Waterloo, Illinois
ATTESTED, Filed in my office, and published in pamphlet form.	
MECHELLE CHILDERS, City Clerk City of Waterloo, Illinois	





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

,	7, 2023 Date)
Description of matter to be placed	on agenda:
Consideration and Action on 1/2 Pa	age Ad to be placed in the Tourism Times
Fall/Winter Issue in the amount of	\$700.00 to be paid out of the Hotel/Motel
Tax Fund.	
Relief or action to be requested: Approval.	
Submittal date: July 10, 2	2023
Submitted by: Sarah Deutch, Community Relation	ions Coordinator
D	ISPOSITION
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Agenda Item No. 12	2.B
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

Reque	est is made for placement on the agenda for meeting to be held on:  July 17, 2023
	(Date)
	ption of matter to be placed on agenda:
Consid	deration and Action on Billboard Advertising on the Digital Board West
	JB Bridge through Discover Downstate Illinois Tourism Bureau for a Thre
_Month	Term (September, October, November) at a Cost of \$1,900.00 per Four-
Week	Period (\$1,615.00 after Tourism Bureau Discount) to be paid out of the
Hotel/	Motel Tax Fund.
Relief Appro	or action to be requested: val.
Submi	ttal date: July 10, 2023
Suhmi	tted by:
	h Deutch, Community Relations Coordinator
	ar beaton, community reductions coordinator
	DISPOSITION
	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
	Janlay Marion
	Mayor



# **Digital Billboard**



### 0050AD1

**Location Description:** I-255 0.2 mi W/O Jefferson Barracks Bridge SS **Facing:** West

**Longitude: -90.281667 Latitude: 38.487783** 

Face Size: 14 x 48 Geopath # 30578612

**Pixel Size:** 416x1504

### **Area Description:**

This digital billboard is located at the Jefferson Barracks Bridge on I-255 targeting motorists traveling eastbound over the Mississippi River into Illinois. It is the only digital billboard on I-255 and one of only three total billboards East of Lemay Ferry Road to IL Route 3. Local area commuters include residents of South St. Louis County, St. Louis City and many Illinois communities in Monroe and St. Clair County. This section of I-255 also includes motorists bypassing the congested interstates through St. Louis.

0050 was originally built as a static bulletin and has been permanently sold to the same advertiser for 20+ years.

Nearby businesses include the Jefferson Barracks Memorial & National Cemetery, National Shrine of Our Lady of the Snows , River City Casino, multiple automobile dealerships and the Westfield South County shopping center.

### Why choose digital?

Digital billboards make your message STAND OUT-like a large HDTV-your message is bright and eye catching to consumers. It will attract attention!

P: 314.423.5040 Web: ddimedia.net

Each digital advertiser receives over 1200 message spots per 24 hours. You cannot purchase that level of coverage in any other medium at an affordable rate.



# Christine Orr - Illinois SouthTourism Waterloo Illinois Billboard Proposal

June 76, 2023

Number	Site				4-We	ek Rate for	4-Week Rate for	4-Week Rate
		Facing	_	Weekly Imps 18+ Current Advertiser	One f	Period	Three Periods	Annual Lease
UUSUAUI	I-255 0.2 mi W/O Jefferson Barracks Bridge SS	West	14 x 48	131802 Digital	\$	2,000.00	\$ 1,900.00	1,700.00
0106A	I-255 1.5 mi S/O Hwy 15 WS	North	14 x 48	212662 Goldblatt & Singer Attorneys	\$	2,300.00	\$ 1,600.00	1,300.00

Terms:

Rates are based on a 4-week ad cycle for the number of periods suggested above

Digital location receives 1200 ten-second message daily (:10 dwell, :70 loop, 24 hrs of operation)

Static locations will have one vinyl wrap provided at no cost, additional vinyl wraps may be purchased and installed for \$1000 each

Illumiation on static unit is from dusk to midnight with AM drive Locations are subject availability but are currently open for lease

reciida itelli 140.	Agenda	Item	No.	12C
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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:  July 17, 2023
2.	Description of matter to be placed on agenda:  Consideration and Action on Platinum Level Sponsorship of Songs4Soldiers  Benefit Concert at a Cost of \$4,000.00 to be Paid from Hotel/Motel Tax Fund.
3.	Relief or action to be requested: Approval.
4.	Submitted by: Sarah Deutch, Community Relations Coordinator
	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 Mayor

Agenda Item No.	12D	
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AGENDA REQUEST
(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

Reque	st is made for placement on the agenda for meeting to be held on:  July 17, 2023  (Date)
Descri	ption of matter to be placed on agenda:
	leration and action on the annual renewal of the CBIZ ACA Checkpoint
for \$2,	930. See attached summary.
	or action to be requested:
Approv	val
Submit	tal date: 7/5/2023
Sublin	173/2023
Submit	ted by:
Saundr	a Eckstadt, Human Resource Coordinator
	DISPOSITION
	DISPOSITION
	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
	Jacq T. Savar
	Mayor

CBIZ ACA CheckPoint is a digital tool designed to assist employers in navigating the challenges of Affordable Care Act (ACA) compliance. This web-based solution helps employers determine the full-time status of their employees as defined by the ACA, keep track of their employees' information, manage coverage offers, and document ACA compliance. By utilizing this tool, employers can reduce their tax liability, prevent potential penalties, and meet the Employer Shared Responsibility requirements of the ACA.

Standard in-house solutions and conventional payroll or benefit administration reporting fall short in handling the ever-changing intricacies of the ACA. CBIZ ACA CheckPoint leverages employer-specific data to provide valuable assistance in IRS Reporting, generating employee statements, and filing the necessary forms with the IRS. This tailored approach will ensure the City of Waterloo will effectively navigate the complexities of the ACA while fulfilling their reporting obligations accurately.

Agenda Item No.	12E
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

July 17, 2023  Close  Description of matter to be placed on agenda: Consideration and Action on Approval of Moore Asphalt Inc. for the Country Club Lane at Sherwood Lane in the Amount of \$28,500.00 Contingency Amount of \$2,850.00 for a Total Amount of \$31,350.  Lelief or action to be requested: Lepproval.  Lelief or action to be requested: Lepproval.  DISPOSITION  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	d on:
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# MOORE ASPHALT INC. Moore Asphalt Inc.

Moore Asphalt Inc.
1 Commercial Street
Millstadt, IL 62260
(618)476-1584

DATE	PROPOSAL NO.
6/29/2023	3340

NAME / ADDRESS
City of Waterloo
100 West Fourth Street
Waterloo, IL 62298
tbirk@waterloo.il.us
Tim Birk

P.O. NO.

DESCRIPTION	то	TAL.
Job Location: Country Lane - Pave road 238 feet long and 25 feet wide. Put 3 inches of Binder down roll and tamp until sets up. Put 3 inches if Surface mix down roll and tamp until sets up.		28,500.00
All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation form above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.  Signature:		
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  Date of Acceptance:		
Signature:		
PAYMENT DUE UPON COMPLETION OF JOB.		ANALYS CONTRACTOR OF THE PROPERTY CONTRACTOR OF
	TOTAL	\$28,500.00

Agenda Item No.	12F
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	July 17, 2023
Deceris	(Date)
	ption of matter to be placed on agenda:
City H	eration and Action on Approval of Moore Asphalt Inc. for the Paving of
of \$4.1	all Parking Lot in the Amount of \$41,300.00 plus a 10% Contingency Ar 30.00 for a Total Amount of \$45,430.00.
01 \$7,1	50.00 for a Total Alliquitt of \$45,450.00.
Relief	or action to be requested:
Approv	/al.
Submit	tal date: 07-10-23
0.1	
Suomit	1
	ted by:
	ted by: rk, Director of Public Works
	rk, Director of Public Works  DISPOSITION
	rk, Director of Public Works
	DISPOSITION  Matter to be placed on agenda for meeting date requested.
	rk, Director of Public Works  DISPOSITION
	DISPOSITION  Matter to be placed on agenda for meeting date requested.
	DISPOSITION  Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on

# MOORE ASPHALT INC. Moore Asphalt Inc.

Moore Asphalt Inc. 1 Commercial Street Millstadt, IL 62260 (618)476-1584

DATE	PROPOSAL NO.
2/23/2023	3264

NAME / ADDRESS	
City of Waterloo	
100 West Fourth Street	
Waterloo, IL 62298	
tbirk@waterloo.il.us	
Tim Birk	

P.O. NO.	

DESCRIPTION	TOT	AL
Job Location: City Hall - Remove all of old asphalt on upper and lower parking lot, haul 5 loads of grade 8 rock on job, grade and roll rock. Put 2.5 inches of asphalt down roll and tamp until sets up. Stripe parking lots.		41,300.00
All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation form above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.  Signature:  ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are		
hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.  Date of Acceptance:  Signature:		
PAYMENT DUE UPON COMPLETION OF JOB.		
	TOTAL	\$41,300.00

Agenda Item	No.	12G
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	July 17, 2023 (Date)
D	
_	otion of matter to be placed on agenda:
Consid	eration and Action on the Approval of Remlok Phase V Improvement Pl
and the	Signing of an IEPA Water Permit.
Relief	or action to be requested:
Approv	al.
Submitt	tal date: 06-26-23
Submitt	ad by
Naulan	Krebel, Subdivision & Zoning Administrator
	DVGDAGUTION
	DISPOSITION
	DISPOSITION  Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on

STANLEY T DARTER, 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 Darter & City Council

From:

Nathan Krebel

Date:

7-14-2023

Re:

Remlok Phase 5 Improvement Plans

The owners/developers, Dennis & Virginia Brand has submitted Remlok Phase 5 improvement plans and bridge design for approval. This is a 2 lot subdivision of Lot 92 in Remlok Phase 4 (see attached).

The improvement plans and bridge design have been reviewed and approved by HMG. Public Works approved the submitted plans at the July 6<sup>th</sup> plat review meeting. I recommend the approval of Remlok Phase 5 Improvement Plans.

Respectfully,

Nathan Krebel

Zoning/Subdivision Administrator



15 (panel) gramm central transaction field hours, would demand any page on stage of exemptables

Delifytime bases of saturated states are decoupled by home times considering the charge sectors replication

3) The contrary is temporable for morning off \$1,00000000 observations period requirement to constraint to do one inter-Contractor shall comply to shall provide to differ supplied and speculatings to and described support realistic

4. The developer entities overcome shall be copressible for moraling the sciences occured to approved be the title of Materice, Editoriphia reactionarizing web-the gradient incomes of more mobile found a collection.

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17) The overment shall construct all sorgers servers in accordance with the stocking quarternies for cover and space mean construction in Hiller's and the City of Waterless construction denile.

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Do will standard agent circle against to loss of applied agent 2 feet behind code. Take shall be renamicial per tige only of Warehov construction details.

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29) No slope cut or fall dipil excess? Exercised to 1 various

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17/21. Visitate frees output shall be presented from damage draine employees.

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We Consection of particles field corporated in the performance of the product operation and accordance Part of properties and confer in the adaptively particles.

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We Has Developin shall in metiner the arbitral incommence with the ranging monomer, token regulations, however of the "thy of Westerloop (Buses), metile. State of Editings.

No. All parties and solin drail for proposal and time for find 200 for wairing times to possificate with All MARADA. "Marked forefer for inflictions and publication in replace being of insulind treats? Account fing forest firm." Mai 1816, "Marked Execution Marked Section Mark

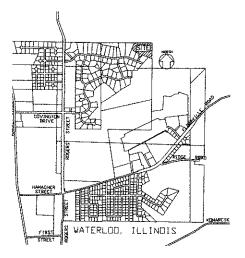
66. All Santary second chall be record to enthal utilitiations of distinction or exhibiting of an under processes, and for deflection of florido distinguishment per as described in Section 84.1 53 of the Standard Specifications for Wass and Sect. Chair Production in Highlight Association of Section 20.1 54.1 55.

\$2.5 Sending shall be show according to Arrisk 25 of the Standard Specialization. Claim 2 to define analysis. Dates waters of part of the Sending Send

28 all chromatic finarca flage is infor Lengel From Gleratina shoots in plans. Special penging Loopard Lors en Flora Elevation shoots in plans Special post in provide adult for local financial using anniary scale of objects paid of the local post.

# **IMPROVEMENT PLANS FOR REMLOK PHASE 5**

A PART OF TAX LOT 1, U.S. SURVEY 641, CLAIM 1645, T.2S., R.9W. OF THE 3RD P.M., MONROE COUNTY, IL.



### CIVIL/SITE ABBREVIATIONS



### LEGEND

Finish Figur Davistigo Lawsel Floor Geration Telephone Line Sos Line Dwirhers Electric
Underground Section
X Sit Fence or Strop

ç. Fire Hutrani

### LECT-16 1/70LITOES

GAS - CITY OF WARRANGED THE WEST IN CARTEST REFERENCES IN PROCESSION ASSOCIATION. REDUBERCHY - CHYS OF MACKED AS TO DIFFER POLICED MIRRED, WASSELD AS, ILLEADER 62299, (18) 000-000 SAKITARY SEAVER - CITY OF WATER CO., OF WEST POURTH RESPECT, WATERSON, ILLINOUS OFFIC, AIR-OWAGES WATER - CLEY OF WATERLOOF FOR WEST FOURTH STREET, WATERLOOF ILLINOIS COPE, OR OWNERING

TELEPLONE STARRING OF THE PRESENCE OF REPART THE SOFT THE MAIN STREET, WHITERESO, HE INDICATES, ARRANGED IN PABLETV = OBARTER CARLE, 210 West OIV 2000R, \$222.55 U.E.R. ELECTROP 2002, \$152465.09.90

INDEX OF SHEETS

C-1.0 COVER SHEET

C-2.0 GRADING/EROSION CONTROL PLAN

C-2.1 EROSION CONTROL DETAILS

C-3.0 SITE PLAN

C-5.0 STORM SEWER, SANITARY SEWER & STREET PROFILES

C-6.0 WATER MAIN DETAILS

C-6.1 WATER MAIN DETAILS

C-7.0 STORM SEWER DETAILS

STORM SEWER DETAILS

C-8.0 SANITARY SEWER DETAILS

PAVEMENT DETAILS

SIDEWALK DETAILS

DEVELOPER D & A BUILDERS 11X7 Moore Road Woterloo, II, 62298 (618) 939-7183 Contact: Dennis Brand

DIGINGER.
WOW ENGINEERING, LLC
WAYNE G. WALLER, P.E.
6800 CHENTRY LANE
MASCOUTARE B. 62258 061E) 304-3635 HOPH - PROFESSIONAL DESIGN FIRM LICENSE NUMBER (84-004737 EXPIRES 30 APRIL 2023

> GROSS ANEA 1 5.51 AC NET COT AREA : 8.08 AC

OWNERS: BMW TRUST, DENNIS R. BRAND TRUSTEE 1187 MOORE ROAD WATERLOO, B. 62298 46121939-7183

SURVEYOR.
DOUGHAS I. KINZINGER, PL.S., PE.
9542 NEW ATHEMS DARMSTADT ROAD
NEW ATHEMS, IL 62264 46181 791-5003 BLS 475-003179 EXPERES 11:30:3034

SITE BENCHMARK: MONGAGENT 61701 & APPROXIMATELY 0.3 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 60 OF TREMLOK PHASE

N 614600 50 F 2301017 84 ELEV: 624.70 (NAVI) 880 Freparal For-1) & A BUILDING USEN, MOORE ST WATERLOO IL 6239 (618) 930-2181

ENGINEER: SWECHSTREAM, I SARVO TAIL ILLESS WGW

SURVEYOR: DOUGLAS E. KINZINGER

Lie Exp

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REMLOK PHASE SHEET COVER

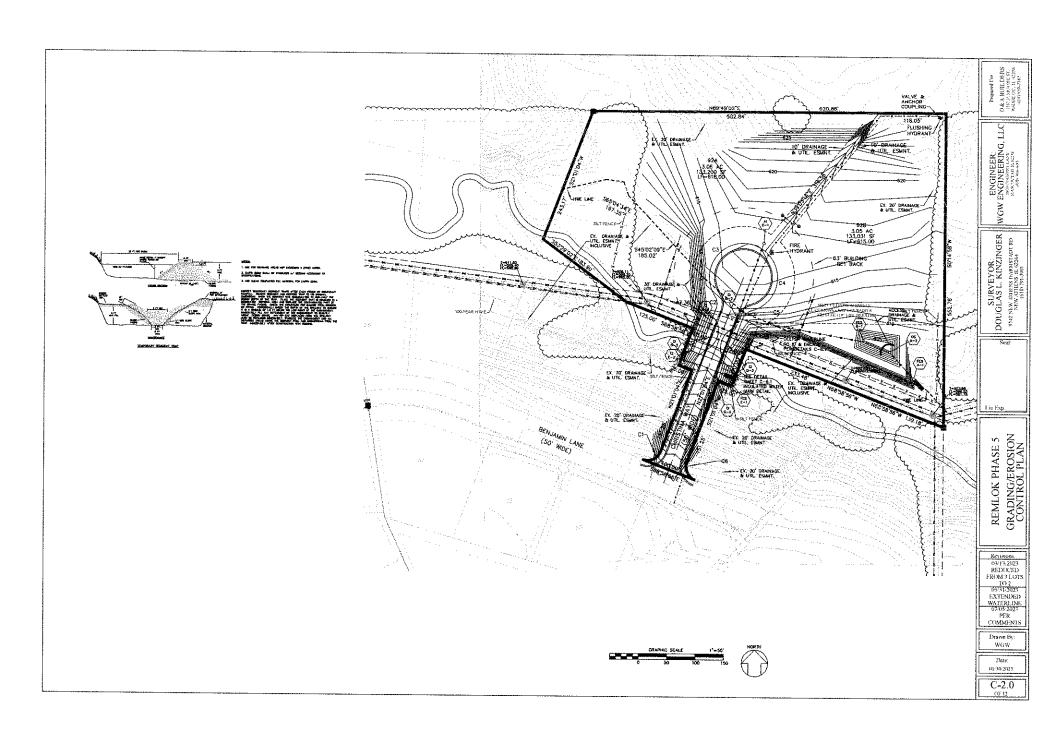
Revisiona. 03/13/2023 FROM 3 LOTS

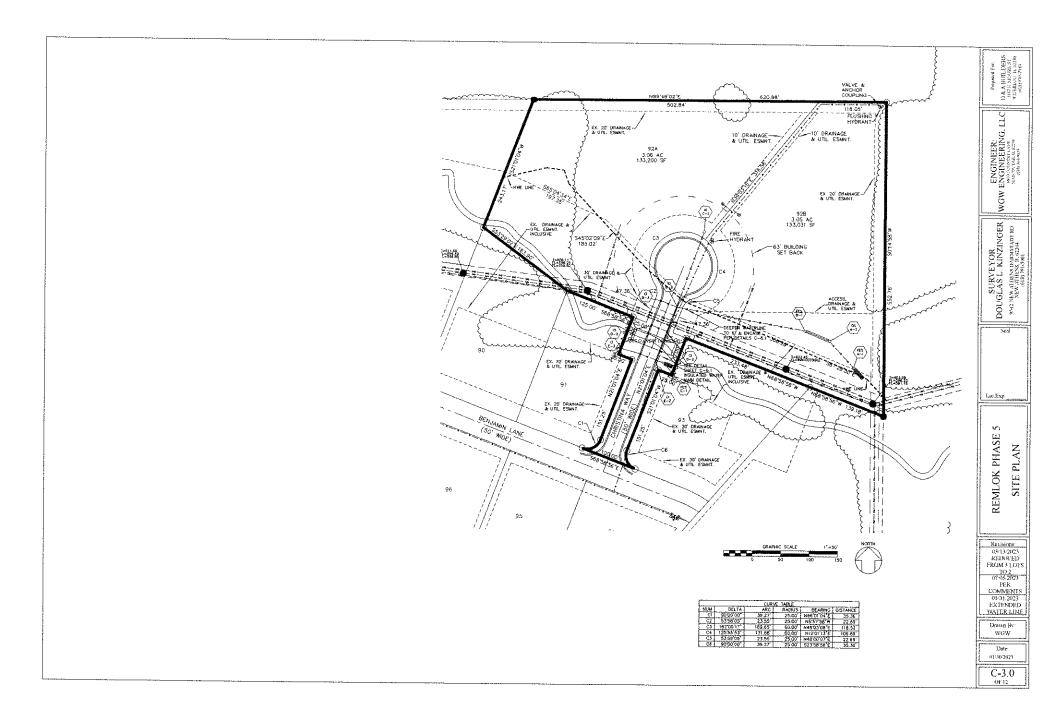
07-05/2023 PER COMMENTS

Drawn By WGW

Date 01:30:2023

C-1.0OF 12







# Engineer's Submittal Review

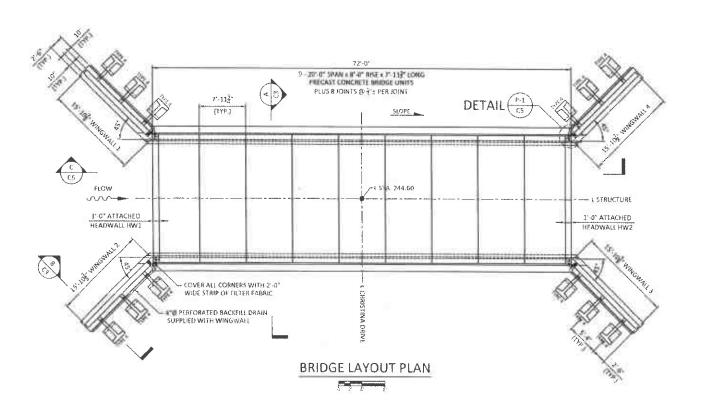
PROJECT: Waterloo Remlok Phase 5 Subdivision	HMG NO.: 6592.048
PRODUCT: 3-Sided Structure	
SPECIFICATION:	
SUBMITTAL NO: 1	SUBMITTAL DATE: 6/19/2023
3001VIII 1712 140. 1	SOUTH THE DIVIE. OF COPEDED
Engineer's review is for general conformance with the design	No Exceptions Taken     ■ No Except
concept and contract documents. Markings or comments shall not be construed as relieving the Contractor from compliance	☐ Note Markings
with the project plans and specifications, for departures therefrom. The Contractor remains responsible for details and	Rejected
accuracy for confirming and correlating all quantities and dimensions, for selecting fabricating processes, for techniques of	Confirm
assembly, and for performing work in a safe manner.	Resubmit
<u>Comments</u>	
<u>Comments</u>	



## **REMLOK PHASE 5**

WATERLOO

**ILLINOIS** 



#### DESIGN NOTES

1. THIS STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS "EBPD BRIDGE DESIGN SPECIFICATIONS", 91 H EDITION AND INTERIM SPECIFICATIONS TO DATE DESIGN LOADS ARE AS FOLLOWS:

BRIDGE UNITS: HL-93 DESIGN FILL HEIGHT: 1'-0" MIN, TO 5'-0" MAX HEADWALLS: EARTH PRESSURE ONLY WINGWALLS: EARTH PRESSURE ONLY

- 2. THE FOUNDATIONS FOR THIS PROJECT ARE DESIGNED IN ACCORDANCE WITH:
- \*ASSUMED ALLOWABLE BEARING RESISTANCE: 7,000 PSF
- IL CONFORMANCE TO THESE DISAWINGS. SPECIFICATIONS, AND EXISTING CONDITIONS. INCLUDING HYDRAULIC CAPACITY, SCINIR, GRADING AND SOIL CONDITIONS SHALL BE VERSEED BY CITHERS.
- 4. THE ENGINEER HAS NOT BEEN RETAINED OR COMPERNATED TO PROVIDE BESIGN AND/OR. CONSTRUCTION REVIEW SCHOOLS RELATED TO THE CONTRACTOR'S SAFETY PRECAUTIONS OR TO MEANS, METHODS, TECHNIQUES OR PROCEDURES FOR THE CONTRACTOR TO PERFORM THE WORK THE UNDERTAKING OF PERIODIC SITE VISITS BY THE ENGINEER MALL NOT BE CONSTRUED AS SUPERVISION. DE ACTUAL CONSTRUCTION NOR MAKE HIM. RESPONSIBLE FOR PROVIDING A SAFE PLACE FOR THE PERFORMANCE OF THE WORK BY THE CONTRACTOR. SUB-CONTRACTOR OR ANY PERSON ON THE SITE.

#### **MATERIALS - FOUNDATION**

- 1. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI
- 2. REINFORCING STEEL SHALL CONFORM TO ASTM A615
- \* AT THE TIME OF DESIGN, A GEOTECHNICAL REPORT FOR THE PROJECT WAS NOT AVAILABLE IT IS THE ENGINEER OF RECORD'S, OWNER'S, AND/OR THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE ACTUAL SITE CONDITIONS ARE CONSISTENT WITH THE ASSUMED SOIL BEARING CAPACITY, IT IS RECOMMENDED THAT A GEOTECHNICAL ENGINEER VERIFY THE ASSUMPTIONS TO VALIDATE DESIGN.



**FOR APPROVAL** 

D&A BUILDERS

**REMLOK PHASE 5** 

COUNT

STATE N

PRETER

F.O. BOK 351 SELIBROOK, CH. 65305 880.241.0925

BATE 5 TO VIGE DESIGNED BY ICC BRAWN BY SAL

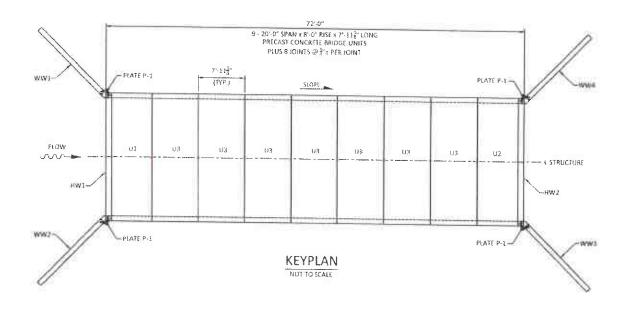
PROJECT NUMBER 71-075





# **REMLOK PHASE 5**

WATERLOO **ILLINOIS** 





### FOR APPROVAL

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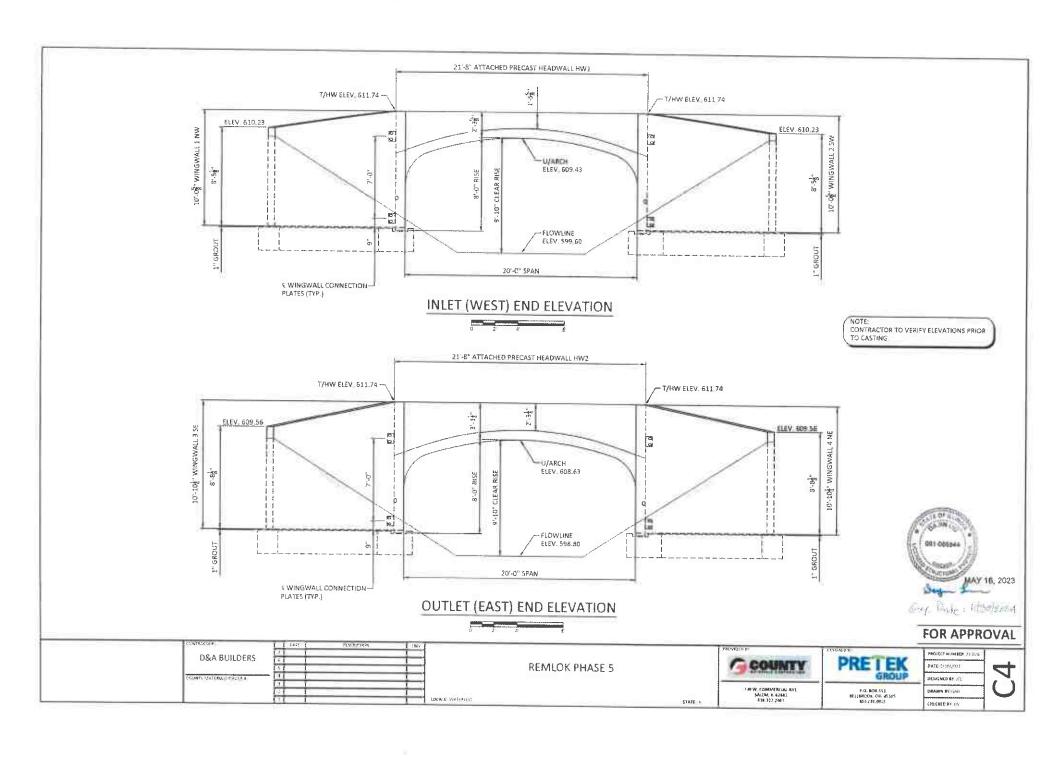
**REMLOK PHASE 5** 

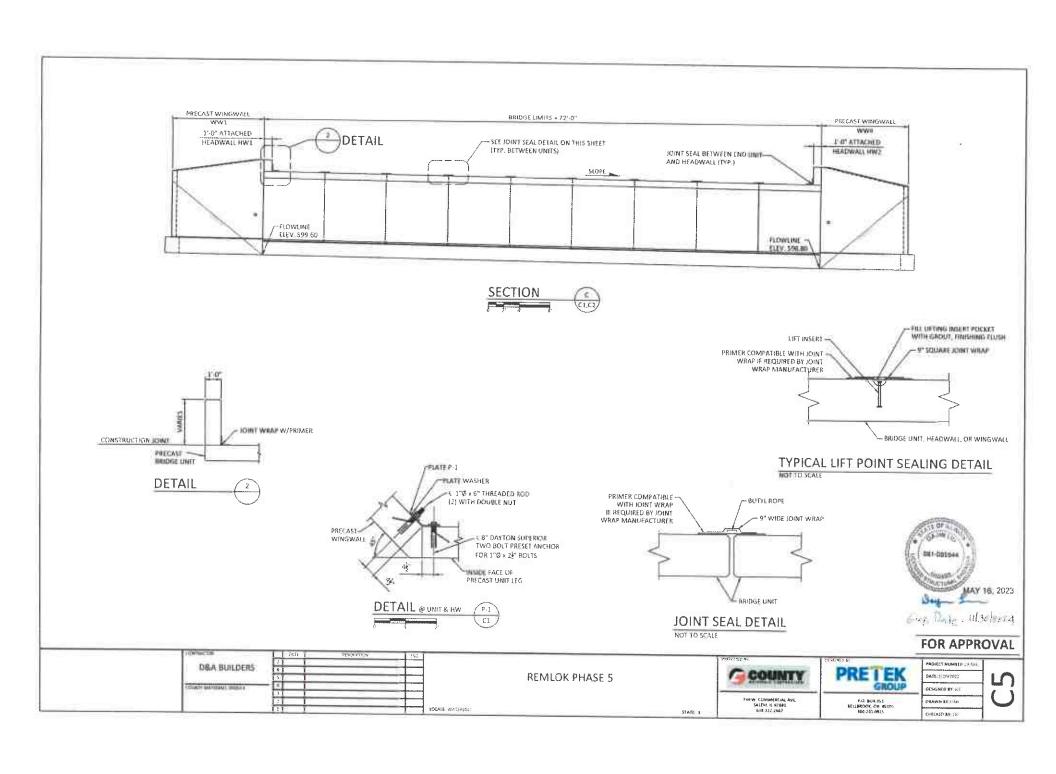


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boundaries of an area served by another PWS?

# Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

### Division of Public Water Supplies Application for Construction Permit

The regulations referenced in this application are taken from the Illinois Environmental Protection Act, 2007. All subsequent rules, regulations, and violations listed in this document can be found within the Act. This application may be completed online, a copy saved locally, and printed before it is signed and mailed to the Illinois EPA.

1. Name of Public Water Supply	City of Waterloo				
2. Facility ID.	IL1330300	County Monroe	• • • • • • • • • • • • • • • • • • •		
3 Location of Project	Waterloo, II				
4. Title of Plans	Remlok Phase 5				
Number of Construction Drawi	ngs 12				
5. Documents being Submitted	<ul> <li>✓ Application for Constructio</li> <li>✓ Schedule A - Cost Estimat</li> <li>✓ Schedule B - Water Main O</li> <li>✓ Specifications</li> <li>✓ Construction Drawings</li> </ul>	te	☐ Engineer's Design S ☐ Schedule C-I Well D ☐ Schedule C-II Well C ☑ Permit Fee (Applical	rilling Only Completion	ain Only)
6. Scope of Project:					
Installation of 889 LF of 8" PV	C for residential subdivision.				
7. Illinois Commerce Commission Commerce Commission rules?	Are you a privately owned w	ater company s	subject to Illinois	○Yes	No     No
8. Infringement on Other Public	Water Supplies: Will any part	of this project	be located within the	○Yes	<ul><li>No</li></ul>

#### 9. Certifications

NOTE: Each person signing this application certifies that the information in the application is complete and accurate, and that the text of the application has not been changed from the Agency's official construction permit application form.

9.1) Certificate by Design Engineer				
I hereby certify that I am familiar with and belief such information is true, co Name Wayne G. Waller	i the information conta omplete and accurate.	ined in this applicat		
Firm WGW Engineering, L	IC		Registration	Number <u>062-052994</u>
Address 6800 Country Lane S				
City Mascoutah	70di1	7-11-11-11-11-11-11-11-11-11-11-11-11-11	State IL	7in 60050
Phone Number (618) 304-3635	Email (ontion:	al) wallerfarms@yal		Zip <u>62258</u>
(0.0) 00 / 000		ii) walleriaiiiis@yal	100.0011	
	Signature		C	Pate
9.2) Certificate by Applicant(s) to Construc	et			
I hereby certify that I have read and t representative company hereby agre this Construction Permit.	horoughly understand e to conform with the	the conditions and Standard Condition	requirements of this s and any Special C	s submittal. I/the conditions made part of
Name Dennis R. Brand				
Address 1187 North Moore Street				
City Waterloo	State IL	Zip <u>62298</u>	Phone Num	ber (618) 939-7183
	Signature	V	D	ate
9.3) Water Main Fees  Section 16.1 of the Illinois Environme for the installation or extension of wat facilities) to public water supply systemany construction application without the schedule applies per Section 16.1(d)	ter mains. There are no ms and only certain wo he required fee. Excep	o permit fees for oth ater main projects a	ner improvements (f ire affected. The Ag	or example, treatment ency will not approve
Fe	ee : Total Length of W	/ater Main		
<b>(</b> \$	0 : 200 feet or less			
\$ 24	0 : Greater than 200 fe	et but not more that	in 1,000 feet	
○ \$ 72	0 : Greater than 1,000	feet, but not more	than 5,000 feet	
○ \$120	0 : Greater than 5,000	feet		
Please check the appropriate fee; ma this application. Any fee remitted to th part.	ke check or money ord e Agency <u>shall not</u> be	der payable to: <i>Trea</i> refunded at any tim	asurer, State of Illino ne or for any reason	ois and submit along with , either in whole or in

9.4) Water Main Fee Exceptions - READ CARELLLY		
	BEFORE SIGNING THE FOLLOW	ING
The Water Main Permit fee does not apply to:		
<ul> <li>a. Any Department, Agency or Unit of State (</li> </ul>	Government.	
<ul> <li>b. Any unit of local government where all of the</li> </ul>	he following conditions are met:	
<ul> <li>The cost of the installation or exter grants or loans, federal grants or lo</li> </ul>	nsion is paid wholly from monies of pans, or any combination thereof.	the unit of local government, state
<ul> <li>ii. The unit of local government is not person (except for State grants or</li> </ul>	t given monies, reimbursed or paid, loans or federal grants or loans.	either in whole or in part, by anothe
1,	hereby certify that this p	project meets the above criteria.
(Unit of local government & signature of authorized of	fficial)	
DO NOT SIGN HERE UNLESS	PROJECT MEETS FEE EXCEPTION	ON CRITERIA.
9.5) Agreement to Furnish Water (this section must be o	completed if applicable)	
The City of Waterloo	has agreed to furnisl	n water to the area in which
(City, Town, Village, Water Company or Water A	authority)	
water main extensions are proposed by Dennis R.	. Brand	
(Applicant to		
according to plans titled Remlok Phase 5		
Tetrilor Hase 3		
***************************************		A CONTRACTOR OF THE CONTRACTOR
prepared by WGW Engineering, LLC (Engineering Firm)		
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water su	upply's responsibility for examining	the plans and specifications to
prepared by WGW Engineering, LLC	upply's responsibility for examining s, regulations, and ordinances.	the plans and specifications to
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water su	s, regulations, and ordinances.	the plans and specifications to
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water suddetermine the proposed extensions meet local laws	s, regulations, and ordinances.  Mayor	
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water su	s, regulations, and ordinances.  Mayor	the plans and specifications to  Date
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official	s, regulations, and ordinances.  Mayor  Title	
prepared by WGW Engineering, LLC  (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official	Mayor Title r Supply Improvement(s)	Date
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official	mayor  Title  r Supply Improvement(s)  lerstand the conditions and requirer	Date
prepared by WGW Engineering, LLC  (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official  9.6) Certification by Owner(s) of Completed Public Wate I hereby certify that I have read and thoroughly und	mayor  Title  r Supply Improvement(s)  lerstand the conditions and requirer	Date nents of this submittal. I hereby
prepared by WGW Engineering, LLC  (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official  9.6) Certification by Owner(s) of Completed Public Wate I hereby certify that I have read and thoroughly und agree to accept ownership of the project upon satis	mayor  Title  r Supply Improvement(s)  lerstand the conditions and requirer	Date
prepared by WGW Engineering, LLC  (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official  9.6) Certification by Owner(s) of Completed Public Wate I hereby certify that I have read and thoroughly und agree to accept ownership of the project upon satis City of Waterloo	Mayor  Title  r Supply Improvement(s) erstand the conditions and requirer factory completion.	Date  nents of this submittal. I hereby  IL1330300  Facility ID
prepared by WGW Engineering, LLC (Engineering Firm)  The undersigned acknowledges the public water sudetermine the proposed extensions meet local laws  Signature of authorized public water supply official  9.6) Certification by Owner(s) of Completed Public Wate I hereby certify that I have read and thoroughly und agree to accept ownership of the project upon satis  City of Waterloo  Name of Public Water Supply	Mayor Title  r Supply Improvement(s) erstand the conditions and requirer factory completion.  Waterloo	Date  nents of this submittal. I hereby  IL1330300 Facility ID  IL 62298
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**NOTE**: Applications signed by a person other than a responsible municipal official, corporation officer, or owner, must be accompanied by evidence of authority to sign the applications, unless documentation of such authority is on file with the Division of Public Water Supplies.

**Felony Warning:** Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony (415 ILCS 5/44(h)).

This Agency is authorized to require this information under Illinois Compiled Statutes, 415 ILCS 5/39 (2000). Disclosure of this information is required under that Section. Failure to do so may prevent this form from being processed and could result in your application being denied.

Agenda	Item	Nο	12H
Agonua	TIVILL	INU.	1411

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

	July 17, 2023 (Date)
_	otion of matter to be placed on agenda:
Consid	eration and Action on Approval of a Special Event Permit Application for
the Gib	ault Men's Club for their Annual Bike Ride to be held on Friday, Septer
08, 202	3, from 7-11 p.m.
Relief	or action to be requested:
Approv	
Approv	ar.
Submit	tal date: 07-11-23
Submit	ted by:
Joe Lan	nie, Gibault Men's Club
	DISPOSITION
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on



CITY OFFICES

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

Stanley T. Darter, Mayor Mechelle Childers, Clerk Brad A. Papenberg, Treasurer

## 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 <u>must be submitted sixty (60) days prior to the date</u> <u>of requested event</u> 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.

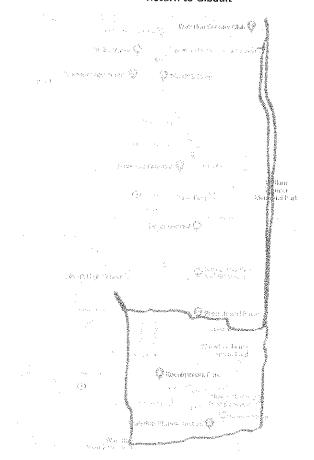
		_				
1.	Event Name / Type:	Giba	elt M	en's C	lub B.K	e Ride
	Location of Event:	_ G: b	autt	H.S.	e hooted	rleo
2.	Set-Up Date / Time:	2033	7:00 pm	Clean-U	Jp Time: <b>4</b> 18/20	2311:00pm
3.	Event Beginning Date / Time: DATE	03	7:00pm	Event E  Date / T	nding ime: <u>18/20</u>	23 11:00 pm
4.	Organization Name:  Mailing Address:	_ Gil	sault	H.S.	Men's	Club
	Phone Number:	Street		City	State	Zip
	I Hone Pulliber.		Ema	ail Address:		
	Not For Profit Status:	Yes	No	ID#		
5.	Person in Charge of Event:	Je	se L	amie	n g	
	Mailing Address:					
	Cell Phone Number.	Street	.ma	City il Address:	State	Zip
5.	Secondary Contact Person:	Doer	ren	Mec	hler	
	Mailing Address:	-	•			
	•	Street		City	State	Zip
	Cell Phone Number:		aiiai	I Address		

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

A. Narrative of Event: This is a family bike ride.
Begins (e) Gi Droy (t 115 and ends Hose
The tive mile route goes through
B. Number of People Expected: 100
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 V
D. Will there be inflatable jumpers/bounce houses or amusement rides: Yes No V
• If yes, Proof of Liability Insurance must include inflatables.
E. Liquor License information for beer sales (hours of sale and license number):
F. Special Needs (i.e. Police, Street Dept., Electric – outlets, sound system):
Will need police assistance in
closing key intersections as riders more
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.    A
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

### Proposed Route: 4.9 miles

- Start at Gibault
- East on Columbia
- Cross over Market to east on Norma Ave
  - South on Deputy Ave
    - East on Hamacher
  - North on Roger St
  - Turn around north of Country Club
    - South on Roger St
    - West on E 4<sup>th</sup> St
    - North on Moore St
    - Return to Gibault



Agenda Item No.	_12I
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	July 17, 2023 (Date)
	ption of matter to be placed on agenda:
	deration and Action on Executive Session for the Discussion of Personne
per 5 I	LCS 120/2(c)(1).
Relief	or action to be requested:
Execut	ive Session.
Submit	ttal date: 07-14-23
Submit	ted by:
	icu oy.
Mayor	
Mayor	Stanley Darter
Mayor	
Mayor	
Mayor	Stanley Darter
Mayor	
Mayor	Stanley Darter
Mayor	DISPOSITION  Matter to be placed on agenda for meeting date requested.
Mayor	Stanley Darter  DISPOSITION
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