

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Location: Waterloo City Hall - Council Chambers
100 W. Fourth St., Waterloo, IL
Date: Monday, July 21, 2025
Time: 7:30 p.m.

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Correction or Withdrawal of Agenda Items by Sponsor.
5. Approval of Minutes as Written or Amended.
6. Petitions by Citizens on Non-Agenda Items.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector / Budget Officer.
 - B. Report of Treasurer.
 - C. Report of Building Inspector / Code Administrator.
 - D. Report of Subdivision & Zoning Administrator.
 - E. Report of Deputy Director of Public Works.
 - F. Report of Director of Public Works.
 - G. Report of Chief of Police.
 - H. Report of City Attorney.
 - I. Report and Communication by Mayor.
 1. Waterloo Beautification Check Presentation to Tina Carrico, for Chantilly Corner, in the amount of \$2,013.15.
8. Report of Standing Committees.
9. Report of Special Committees.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Resolution No. 25-10 in Support of the Illinois America250 Commemoration.
 - B. Consideration and Action on Ordinance No. 1914 Authorizing the Execution of an Annexation Agreement between the City of Waterloo, IL, Thomas Albert Sternau and Taylor Marie Sternau in Regard to a Tract of Land Comprising Approximately 5.06 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 1602 Lakeview Drive.
 - C. Consideration and Action on Ordinance No. 1915 Authorizing the Annexation and Zoning of Property owned by Thomas Albert Sternau and Taylor Marie Sternau for a Tract of Land Comprising Approximately 5.06 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 1602 Lakeview Drive.
 - D. Consideration and Action on Ordinance No. 1916 Authorizing the Execution of an Annexation Agreement between the City of Waterloo, IL, Nicole A. Castle and David B. Castle, Jr. in Regard to a Tract of Land Comprising Approximately .55 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 745 North Market Street.
 - E. Consideration and Action on Ordinance No. 1917 Authorizing the Annexation and Zoning of Property owned by Nicole A. Castle and David B. Castle, Jr. for a Tract of Land Comprising Approximately .55 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 745 North Market Street.
 - F. Consideration and Action on Ordinance No. 1918 Regarding Access Control for Rogers Street.
 - G. Consideration and Action on Ordinance No. 1919 Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the City of Waterloo, IL.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Solicitation Request from the Knights of Columbus for their 2025 Intellectual Disabilities (Tootsie Roll) Fund Drive to be held on September 19, 20 and 21, 2025 at the Intersections of Mill / Main and Rogers / Hamacher.
 - B. Consideration and Action on Approval of Huebner Concrete Contracting as Low Bidder, in the Amount \$253,579.50, for the 2025 Street, Curb, Sidewalk and Curb Ramp Improvement Program.
 - C. Consideration and Action on the Purchase of a New Standby Generator for the Northeast Sanitary Sewer Lift Station from Altorfer CAT in the amount of \$49,170.00.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

July 22, 2025 – American Legion Meeting, Waterloo City Hall: 2nd Floor Meeting Room, 7:00 p.m.
Aug. 04, 2025 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Aug. 12, 2025 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Aug. 13, 2025 – Park District Meeting, Waterloo City Hall: 2nd Floor Meeting Room, 7:00 p.m.
Aug. 18, 2025 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Aug. 26, 2025 – American Legion Meeting, Waterloo City Hall: 2nd Floor Meeting Room, 7:00 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
JULY 07, 2025**

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, Charron, Riley, and Most.
Absent: Kyle Buettner.
3. Pledge of Allegiance led by Mayor Stan Darter.
4. Correction or Withdrawal of Agenda Items by Sponsor. None.
5. Approval of Minutes as Written or Amended.
 - A. Approval of the 06-16-25 Public Hearing Meeting Minutes.
Motion made by Alderman Most and seconded by Alderman Hopkins to approve the June 16, 2025, Public Hearing Minutes.
Motion passed unanimously with Aldermen Most, Vogt, Matt Buettner, Hopkins, Trantham, Charron, and Riley voting 'aye'.
 - B. Approval of the 06-16-25 City Council Meeting Minutes.
Motion made by Alderman Riley and seconded by Alderman Matt Buettner to approve the June 16, 2025, City Council Meeting Minutes.
Motion passed unanimously with Aldermen Riley, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Charron voting 'aye'.
6. Petitions by Citizens on Non-Agenda Items. None.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector / Budget Officer. No report.
 - B. Report of Treasurer. No report.
 - C. Report of Subdivision and Zoning Administrator. No report.
 - D. Report of Deputy Director of Public Works. No report.
 - E. Report of Director of Public Works.
We will complete our oil and chipping for the year on July 15 and 16, 2025. The affected streets will be announced on Facebook.
 - F. Report of Chief of Police. No report.
 - G. Report of City Attorney. No report.
 - H. Report and Communication by Mayor. No report.
8. Report of Standing Committees. No report.
9. Report of Special Committees. No report.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
None.
11. Unfinished Business. None.
12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 651.
Motion made by Alderman Matt Buettner and seconded by Alderman Most to approve Warrant No. 651.
Motion passed unanimously with Aldermen Matt Buettner, Hopkins, Trantham, Charron, Riley, Most, and Vogt voting 'aye'.
 - B. Consideration and Action on Approval of the Final Plat for 15.22 acres of property owned by BMW Trust, Dennis R. Brand Trustee, known as Hart Acres.
Motion made by Alderman Hopkins and seconded by Alderman Riley to approve the Final Plat for 15.22 acres of property owned by BMW Trust, Dennis R. Brand Trustee, known as Hart Acres.
Motion passed unanimously with Aldermen Hopkins, Trantham, Charron, Riley, Most, Vogt, and Matt Buettner voting 'aye'.

- C. Consideration and Action on Special Event Permit Application from Rural King for a Farmer’s Market to be held on Saturday, July 26, 2025, 8:00 a.m. to 12:00 p.m., in their parking lot.
Motion made by Alderman Charron and seconded by Alderman Riley to approve a Special Event Permit Application from Rural King for a Farmer’s Market to be held on Saturday, July 26, 2025, 8:00 a.m. to 12:00 p.m., in their parking lot.
The Aldermen voted as follows:
 AYE – Charron, Riley, Most, Vogt, Hopkins, and Trantham.
 NAY – None.
 ABSTAIN – Matt Buettner.
 ABSENT – Kyle Buettner.
Motion Passed by a vote of 6/0/1/1
- D. Consideration and Action on Special Event Permit Application from the Morrison Talbott Library for a Summer Reading Program Carnival to be held on Friday, August 1, 2025, 1:00 p.m. to 8:00 p.m., including closure of the alley behind the library from their parking lot entrance west to Library Street.
Motion made by Alderman Charron and seconded by Alderman Matt Buettner to approve a Special Event Permit Application from the Morrison Talbott Library for a Summer Reading Program Carnival to be held on Friday, August 1, 2025, 1:00 p.m. to 8:00 p.m., including closure of the alley behind the library from their parking lot entrance west to Library Street.
Motion passed unanimously with Aldermen Charron, Riley, Most, Vogt, Matt Buettner, Hopkins, and Trantham voting ‘aye’.
- E. Consideration and Action on the Purchase of a New Tandem Dump Truck for the City’s Street Department. The International Cab and Chassis to be purchased from Rush Truck Centers in the amount \$117,579.79, and the Dump Body to be purchased from Viking-Cives Midwest, Inc. in the amount \$93,987.00, for a total amount of \$211,566.79 (allocated budget amount of \$260,000.00).
Motion made by Alderman Vogt and seconded by Alderman Hopkins on Approval to Purchase a New Tandem Dump Truck for the City’s Street Department. The International Cab and Chassis to be purchased from Rush Truck Centers in the amount \$117,579.79, and the Dump Body to be purchased from Viking-Cives Midwest, Inc. in the amount \$93,987.00, for a total amount of \$211,566.79 (allocated budget amount of \$260,000.00).
Motion passed unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Riley, and Most voting ‘aye’.
- F. Consideration and Action on the Purchase of SlatTrax Ground Protection Mats for the City’s Electric Line Department, from DICA Inc. in the amount of \$24,798.00 (allocated budget amount of \$25,000.00).
Motion made by Alderman Riley and seconded by Alderman Charron to approve the Purchase of SlatTrax Ground Protection Mats for the City’s Electric Line Department, from DICA Inc. in the amount of \$24,798.00 (allocated budget amount of \$25,000.00).
Motion passed unanimously with Aldermen Riley, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Charron voting ‘aye’.
- G. Consideration and Action on the Purchase of a New Mini-Excavator to be shared between the Street, Water, Electric, & Gas Departments, from Fabick CAT in the amount of \$79,400.00 (allocated budget amount of \$100,000.00).
Motion made by Alderman Charron and seconded by Alderman Most to approve the Purchase of a New Mini-Excavator to be shared between the Street, Water, Electric, & Gas Departments, from Fabick CAT in the amount of \$79,400.00 (allocated budget amount of \$100,000.00).
Motion passed unanimously with Aldermen Charron, Riley, Most, Vogt, Matt Buettner, Hopkins, and Trantham voting ‘aye’.
- H. Consideration and Action on Approval of the Purchase of Two (2) 2025 Police Interceptor Utility AWD Vehicles from Morrow Brothers Ford at the price of \$45,985.00 each, for a total amount of \$91,970.00.
Motion made by Alderman Hopkins and seconded by Alderman Trantham to approve the Purchase of Two (2) 2025 Police Interceptor Utility AWD Vehicles from Morrow

Brothers Ford at the price of \$45,985.00 each, for a total amount of \$91,970.00.

Motion passed unanimously with Aldermen Hopkins, Trantham, Charron, Riley, Most, Vogt, and Matt Buettner voting ‘aye’.

- I. Consideration and Action on Approval of Quote #7393 from DataTronics for the outfitting of Two (2) new Police Interceptor vehicles in the amount of \$12,086.20 per vehicle, for a total amount of \$24,172.40.

Motion made by Alderman Riley and seconded by Alderman Trantham on Approval of Quote #7393 from DataTronics for the outfitting of Two (2) new Police Interceptor vehicles in the amount of \$12,086.20 per vehicle, for a total amount of \$24,172.40.

Motion passed unanimously with Aldermen Riley, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Charron voting ‘aye’.

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

Alderman Vogt thanked the organizers and participants of the ‘Red, White & Blue in the Loo Parade’ held on July 4th.

Alderman Trantham said he received positive feedback about the barn at the Splash Pad.

14. Motion to Adjourn made by Alderman Vogt and seconded by Alderman Most.

Motion passed with unanimous voice vote. Mayor Darter adjourned the meeting at 7:42 p.m.

Mechelle Childers - City Clerk

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2024-2025	2025-2026	%			%	2024-2025	2025-2026	%
	ACTUAL	BUDGETED	INCREASE/	2024	2025	INCREASE/	FISCAL	FISCAL	INCREASE/
	AMOUNT	AMOUNT	DECREASE	JUNE	JUNE	DECREASE	YTD	YTD	DECREASE
ELEC SALES	11,842,695.87	11,595,000.00	-2.09%	656,398.63	858,075.43	30.72%	1,441,217.42	1,602,506.82	11.19%
ELEC TAX	269,269.30			15,427.45	19,233.98	24.67%	34,146.31	36,183.64	5.97%
ELECT MISC.	1,191,728.00	451,000.00	-62.16%	107,317.00	59,933.00	-44.15%	239,557.00	88,764.00	-62.95%
SUBTOTAL	13,303,693.17	12,046,000.00	-9.45%	779,143.08	937,242.41	20.29%	1,714,920.73	1,727,454.46	0.73%
BEGINNING UNAPPLIED	663,169.03			59,302.09	34,312.08	-42.14%	90,582.92	91,134.42	0.61%
UNAPPLIED CASH REC'D	191,273.60			14,887.83	26,811.70	80.09%	42,909.09	40,478.49	-5.66%
UNAPPLIED DISBURSED	165,732.09			8,597.27	225.00	-97.38%	8,597.27	36,402.05	323.41%
ENDING UNAPPLIED	688,710.54			65,592.65	60,898.78	-7.16%	124,894.74	95,210.86	-23.77%
GAS SALES	2,873,171.40	3,921,000.00	36.47%	137,490.85	206,461.38	50.16%	403,672.08	493,468.63	22.24%
GAS TAX	69,009.20			3,104.61	4,315.01	38.99%	9,156.07	10,422.63	13.83%
GAS MISC.	500,702.00	220,000.00	-56.06%	29,927.00	86,945.00	190.52%	76,917.00	101,318.00	31.72%
SUBTOTAL	3,442,882.60	4,141,000.00	20.28%	170,522.46	297,721.39	74.59%	489,745.15	605,209.26	23.58%
WATER SALES	3,779,751.98	4,030,000.00	6.62%	270,546.35	309,692.83	14.47%	558,173.28	605,115.62	8.41%
WATER MISC.	196,302.00	114,000.00	-41.93%	17,514.00	27,653.00	57.89%	35,914.00	28,798.00	-19.81%
SUBTOTAL	3,976,053.98	4,144,000.00	4.22%	288,060.35	337,345.83	17.11%	594,087.28	633,913.62	6.70%
SEWER SALES	2,216,377.18	2,328,000.00	5.04%	157,424.86	183,224.06	16.39%	325,763.49	357,473.11	9.73%
SEWER MISC.	274,091.00	177,500.00	-35.24%	26,349.00	31,812.00	20.73%	60,764.00	37,221.00	-38.74%
SUBTOTAL	2,490,468.18	2,505,500.00	0.60%	183,773.86	215,036.06	17.01%	386,527.49	394,694.11	2.11%
CITY TAX	602,370.46	613,000.00	1.76%	35,468.01	44,300.53	24.90%	81,679.97	88,941.15	8.89%
MISC.	204,471.00	91,500.00	-55.25%	19,027.00	23,027.00	21.02%	39,318.00	21,969.00	-44.12%
SUBTOTAL	806,841.46	704,500.00	-12.68%	54,495.01	67,327.53	23.55%	120,997.97	110,910.15	-8.34%
REFUSE FEE	1,015,455.69	1,068,750.00	5.25%	75,153.86	87,405.48	16.30%	160,241.83	173,304.27	8.15%
FINES	49,296.00	40,000.00	-18.86%	4,563.00	3,217.00	-29.50%	7,914.00	8,358.00	5.61%
PERMITS	84,975.00	100,000.00	17.68%	16,163.00	10,065.00	-37.73%	23,178.00	18,250.00	-21.26%
INSPECTION FEES	32,935.00	15,000.00	-54.46%	2,250.00	4,150.00	84.44%	5,625.00	7,150.00	27.11%
FRANCHISE FEES	96,972.00	120,000.00	23.75%	-	-	-	-	-	-
LIQUOR LICENSE	22,651.00	25,000.00	10.37%	2,600.00	12,255.00	371.35%	2,640.00	12,285.00	365.34%
INFRASTRUCTURE FEE	125,780.00	125,000.00	-0.62%	10,556.00	10,053.00	-4.77%	20,889.00	19,740.00	-5.50%
HOTEL/MOTEL TAX	29,283.00	30,000.00	2.45%	373.00	34.00	-90.88%	5,633.00	4,481.00	-20.45%
MISC.	679,147.00	925,595.00	36.29%	58,082.00	66,162.00	13.91%	104,917.00	445,825.00	324.93%
REPLACEMENT TAX	92,891.00	65,000.00	-30.03%	-	-	-	23,589.00	19,321.00	-18.09%
COUNTY TAX	336,708.00	325,000.00	-3.48%	-	-	-	-	-	-
SALES TAX	3,354,809.00	3,300,000.00	-1.63%	289,007.00	329,985.00	14.18%	522,568.00	616,997.00	18.07%
BUSINESS DISTRICT TAX	111,034.00	105,000.00	-5.43%	9,072.00	8,836.00	-2.60%	17,279.00	18,124.00	4.89%
CANNABIS USE TAX	17,306.00	17,200.00	-0.61%	1,439.00	1,615.00	12.23%	3,022.00	2,972.00	-1.65%
VIDEO GAMING	310,397.00	310,000.00	-0.13%	24,945.00	28,401.00	13.85%	54,996.00	59,484.00	8.16%
INCOME TAX	2,282,603.00	2,180,000.00	-4.49%	163,636.00	126,675.00	-22.59%	489,080.00	476,723.00	-2.53%
SUBTOTAL	8,642,242.69	8,751,545.00	1.26%	657,839.86	688,853.48	4.71%	1,441,571.83	1,883,014.27	30.62%
MOTOR FUEL TAX	549,984.00	550,000.00	0.00%	90,894.00	91,449.00	0.61%	130,503.00	131,254.00	0.58%
MISC.	83,252.00	84,500.00	1.50%	7,267.00	6,799.00	-6.44%	14,549.00	13,601.00	-6.52%
SUBTOTAL	633,236.00	634,500.00	0.20%	98,161.00	98,248.00	0.09%	145,052.00	144,855.00	-0.14%
UTILITY DEPOSITS	93,750.00	-		4,775.00	11,650.00	143.98%	12,550.00	22,025.00	75.50%
TOTAL DEPOSITS	33,580,441.68	32,927,045.00	-1.95%	2,251,658.45	2,680,236.40	19.03%	4,948,361.54	5,562,554.36	12.41%

July 21, 2025

To: Mayor Stan Darter
City Attorney
City Alderpersons

Re: Treasurer's Report

Attached, please find the June 30, 2025 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, 2025

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 485.98	\$ -	\$ -	\$ 485.98
Utility Deposit	23,062.56	11,650.00	11,025.00	23,687.56
General Fund	(133,890.49)	314,286.21	1,013,674.77	(833,279.05)
Motor Fuel Tax	45,428.38	51,465.41	10,459.11	86,434.68
Water Fund	754,245.01	650,703.22	438,770.95	966,177.28
Sewer Fund	536,644.78	204,424.01	152,240.01	588,828.78
Gas Fund	288,769.69	276,830.54	193,505.98	372,094.25
Electric Fund	324,551.59	3,929,620.84	3,437,126.32	817,046.11
Capital Improvements	63,069.26	46,351.12	6.95	109,413.43
D.A.R.E.	182.95	-	-	182.95
Interest	2,475.82	2,717.05	-	5,192.87
Hotel/Motel Tax	161,406.55	34.25	6,750.00	154,690.80
Equitable Sharing Funds	86,744.97	-	-	86,744.97
TOTALS:	\$2,153,177.05	\$5,488,082.65	\$5,263,559.09	\$2,377,700.61

INVESTED FUNDS				
Capital Improvements	\$ 3,518,493.87	20,976.28	-	3,539,470.15
Electric	10,887,024.71	49,048.01	3,000,000.00	7,936,072.72
Farm Account Income	43,934.81	90.28	-	44,025.09
Gas	4,048,438.95	24,135.66	-	4,072,574.61
General Fund	7,613,521.04	506,121.31	-	8,119,642.35
Motor Fuel	1,818,023.28	46,782.83	-	1,864,806.11
Pension Reserve	1,716,149.80	352.63	-	1,716,502.43
Sewer	2,357,883.47	14,057.04	-	2,371,940.51
Utility Deposits	350,293.11	2,088.35	-	352,381.46
Water	3,295,842.27	19,648.88	-	3,315,491.15
	\$35,649,605.31	\$683,301.27	\$3,000,000.00	\$33,332,906.58
Total All City Funds:	\$37,802,782.36	\$6,171,383.92	\$8,263,559.09	\$35,710,607.19

Pension Obligations	As of Date	Amount
Unfunded Actuarial Accrued Liability - IMRF	12/31/2023	\$276,135.00
Unfunded Actuarial Accrued Liability - Police	4/30/2024	\$5,307,213.00
Total Unfunded Liability		\$5,583,348.00

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg
City Treasurer

Zoning Department Monthly Report 6/30/2025

Total Permits Issued for April: 10				Total Permits Issued for the Year: 85									
	January	February	March	April	May	June	July	August	September	October	November	December	Total
<u>Residential Building Permits Issued:</u>													
2025	2	1	4	4	3	3	0	0	0	0	0	0	17
2024	1	1	3	4	3	8	0	1	3	3	2	0	29
2023	1	4	2	4	6	2	1	2	0	2	4	2	30
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
<u>Accessory/Addition Building Permits Issued:</u>													
2025	6	1	6	6	7	4	0	0	0	0	0	0	30
2024	6	3	13	6	9	15	3	9	11	3	5	2	85
2023	4	3	11	7	3	8	4	10	3	15	3	6	77
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
<u>Commercial/Industrial Building Permits Issued:</u>													
2025	3	2	1	1	2	1	0	0	0	0	0	0	10
2024	1	3	1	2	3	2	3	3	2	1	2	1	24
2023	3	3	4	2	0	0	4	2	3	1	0	8	30
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
<u>Excavation Permits Issued:</u>													
2025	0	2	6	4	3	2	0	0	0	0	0	0	17
2024	8	3	3	2	4	4	1	3	2	4	3	3	40
2023	1	1	0	3	2	2	4	3	1	7	7	3	34
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
<u>Sign Permits Issued:</u>													
2025	0	2	3	2	4	0	0	0	0	0	0	0	11
2024	2	1	1	4	2	3	0	3	1	6	0	0	23
2023	4	2	8	1	1	2	0	0	0	0	0	2	20
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
<u>Miscellaneous Permits(Demolition, Outside Dining, Mobile Food Vendors) Issued:</u>													
2025	0	0	0	0	0	0	0	0	0	0	0	0	0
2024	0	1	1	0	0	0	0	0	0	0	0	0	2
2023	0	0	1	0	1	1	1	2	0	1	0	1	8
2022	1	1	1	0	0	0	1	0	0	0	0	2	6

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 21, 2025

(Date)

2. Description of matter to be placed on agenda:

Waterloo Beautification Check Presentation to Tina Carrico, for Chantilly Corner, in the amount of \$2,013.15.

3. Relief or action to be requested:

Check Presentation.

4. Submittal date: 07-18-25

Submitted by:

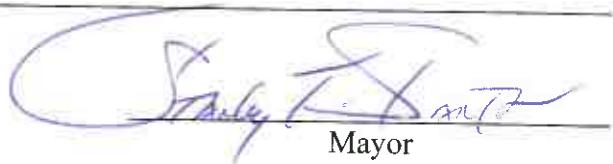
Nathan Krebel, Deputy Director of Public Works

DISPOSITION

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

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

 Matter referred to


Mayor



CITY OFFICES
 100 West Fourth Street
 Waterloo, Illinois 62298
 (618) 939-8600
 Stanley T. Darter, Mayor

WATERLOO BEAUTIFICATION PROGRAM APPLICATION INSTRUCTIONS AND REVIEW PROCESS

The building owner must complete the attached Waterloo Beautification Program Application.

Please include the following in your description:

1. A clear, detailed description including diagrams of what will be done, materials used, colors, etc.;
2. Official cost estimates from contractors, vendors or the owner;
3. Two photographs of the existing building showing current conditions;
4. Any other architectural or site plan drawings required to fully describe the project.

All applications will be reviewed first for completeness. The Waterloo Beautification Committee will make a recommendation to approve or disapprove the application to the Waterloo City Council within sixty (60) days. Approval by the City Council shall authorize the applicant to apply for any permits and begin work. All improvements must be made in compliance with the Waterloo Municipal Code and must be completed within six (6) months of City Council approval, unless extended. Upon completion, City staff will perform a site visit and review the project. Invoices demonstrating approved costs may be submitted at that time and the reimbursement will be processed for payment. Should an applicant fail to gain approval, the applicant may request a written record of deficiencies and reapply for funding.

Following approval, funding and completion of the project, the building owner, not the City of Waterloo, is responsible for maintaining improvements. Maintenance includes, but is not limited to; painting, repair, etc.

Applicant Name: Tina Carrico
Name Telephone #

Applicant Address: _____
No. Street State Zip Code

Name of Business: Retail - Boutique

Business Description: Store Front - Home Decor, gifts, lamps
Business Phone # 618-939-1503

Business Address: 131 W Mill Street
No. Street

Please check "Yes" or "No" for each question below:		
	Yes	No
Are you or your business delinquent on any fee obligations?		
Are you or your business delinquent on any tax obligations?		✓



Total project cost: \$ 4,026.29 ^{NAK}

Funds requested: \$ 2,013.15 ^{NAK}

(\$15,000.00 maximum reimbursement - see matching reimbursement rules)

Start date: _____

Completion date: _____

Project description: (attach additional pages if necessary)

Replace Top Concrete pad on side stairs & add railing

I affirm that the information provided in this application is true and accurate and that I am the authorized owner and agent of the subject property. I affirm that the improvements detailed will be made and maintained at my expense and hold harmless the City of Waterloo from any liability or damage resulting from the improvements. I understand that this is a reimbursement program, and **I have received and read the attached document - Waterloo Beautification Program, under which matching funds may be provided.**

[Signature]
Applicant Signature

11/20/2024
Date

Recipient's Name to be on Reimbursement Check: _____

FOR OFFICE USE ONLY

APPROVED - BUILDING INSPECTOR

[Signature]
Authorized signature

1-06-2025
Date

APPROVED - BEAUTIFICATION COMMITTEE

[Signature]
Authorized signature

1-16-2025
Date

Chantilly Corner - 131 West Mill Street 1-06-2025





Clean Cut LawnCare & Landscaping

8243 Todd Ln, Waterloo, IL 62298

Cleancutlawncafe618@gmail.com

(618)-340-4321



ESTIMATE

Bill To:

Chantilly Corner
131 W. Mill St.
Waterloo IL 62298
(618)-670-8801

Estimate Date: 07/27/24

Valid For: 14 days

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Concrete pad removal	2 Hrs	\$140 an hour	\$280
Concrete pad installation (80 sq.ft min)	25 Sq Ft.	\$12 a square foot	\$1,000

SUBTOTAL \$1,280

DISCOUNT

SUBTOTAL WITH DISCOUNT \$1,280

Thank you for your business!

Have any questions or concerns
please contact, **Kajel Heine** at
(618)-340-4321

Quote Total **\$ 1,280**

Terms & Instructions

- A 3% credit card fee will be applied to all credit and debit card transactions. Cash, check and Venmo transactions are not subject to a surcharge.
- Payment is due within 10 days. Please be aware that we will charge 5% interest per month on late invoices.
- project will be completed within two days of the start.
- We CAN NOT guarantee the concrete from any cracks forming after the completion of the project.

IRON CRAFTERS INC.

1000 PARK STREET
WATERLOO, IL 62298
618-939-4766

Estimate

Date:	Estimate #
11-20-2024	1000

Name / Address

			Project
Description	Qty	Cost	Total
Material for seal pad Fabrication, powder coating, and installation of label	1	2,100.00	2,100.00
Subtotal			\$2,100.00
Sales Tax (7.5%)			\$157.50
Total			\$2,257.50

Phone #
618-939-4766

Chantilly Corner - 131 West Mill Street 7-18-2025





Chantilly Corner - 131 West Mill

FIRST RECEIPT SUBMITTAL - 7-28-2025

Vendor	Description of Work	Amount
Clean Cut Lawncare	Concrete Work	\$1,280.00
Iron Craftors	New Metal Railing	\$2,746.29
Total Receipts		TOTAL \$4,026.29
Tier 1 Reimbursement (\$0K - \$15K)	50% Reimbursement	\$2,013.15
Tier 2 Reimbursement (\$15K - \$45K)	25% Reimbursement	
	Total Reimbursement	\$2,013.15

Clean Cut LawnCare & Landscaping

8243 Todd Ln. Waterloo, IL 62298

Cleancutlawncares618@gmail.com

(618)-340-4321



RECEIPT

BILL TO:

Chantilly Corner

131 W. Mill St. Waterloo IL.

(618)-570-8801

Date 7/6/2025

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Concrete pad removal	2 Hrs	\$140 an hour	280.00
Concrete pad install (80 Sq. Ft. min)	25 Sq Ft.	\$12 a square foot	1000.00

SUBTOTAL 1280.00

DISCOUNT

SUBTOTAL WITH DISCOUNT 1280.00

Thank you for your business!

Balance Paid 1,280.00

Terms & Instructions

payment was made 20 days after completion of project



IRON CRAFTERS INC.

1000 PARK STREET
WATERLOO, IL 62298

618-939-1106

Invoice

Date	Invoice #
4-9-2025	24817

Bill To
Chantilly Corner 131 W Mill Street Waterloo, IL, 62298

PAID
05-07-2025

Terms	Project
Due on receipt	

Quantity	Description	Rate	Amount
1	Material for steel rail	601.20	601.20
1	Fabrication, powder coating, and installation labor	2,100.00	2,100.00
	Sales Tax	7.50%	45.09
Total			\$2,746.29

AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE ACT

WHEREAS, Chantilly Corner/Tina Carrico has been awarded a "facade grant" by the City of Waterloo, Illinois; and,

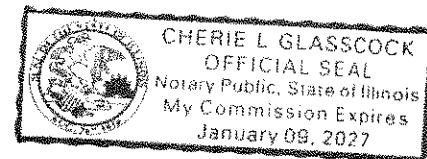
WHEREAS, the Prevailing Wage Act of the State of Illinois and judicial interpretation thereof, requires that recipients of municipal grants pay laborers, mechanics and other workers the general prevailing rate of hourly wages for work performed on projects financed by municipalities (see 820 ILCS 130, Prevailing Wage Act); and,

WHEREAS, Tina Carrico, now seeks reimbursement for work performed pursuant to the "facade grant" program; and,

WHEREAS, it is necessary before reimbursement is made that the recipient of the grant affirm that wages were paid pursuant to the Prevailing Wage Act of the State of Illinois:

THEREFORE, Tina Carrico, being first duly sworn states that he/she paid laborers, mechanics and other workers who performed on the project for which a "facade grant" reimbursement is sought, pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Monroe County Prevailing Wages (list attached hereto but subject to change from time to time)

Tina Carrico
Grantee



Subscribed and sworn to before me this 15th day of July, 2025 in Monroe County, Illinois.

Cherie L. Glasscock
Notary Public

AGENDA REQUEST

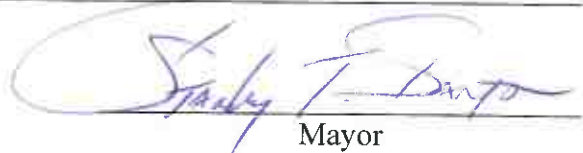
(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
July 21, 2025
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 25-10 in Support of the Illinois
America250 Commemoration.
3. Relief or action to be requested:
Approval.
4. Submittal date: 07-17-25

Submitted by:
Mayor Stanley T. Darter

DISPOSITION

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


Mayor

RESOLUTION NO. 25-10

A RESOLUTION OF THE CITY OF WATERLOO, ILLINOIS IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION.

WHEREAS, the United States of America will commemorate its 250th Anniversary on July 04, 2026, marking a historic milestone in the nation’s history; and,

WHEREAS, on July 04, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies’ freedom from British rule and laying the foundation for the principles of democracy and self-governance; and,

WHEREAS, the U.S. Semiquincentennial Commission, known as the America250 Commission (america250.org) was established by Congress in 2016 to plan and orchestrate the 250th Anniversary of the signing of the Declaration of Independence, aiming to engage all Americans in commemorating this historic event through educational initiatives; and,

WHEREAS, the Illinois America250 Commission (IL250.org) was established to develop, encourage and execute an inclusive commemoration and observance of the founding of the United States of America, and Illinois’ imperative role in the nation’s history; and,

WHEREAS, the Illinois America250 Commission encourages communities, libraries, schools, local governments, historical societies, cultural institutions and individuals of all ages to develop inclusive commemorations that reflect on Illinois’ role in the nation’s history and development; and,

WHEREAS, recognizing and supporting the Illinois America250 Commission will help ensure a meaningful and educational commemoration for all residents and future generations; and,

WHEREAS, the commemoration provides an opportunity to reflect on the state’s historical significance, honor the achievements of its people and inspire civic engagement; and,

WHEREAS, the City of Waterloo, Illinois hereby formally supports the Illinois America250 Commission and its mission to commemorate our nation’s 250th Anniversary.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council expresses its support for the Illinois America250 Commission, and encourages all Illinois communities to organize and participate in local events leading up to and culminating on July 04, 2026, to celebrate America’s 250th Anniversary.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 21st day of July, 2025.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

APPROVED:

ATTESTED:

Stanley T. Darter, Mayor
City of Waterloo, IL

Mechelle Childers, City Clerk
City of Waterloo, IL

AGENDA REQUEST

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

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

July 21, 2025

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Ordinance No. 1914 Authorizing the Execution of an
Annexation Agreement between the City of Waterloo, IL, Thomas Albert Sternau and
Taylor Marie Sternau in Regard to a Tract of Land Comprising Approximately 5.06
Acres, more or less, Contiguous to the Corporate Boundaries of the City of
Waterloo, IL, and more commonly known as 1602 Lakeview Drive.

3. Relief or action to be requested:

Approval.

4. Submittal date: 06-10-25

Submitted by:

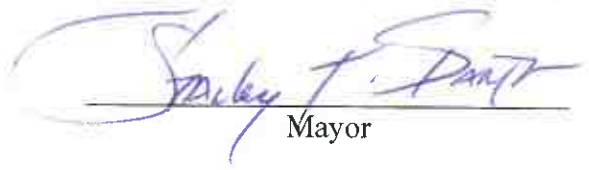
Roberta Rohwedder, Subdivision & Zoning Administrator

DISPOSITION

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

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

 Matter referred to



Mayor

ORDINANCE NO. 1914

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL, THOMAS ALBERT STERNAU, AND TAYLOR MARIE STERNAU, IN REGARD TO A TRACT OF LAND COMPRISING APPROXIMATELY 5.06 ACRES, MORE OR LESS, CONTIGUOUS TO THE CORPORATE BOUNDARIES OF THE CITY OF WATERLOO, IL, AND MORE COMMONLY KNOWN AS 1602 LAKEVIEW DRIVE.

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 Thomas Albert Sternau and Taylor Marie Sternau, be entered into; and

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

WHEREAS, Thomas Albert Sternau and Taylor Marie Sternau, 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 21st day of July, 2025, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ANNEXATION AGREEMENT

Thomas & Taylor Sternau
Lakeview Drive

THIS ANNEXATION AGREEMENT is entered into this 21st day of July, 2025, 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 Thomas Albert Sternau, Taylor Marie Sternau, residing at 101 Adams Drive, Waterloo, IL 62298, (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 A-1 Agricultural 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 Heneghan Associates, dated 5/16/2025 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 A-1 Agricultural, 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:

Thomas Albert Sternau
Taylor Marie Sternau
101 Adams Drive
Waterloo, IL 62298

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

CITY OF WATERLOO

BY: _____
STANLEY T DARTER, MAYOR

ATTEST:

MECHELLE CHILDERS, CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Stanley T. Darter, Mayor, and Mechelle Childers, City Clerk, this 21st day of July, 2025.

Notary Public

OWNER & DEVELOPER

Thomas Albert Sternau
Taylor Marie Sternau
101 Adams Drive
Waterloo, IL 62298

BY: _____
Thomas Albert Sternau

BY: _____
Taylor Marie Sternau

ATTEST:

Roberta Rohwedder,
Subdivision & Zoning Administrator
City of Waterloo, IL

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Thomas Albert Sternau, Taylor Marie Sternau and Roberta Rohwedder this _____ day of _____, 20____.

Notary Public

A
Agricultural

Permitted Uses.

All uses commonly classified as agricultural, horticulture or forestry, including crop and tree farming, truck farming, gardening, nursery operation, dairy farming, livestock raising, animal and poultry breeding, raising and feeding, forestry operations together with the operation of machinery or vehicles.

Animal hospitals, provided that all animals are kept in a completely enclosed sound-proofed building, and further provided that adequate safeguards (structural, mechanical and locational) shall be provided to protect adjacent properties from the effects of noisome or injurious substances, conditions and operations.

Cemeteries and mausoleums in conjunction therewith.

Fishing lakes or clubs, provided that no building, parking lot, or other intense use activity is located nearer than 500 feet to any dwelling on another zoning lot.

Golf courses.

Living quarters for persons employed in agricultural or related activities that are conducted on the premises.

Noncommercial recreational activities.

One-family residence.

Private clubs, lodges or camps, except those whose chief activities are a service customarily carried on as a business.

Public service uses, including filtration plants, pump stations, water reservoirs, sewage treatment plants, police and fire stations or other governmental uses.

Railroad right-of-way and trackage, but not including classification yards, terminal facilities or maintenance facilities.

Temporary produce stands for the sale of agricultural produce raised on the premises, provided that adequate off-street parking is available and that major traffic congestion or hazards would not be created in conjunction with the location or access thereto.

Utilities:

Electrical substation, gas regulator stations.

Other public utility distribution facilities.

Permitted Accessory Uses.

Any accessory use permitted and as regulated in the R-1 District, unless otherwise specified as a principal use.

Accessory uses that are clearly supplementary and secondary to the primary use located on the lot.

Special Use Permits Required.

Agricultural-related uses.

Airports.

Animal sewage lagoon.

Bed and breakfast.

Carnivals, circuses, and similar temporary transient amusement enterprises.

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

Communications tower.

Convalescent or nursing homes.

Explosive uses of any kind.

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

Governmental facilities and uses.

Gun clubs, if properly protected and located not nearer than 1,000 feet to any residence other than that of the owner or lessee on the site.

Home occupations.

Hospitals, clinics and sanitariums.

Junk yards.

Kennels.

Marina or boat docks.

Mineral extraction.

Modular buildings, but only as an extension of a special use permit for a state-accredited school or college for academic instruction, and only when placed in side or rear yard areas.

Parking lots.

Private clubs, lodges, or camps.

Private greenhouses.

Sale barn.

Sanitary landfill.

Schools and colleges for academic instruction.

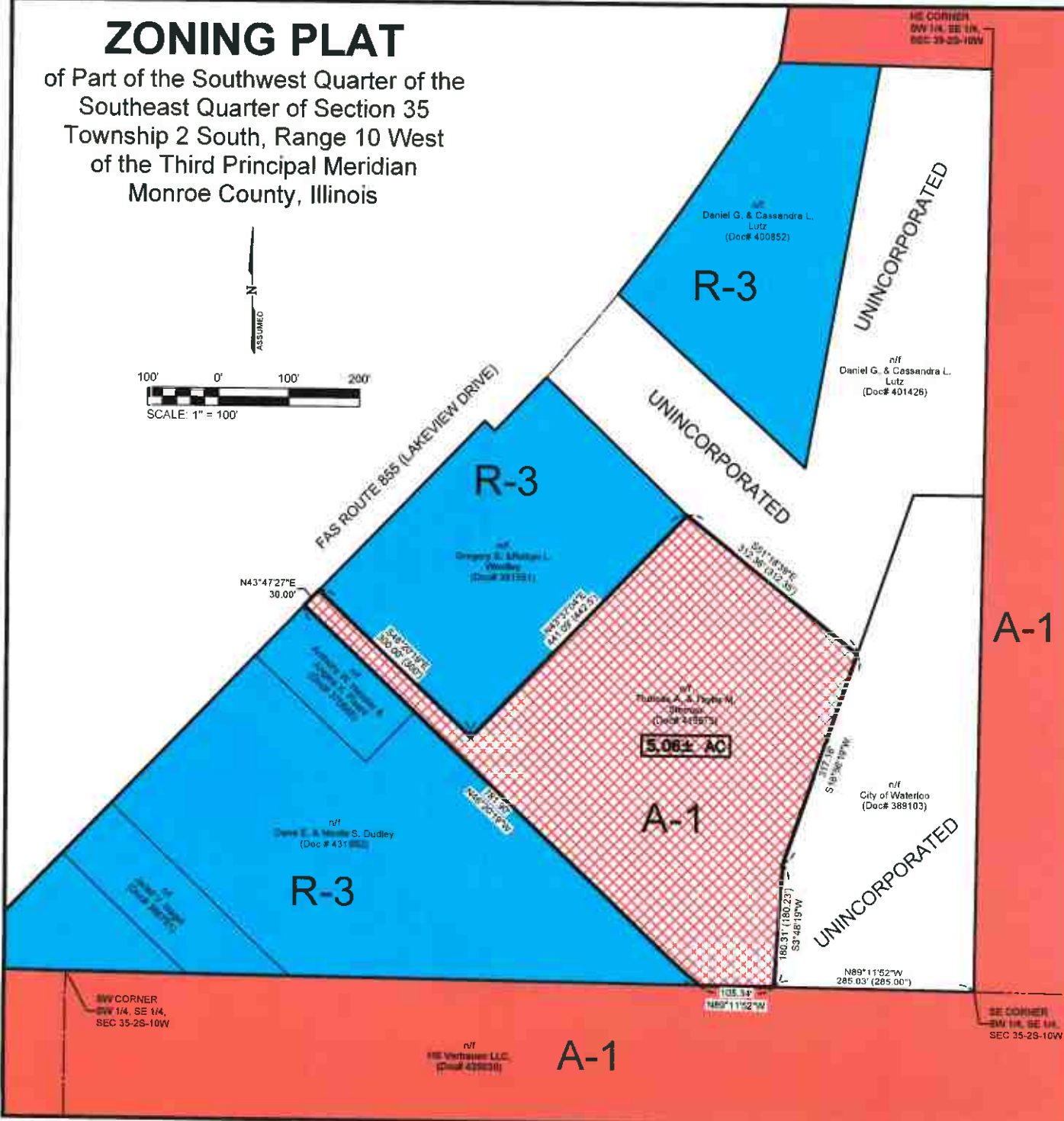
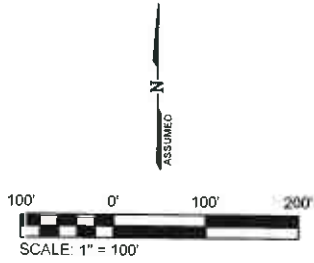
Sewage treatment plant.

Stockyards, commercial livestock or poultry feeding or agricultural processing plants.

Travel trailer parks.

ZONING PLAT

of Part of the Southwest Quarter of the Southeast Quarter of Section 35 Township 2 South, Range 10 West of the Third Principal Meridian Monroe County, Illinois



LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE FOUND WHICH MARKS THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, THENCE AT AN ASSUMED BEARING OF NORTH 89°11'52" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 285.03 FEET TO AN IRON PIN FOUND WHICH MARKS SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF WATERLOO RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 389103, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 89°11'52" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 105.35 FEET TO AN IRON PIN SET ON THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DANE E. DUDLEY AND NICOLE S. DUDLEY RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 431652; THENCE NORTH 46°20'19" WEST, ALONG THE NORTHEASTERLY LINE OF SAID DUDLEY TRACT AND THE NORTHEASTERLY LINE OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO ANTHONY W. HASSLER & ANGELA K. PISANI RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 370665, A DISTANCE OF 781.90 FEET TO A PIPE FOUND WHICH MARKS THE NORTHERNMOST CORNER OF SAID HASSLER TRACT, ALSO BEING ON THE SOUTHEAST RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS LAKEVIEW DRIVE (FAS ROUTE 855); THENCE NORTH 43°47'27" EAST, ALONG THE SOUTHEAST RIGHT-OF-WAY OF SAID LAKEVIEW DRIVE, A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT FOUND WHICH MARKS THE EASTERNMOST CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO GREGORY S. WOOLLEY AND ROBYN L. WOOLLEY RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 351551, THENCE SOUTH 46°20'19" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID WOOLLEY TRACT, A DISTANCE OF 300.00 FEET TO AN IRON PIN SET WHICH MARKS THE SOUTHERNMOST CORNER OF SAID WOOLLEY TRACT; THENCE NORTH 43°37'04" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID WOOLLEY TRACT, A DISTANCE OF 441.09 FEET TO A PIPE FOUND WHICH MARKS THE EASTERNMOST CORNER OF SAID WOOLLEY TRACT, ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO DANIEL G. LUTZ AND CASSANDRA L. LUTZ RECORDED IN THE RECORDER'S OFFICE AS DOCUMENT NO. 401426; THENCE SOUTH 51°18'39" EAST, ALONG THE SOUTHERLY LINE OF SAID LUTZ TRACT, A DISTANCE OF 312.36 FEET TO AN IRON PIN FOUND WHICH MARKS THE SOUTHERNMOST CORNER OF SAID LUTZ TRACT, ALSO BEING ON THE WESTERLY LINE OF THE AFOREMENTIONED CITY OF WATERLOO TRACT, THENCE ALONG THE WESTERLY LINES OF SAID CITY OF WATERLOO TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE SOUTH 18°56'19" WEST, A DISTANCE OF 317.16 FEET TO AN IRON PIN FOUND; 2) THENCE SOUTH 03°48'19" WEST, A DISTANCE OF 180.31 FEET TO THE POINT OF BEGINNING, CONTAINING 5.06 ACRES, MORE OR LESS.



EXHIBIT "D"

SURVEYED: CMV(04/25)		PLAT PREPARED FOR	
DRAWN: JPK(05/25)		Tom Sternau	
CHECKED: JMV(05/25)			
APPROVED: JMV(05/25)			
REVISIONS:		HENEDHAN ASSOCIATES CIVIL ENGINEERING 2000 W. WASHINGTON ST., SUITE 200 MONROE, IL 61101-2000 PHONE: 618.261.2200	
FIELD WORK COMPLETED:		DESIGN FIRM NUMBER 104-02692, EXPIRES APRIL 30, 2027	
May 18, 2025			
PROJECT NO.:	DATE:		
61179-100	June 4, 2025	SHEET 1 of 1	

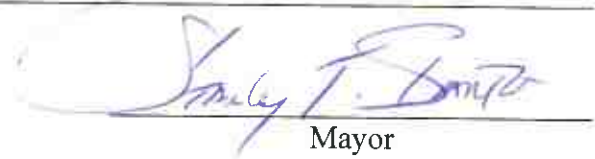
AGENDA REQUEST

(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 21, 2025
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1915 Authorizing the Annexation and Zoning of Property owned by Thomas Albert Sternau and Taylor Marie Sternau for a Tract of Land Comprising Approximately 5.06 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 1602 Lakeview Drive.
3. Relief or action to be requested:
Approval.
4. Submittal date: 06-10-25
Submitted by:
Roberta Rohwedder, Subdivision & Zoning Administrator

DISPOSITION

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



Mayor

ORDINANCE NO. 1915

AN ORDINANCE AUTHORIZING THE ANNEXATION AND ZONING OF PROPERTY OWNED BY THOMAS ALBERT STERNAU, AND TAYLOR MARIE STERNAU FOR A TRACT OF LAND COMPRISING APPROXIMATELY 5.06 ACRES, MORE OR LESS, CONTIGUOUS TO THE CORPORATE BOUNDARIES OF THE CITY OF WATERLOO, IL, AND MORE COMMONLY KNOWN AS 1602 LAKEVIEW DRIVE.

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 "A-1" Agricultural as shown on an accurate map, which is appended hereto as Exhibit B.

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

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

PASSED this 21st day of July, 2025, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 21st day of July, 2025.

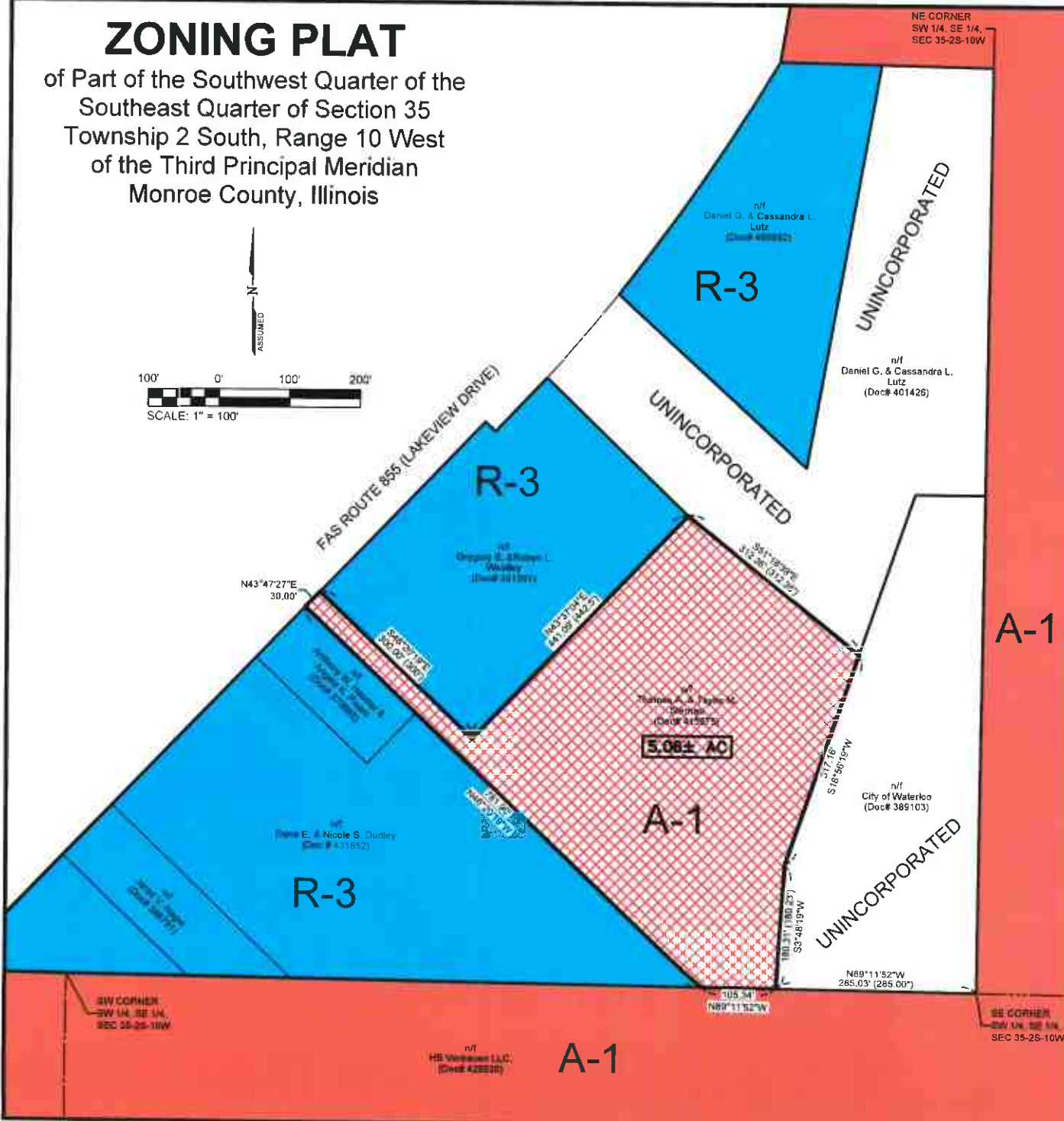
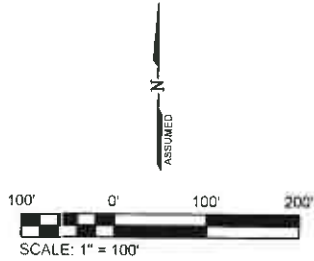
STANLEY T. DARTER, Mayor
City of Waterloo, Illinois

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

MEHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

ZONING PLAT

of Part of the Southwest Quarter of the
Southeast Quarter of Section 35
Township 2 South, Range 10 West
of the Third Principal Meridian
Monroe County, Illinois



LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 10 WEST OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PIPE FOUND WHICH MARKS THE SOUTHEAST CORNER OF THE SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35; THENCE AT AN ASSUMED BEARING OF NORTH 89°11'52" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 285.03 FEET TO AN IRON PIN FOUND WHICH MARKS SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO THE CITY OF WATERLOO RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 389103, ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUING NORTH 89°11'52" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, A DISTANCE OF 105.35 FEET TO AN IRON PIN SET ON THE SOUTHEASTERLY CORNER OF A TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO DANE E. DUDLEY AND NICOLE S. DUDLEY RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 431652; THENCE NORTH 46°20'19" WEST, ALONG THE NORTHEASTERLY LINE OF SAID DUDLEY TRACT AND THE NORTHEASTERLY LINE OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO ANTHONY W. HASSLER & ANGELA K. PISANI RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 370665, A DISTANCE OF 781.90 FEET TO A PIPE FOUND WHICH MARKS THE NORTHERNMOST CORNER OF SAID HASSLER TRACT, ALSO BEING ON THE SOUTHEAST RIGHT-OF-WAY OF A PUBLIC ROAD KNOWN AS LAKEVIEW DRIVE (FAS ROUTE 855); THENCE NORTH 43°47'27" EAST, ALONG THE SOUTHEAST RIGHT-OF-WAY OF SAID LAKEVIEW DRIVE, A DISTANCE OF 30.00 FEET TO A CONCRETE MONUMENT FOUND WHICH MARKS THE EASTERNMOST CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO GREGORY S. WOOLLEY AND ROBYN L. WOOLLEY RECORDED IN THE RECORDER'S OFFICE OF MONROE COUNTY AS DOCUMENT NO. 351551, THENCE SOUTH 46°20'19" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID WOOLLEY TRACT, A DISTANCE OF 300.00 FEET TO AN IRON PIN SET WHICH MARKS THE SOUTHERNMOST CORNER OF SAID WOOLLEY TRACT; THENCE NORTH 43°37'04" EAST, ALONG THE SOUTHEASTERLY LINE OF SAID WOOLLEY TRACT, A DISTANCE OF 441.09 FEET TO A PIPE FOUND WHICH MARKS THE EASTERNMOST CORNER OF SAID WOOLLEY TRACT, ALSO BEING A CORNER OF A TRACT OF LAND DESCRIBED IN THE WARRANTY DEED TO DANIEL G. LUTZ AND CASSANDRA L. LUTZ RECORDED IN THE RECORDER'S OFFICE AS DOCUMENT NO. 401426; THENCE SOUTH 51°18'39" EAST, ALONG THE SOUTHERLY LINE OF SAID LUTZ TRACT, A DISTANCE OF 312.36 FEET TO AN IRON PIN FOUND WHICH MARKS THE SOUTHERNMOST CORNER OF SAID LUTZ TRACT, ALSO BEING ON THE WESTERLY LINE OF THE AFOREMENTIONED CITY OF WATERLOO TRACT, THENCE ALONG THE WESTERLY LINES OF SAID CITY OF WATERLOO TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) THENCE SOUTH 18°56'19" WEST, A DISTANCE OF 317.16 FEET TO AN IRON PIN FOUND; 2) THENCE SOUTH 03°48'19" WEST, A DISTANCE OF 180.31 FEET TO THE POINT OF BEGINNING, CONTAINING 5.06 ACRES, MORE OR LESS.

A-1

PROPOSED A-1 ZONING

EXHIBIT "B"

SURVEYED: DMW(04/25)	PLAT PREPARED FOR Tom Sternau
DRAWN: JPK(05/25)	 HENNRICH ASSOCIATES CIVIL ENGINEERS 1000 N. WASHINGTON ST. MONROE, ILLINOIS 62450 PHONE NO. (314) 384-4100 FAX NO. (314) 384-4100 www.hennrich.com
CHECKED: JMW(05/25)	
APPROVED: JMW(05/25)	
REVISIONS:	
FIELD WORK COMPLETED: May 16, 2025	DESIGN PERM NUMBER 184-002692, EXPIRES APRIL 30, 2027
PROJECT NO.: 61179-100	DATE: June 4, 2025
	SHEET 1 of 1

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 21, 2025
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1916 Authorizing the Execution of an
Annexation Agreement between the City of Waterloo, IL, Nicole A. Castle and David
B. Castle, Jr. in Regard to a Tract of Land Comprising Approximately .55 Acres,
more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL,
and more commonly known as 745 North Market Street.

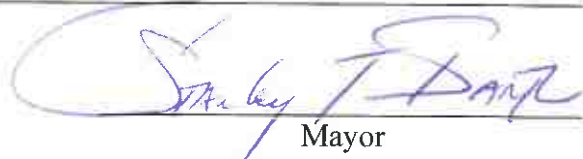
3. Relief or action to be requested:
Approval.

4. Submittal date: 06-10-25

Submitted by:
Roberta Rohwedder, Subdivision & Zoning Administrator

DISPOSITION

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



Mayor

ORDINANCE NO. 1916

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE CITY OF WATERLOO, IL, NICOLE A. CASTLE AND DAVID B. CASTLE JR., IN REGARD TO A TRACT OF LAND COMPRISING APPROXIMATELY .55 ACRES, MORE OR LESS, CONTIGUOUS TO THE CORPORATE BOUNDARIES OF THE CITY OF WATERLOO, IL, AND MORE COMMONLY KNOWN AS 745 NORTH MARKET STREET.

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 Nicole A. Castle and David B. Castle Jr., be entered into; and

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

WHEREAS, Nicole A. Castle and David B. Castle Jr., 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 21st day of July, 2025, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

ANNEXATION AGREEMENT

745 North Market Street

THIS ANNEXATION AGREEMENT is entered into this 21st day of July, 2025, 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 Nicole A. Castle and David B. Castle Jr. at 745 North Market Street, Waterloo, IL 62298, (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 B-3 Central Business District of the CITY'S Zoning Code as illustrated on EXHIBIT C attached hereto,

and by this reference made a part hereof, and in accordance with the terms and conditions of this Agreement will inure to the benefit and improvement of the CITY and its residents and will promote the CITY'S sound planning and development and will otherwise enhance and promote the general welfare of the CITY'S residents; and

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

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

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

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

G1.0 RECITALS.

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

G2.0 ANNEXATION AND ZONING.

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

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

G3.0 FEES.

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

G4.0 UTILITY LINES AND EASEMENTS.

G4.1 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 Twenty-fourth 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 HMG Engineers, Inc., dated 3/6/2025 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 B-3 Central Business District, 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:

Nicole A. Castle
David B. Castle Jr.
745 North Market Street
Waterloo, IL 62298

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

CITY OF WATERLOO

BY: _____
STANLEY T. DARTER, MAYOR

ATTEST:

MEHELLE CHILDERS, CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me by Stanley T. Darter, Mayor and Mechelle Childers, City Clerk, this 21st day of July, 2025.

Notary Public

OWNER & DEVELOPER

Nicole A. Castle
David B. Castle Jr.
745 North Market Street
Waterloo, IL 62298

BY: _____
Nicole A. Castle

BY: _____
David B. Castle Jr.

ATTEST:

Roberta Rohwedder,
Subdivision & Zoning Administrator
City of Waterloo, IL

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

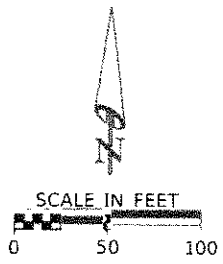
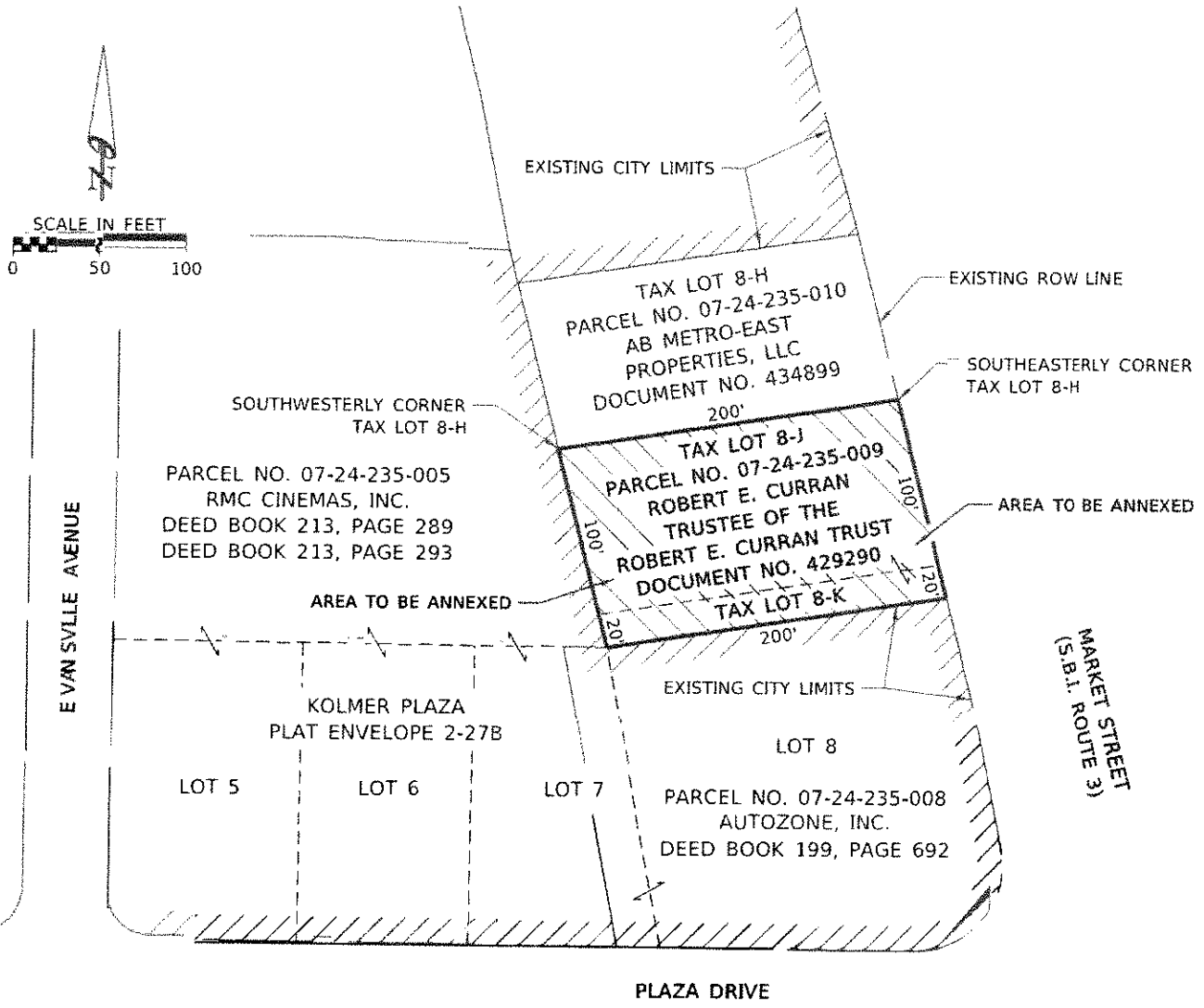
The foregoing instrument was acknowledged before me by Nicole A. Castle, David B. Castle Jr. and Roberta Rohwedder this _____ day of _____, 20____.

Notary Public

Exhibit A

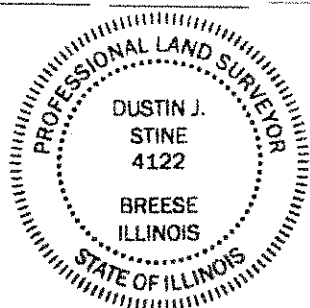
PLAT OF ANNEXATION TO THE CITY OF WATERLOO,
MONROE COUNTY, ILLINOIS

PART OF TAX LOT 8-A, NOW KNOWN AS AND DESCRIBED AS TAX LOT 8-J AND
TAX LOT 8-K, ALL IN SURVEY 641, CLAIM 1645 IN TOWNSHIP 2 SOUTH, RANGE 10 WEST
OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS



HMG ENGINEERS, INC.
 CONSULTING ENGINEERS
 BREESE, ILLINOIS 62230
 CORPORATION LICENSE NO. 184-000899
 HMG NO. WLO000.2500 MARCH 06, 2025

BY: *Dustin J. Stine*
 DUSTIN J. STINE, PLS NO. 4122
 LICENSE EXPIRES NOVEMBER 30, 2026



**B-3
Central Business District**

Permitted Uses.

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

Permitted Accessory Uses.

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

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

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

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

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

Special Use Permits Required.

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

**B-1
Office Business**

Permitted Uses.

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

Permitted Accessory Uses.

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

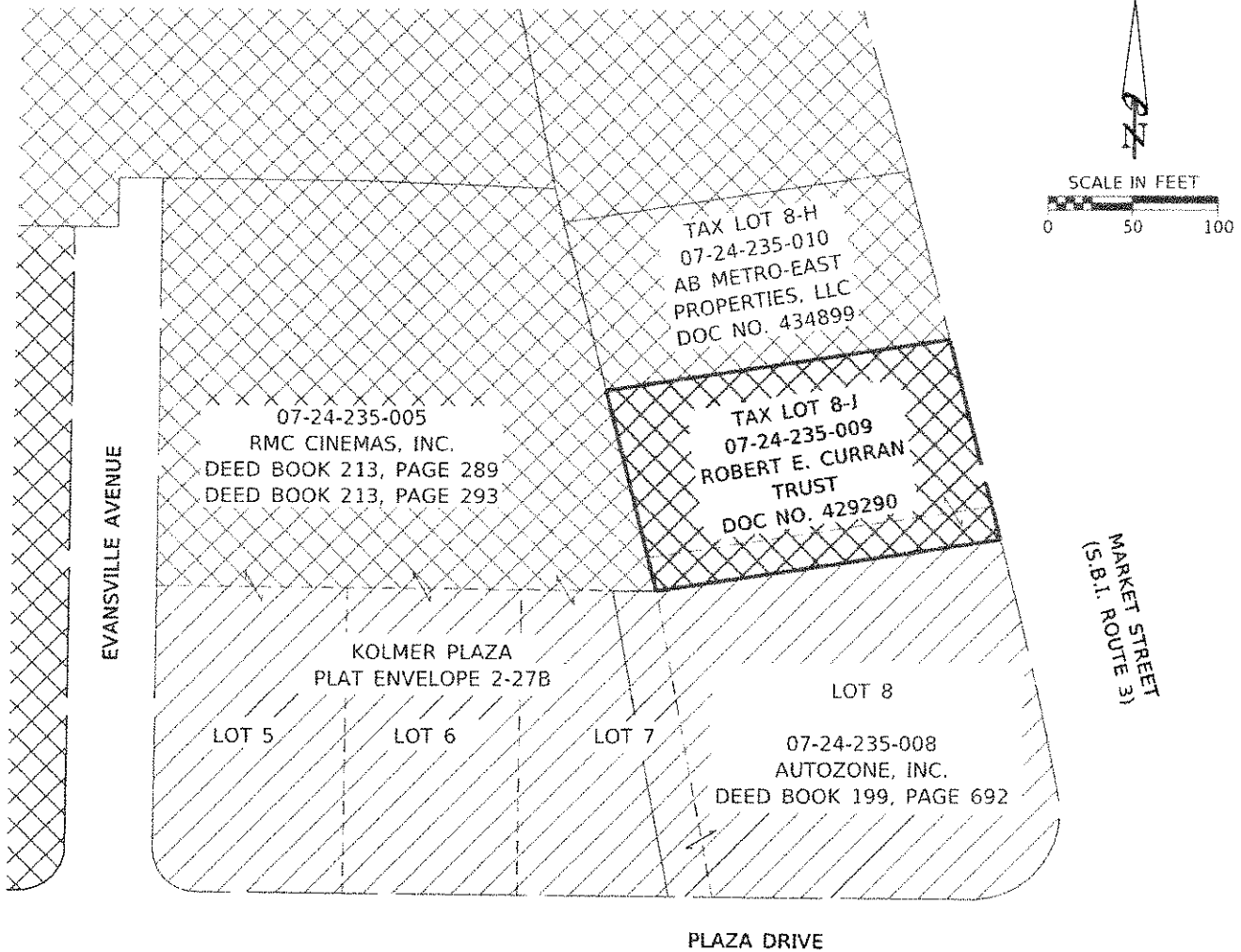
Special Use Permits Required.

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

Exhibit D

PLAT OF ZONING FOR CITY OF WATERLOO, ILLINOIS

PART OF TAX LOT 8-A, NOW KNOWN AS AND DESCRIBED AS TAX LOT 8-J AND
TAX LOT 8-K, ALL IN SURVEY 641, CLAIM 1645 IN TOWNSHIP 2 SOUTH, RANGE 10 WEST
OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS

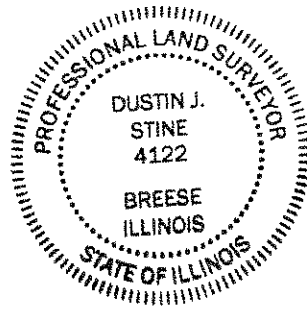


LEGEND:

- EXISTING ZONING B-2
- EXISTING ZONING B-3
- PROPOSED ZONING B-3

HMG ENGINEERS, INC.
CONSULTING ENGINEERS
BREESE, ILLINOIS 62230
CORPORATION LICENSE NO. 184-000899
HMG NO. WLO000.2500 MARCH 06, 2025

BY:
DUSTIN J. STINE, PLS NO. 4122
LICENSE EXPIRES NOVEMBER 30, 2026



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 21, 2025
(Date)

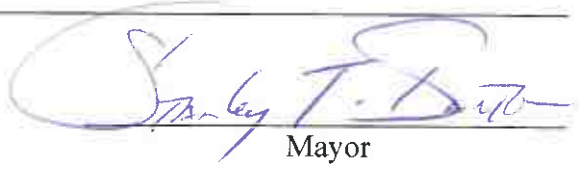
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1917 Authorizing the Annexation and Zoning of Property owned by Nicole A. Castle and David B. Castle, Jr. for a Tract of Land Comprising Approximately .55 Acres, more or less, Contiguous to the Corporate Boundaries of the City of Waterloo, IL, and more commonly known as 745 North Market Street.

3. Relief or action to be requested:
Approval.

4. Submittal date: 06-10-25
Submitted by:
Roberta Rohwedder, Subdivision & Zoning Administrator

DISPOSITION

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


Mayor

ORDINANCE NO. 1917

AN ORDINANCE AUTHORIZING THE ANNEXATION AND ZONING OF PROPERTY OWNED BY NICOLE A. CASTLE AND DAVID B. CASTLE, JR. FOR A TRACT OF LAND COMPRISING APPROXIMATELY .55 ACRES, MORE OR LESS, CONTIGUOUS TO THE CORPORATE BOUNDARIES OF THE CITY OF WATERLOO, IL, AND MORE COMMONLY KNOWN AS 745 NORTH MARKET STREET.

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 electors residing in said territory; and

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

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

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

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

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

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

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

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

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

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

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

PASSED this 21st day of July, 2025, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 21st day of July, 2025.

STANLEY T. DARTER, Mayor
City of Waterloo, Illinois

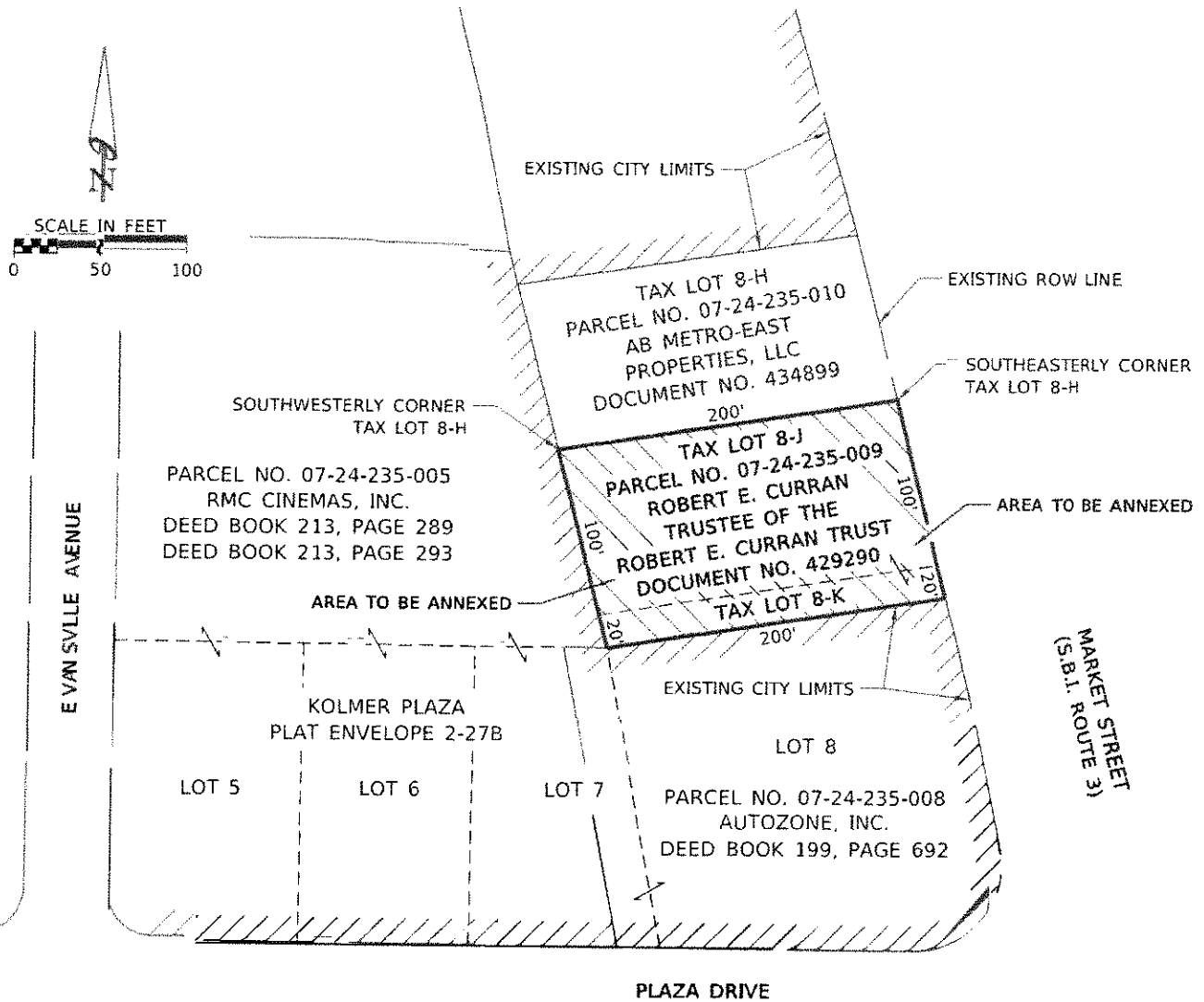
ATTESTED, Filed in my office, and published in pamphlet form.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

Exhibit A

PLAT OF ANNEXATION TO THE CITY OF WATERLOO, MONROE COUNTY, ILLINOIS

PART OF TAX LOT 8-A, NOW KNOWN AS AND DESCRIBED AS TAX LOT 8-J AND
TAX LOT 8-K, ALL IN SURVEY 641, CLAIM 1645 IN TOWNSHIP 2 SOUTH, RANGE 10 WEST
OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS



HMG ENGINEERS, INC.
CONSULTING ENGINEERS
BREESE, ILLINOIS 62230
CORPORATION LICENSE NO. 184-000899
HMG NO. WLO000.2500 MARCH 06, 2025

BY: Dustin J. Stine
DUSTIN J. STINE, PLS NO. 4122
LICENSE EXPIRES NOVEMBER 30, 2026

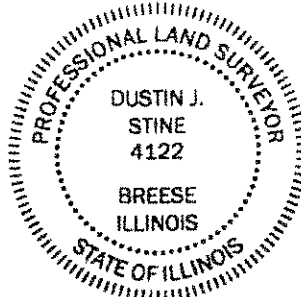
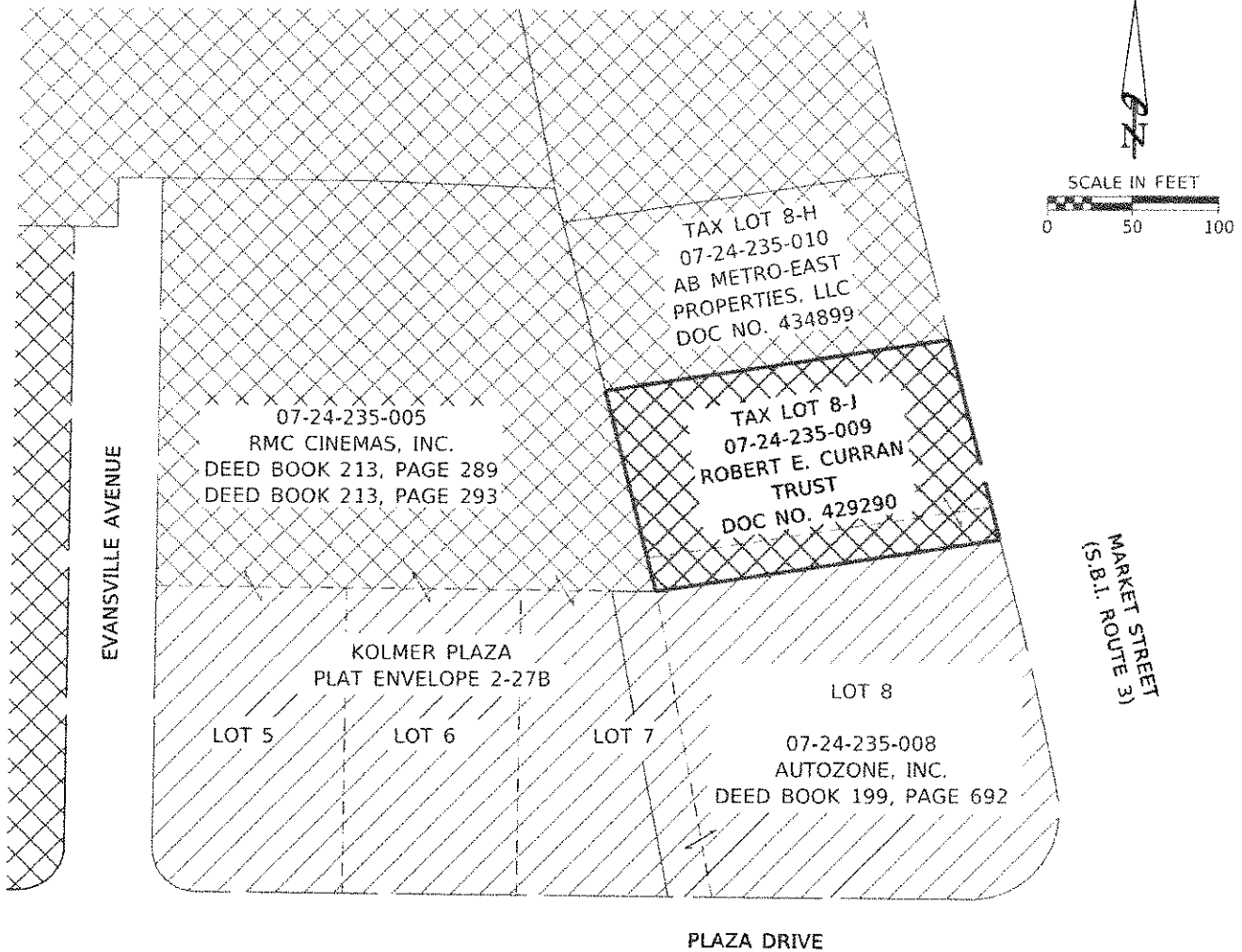


Exhibit B

PLAT OF ZONING FOR CITY OF WATERLOO, ILLINOIS

PART OF TAX LOT 8-A, NOW KNOWN AS AND DESCRIBED AS TAX LOT 8-J AND
TAX LOT 8-K, ALL IN SURVEY 641, CLAIM 1645 IN TOWNSHIP 2 SOUTH, RANGE 10 WEST
OF THE THIRD PRINCIPAL MERIDIAN, MONROE COUNTY, ILLINOIS



LEGEND:

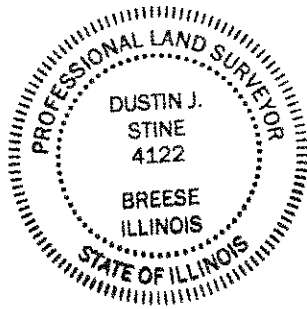
EXISTING ZONING B-2

EXISTING ZONING B-3

PROPOSED ZONING B-3

HMG ENGINEERS, INC.
CONSULTING ENGINEERS
BREESE, ILLINOIS 62230
CORPORATION LICENSE NO. 184-000899
HMG NO. WLO000.2500 MARCH 06, 2025

BY:
DUSTIN J. STINE, PLS NO. 4122
LICENSE EXPIRES NOVEMBER 30, 2026



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 21, 2025
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1918 Regarding Access Control for Rogers Street.

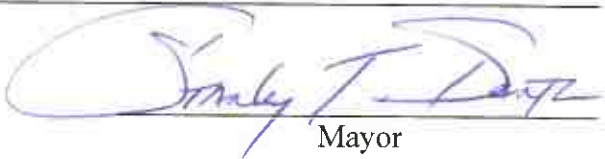
3. Relief or action to be requested:
Approval.

4. Submittal date: 07-18-25

Submitted by:
JR Landeck, Director of Public Works

DISPOSITION

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



Mayor

ORDINANCE NO. 1918

AN ORDINANCE REGARDING ACCESS CONTROL FOR ROGERS STREET.

WHEREAS, the City of Waterloo, Illinois is a non-home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the legislature granted non-home rule municipalities the broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities” (65 ILCS 5/1-2-1); and

WHEREAS, City of Waterloo, IL Resolution No. 01-04 was approved on March 26, 2001 with provisions to provide regulations for the creation of entrances along Rogers Street; and,

WHEREAS, the City Council has determined it is in the best interest of the City of Waterloo to provide for additional access points to Rogers Street for certain types of property; and,

NOW, THEREFORE, be it ordained by the corporate authorities of the City of Waterloo, Illinois that Resolution No. 01-04 be amended by the addition of the following:

The construction of a single means of ingress and egress shall be permitted in the following circumstances between Hamacher Street and Country Club Lane:

- 1) The subject property wherein a new means of ingress and egress is sought is zoned A1 or A2 within the City;
- 2) The property is a minimum of 5 acres; and
- 3) The property has a minimum of 330' of road frontage; and
- 4) Any property owner provides to the Subdivision and Zoning Officer plans demonstrating that any new ingress and egress proposed shall contain a circle drive or other suitable alternative to allow for vehicles to turn 180 degrees after entering said property, so to enter Rogers Street from said property in a safe and suitable manner; and
- 5) The means of ingress and egress herein referenced shall be for the sole and exclusive benefit of the subject property.

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 21, 2025
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1919 Implementing a Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax for the City of Waterloo, IL.

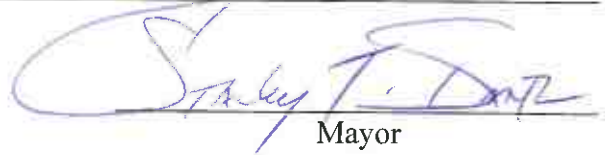
3. Relief or action to be requested:
Approval.

4. Submittal date: 07-18-25

Submitted by:
Sarah Craig, Collector / Budget Officer

DISPOSITION

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



Mayor

ORDINANCE NO. 1919

AN ORDINANCE IMPLEMENTING A MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX FOR THE CITY OF WATERLOO, IL.

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and,

WHEREAS, the **CITY OF WATERLOO** is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality” (the “Municipal Grocery Tax”) (65 ILCS 5/8-11-24); and,

WHEREAS, the Municipal Grocery Retailers’ Occupation Tax may be imposed “at the rate of 1% of the gross receipts from these sales” (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Retailers’ Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24) to also impose a Service Occupation Tax at the same rate, “upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” as “an incident to a sale of service” (the “Municipal Grocery Service Occupation Tax”) (65 ILCS 5/8-11-24); and,

WHEREAS, any Municipal Grocery Service Occupation Tax shall be administered, collected and enforced by the Illinois Department of Revenue; and,

WHEREAS, the City Council believes that it is appropriate, necessary and in the best interests of the **CITY OF WATERLOO** and its residents, that the City levy a Municipal Grocery Retailers’ Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

WHEREAS, the City Council believe that it is appropriate, necessary and in the best interests of the City and its residents, that the City levy a Municipal Grocery Service Occupation Tax as permitted by Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24); and,

NOW, THEREFORE, be it ordained, by the City Council of the **CITY OF WATERLOO** as follows:

Section 1. Incorporation of Recitals. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail in this municipality at the rate of 1% of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 3. Municipal Grocery Service Occupation Tax. A tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries as an incident to a sale of service. The rate of this tax shall be the same rate identified in Section 2, above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

Section 4. Illinois Department of Revenue to Administer Both Taxes. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Illinois Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

Section 5. Clerk to file Ordinance with Illinois Department of Revenue. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24), the Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

Section 6. Effective Date. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

Section 7. Repeal of Conflicting Provisions. All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 8. Severability. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 9. Headings/Captions. The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 10. Publication. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with 65 ILCS 5/1-2-4.

PASSED this 21st day of July, 2025.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED this 21st day of July, 2025.

STANLEY T. DARTER, Mayor

ATTEST:

MECHELLE CHILDERS, City Clerk

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
July 21, 2025
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Solicitation Request from the Knights of Columbus for their 2025 Intellectual Disabilities (Tootsie Roll) Fund Drive to be held on September 19, 20 and 21, 2025 at the Intersections of Mill / Main and Rogers / Hamacher.

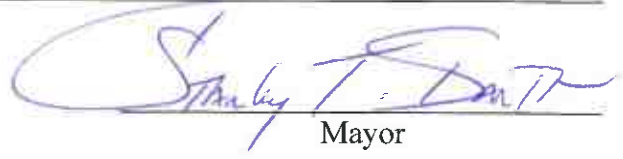
3. Relief or action to be requested:
Approval.

4. Submittal date: 07-07-25

Submitted by:
Dave Sawyer, Knights of Columbus

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

Tammy Kujawa

From: Dave & Diane Sawyer
Sent: Monday, July 7, 2025 12:27 PM
To: Tammy Kujawa
Subject: KC - permission to solicit

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

07-07-2025

Waterloo Knights of Columbus
Council 1334

City of Waterloo
Attn: Tammy Kujawa
Re: Request for permission to solicit.

On September 19, 20, and 21, the Waterloo Knights of Columbus will be having their 2025 Intellectual Disabilities (Tootsie Roll) Fund Drive.
This is a request to fund raise on those dates.

Locations:
Hamacher & Rogers
Main & Mill

Hours:
Hamacher & Rogers: Friday 4:15pm to 6:15pm
Saturday 7:45am to 9:45am
Sunday 8:30am to 10:30am

Mill & Main: Friday 4:15pm to 6:15pm
Saturday 8:30am to 10:30am

Thank you,

Dave Sawyer
Knights of Columbus

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 21, 2025
(Date)

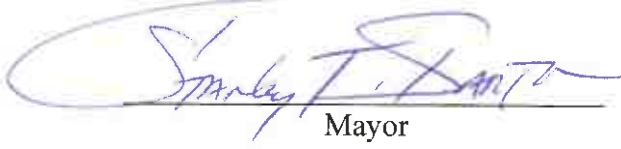
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Huebner Concrete Contracting as Low Bidder, in the Amount \$253,579.50, for the 2025 Street, Curb, Sidewalk and Curb Ramp Improvement Program.

3. Relief or action to be requested:
Approval.

4. Submittal date: 07-17-25
Submitted by:
JR Landeck, Director of Public Works

DISPOSITION

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


Mayor



CITY OF WATERLOO, IL – BID OPENING RESULTS

NAME OF PROJECT: 2025 Street, Curb, Sidewalk and Curb Ramp Improvement Program

DATE: July 17, 2025

TIME: 10:00 AM

<u>NAME OF BIDDER:</u>	<u>AMOUNT OF BID:</u>
1. <u>Huebner Concrete</u>	1. <u>\$ 253,579.50</u>
2. <u>.</u>	2. <u></u>
3. <u></u>	3. <u></u>
4. <u></u>	4. <u></u>
5. <u></u>	5. <u></u>
6. <u></u>	6. <u></u>

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 21, 2025
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on the Purchase of a New Standby Generator for the
Northeast Sanitary Sewer Lift Station from Altorfer CAT in the amount of
\$49,170.00.

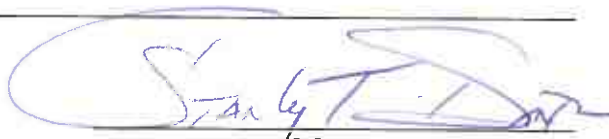
3. Relief or action to be requested:
Approval.

4. Submittal date: 07-18-25

Submitted by:
JR Landeck, Director of Public Works

DISPOSITION

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



Mayor

Memorandum

To: Mayor and City Council Members
From: JR Landeck, Director of Public Works
Date: 07-18-25
Re: Standby Generator Purchase

The Standby Generator for the Northeast Sanitary Sewer Lift Station is to be purchased from Altorfer CAT in the amount of \$49,170.00, as detailed in the attached proposal. We have an allocated budget of \$55,000 for this purchase. This new generator will replace a similar unit that is currently inoperable and beyond reasonable repair. We solicited and received three (3) quotations from vendors offering this specific equipment. The bid tabulation is below. As discussed in the July 14, 2025 Utility Meeting, the Public Works Staff recommends purchasing the Caterpillar model D125 GC CAT generator.

Bid Tabulation:

1. \$45,850.00 (Cummins) - Cummins
2. \$49,170.00 (CAT) – Altorfer CAT
3. \$50,588.00 (Kohler) – Nixon

Please let me know if you should need the other quotations or have any questions.

Thank you,
JR



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Ref #: 31488421

Page 1 of 6

PROPOSAL

Date: 6/23/2025

Customer: City of Waterloo
Attention: John Luecking
Project Name: Sewer Lift Station

Altorfer Power Systems appreciates your interest in Caterpillar power generation equipment and the opportunity to work with you on this project. This proposal includes Caterpillar generator sets as rated below at 0.8 power factor suitable for standby use. This system includes the standard accessories provided by Caterpillar with optional peripheral equipment and services as identified in this proposal through our interpretation of the project requirements.

Top-level equipment and services offerings provided under this proposal:

ITEM I

One (1) new Caterpillar model D125 GC diesel engine generator set rated at 125kW standby, 277/480 Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 399-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

One (1) new automatic transfer switch, 200A, service entrance rated, NEMA 3R, 11BE, 44G, open transition, 3-pole, including: Test switch, In-phase monitor for motor load transfer, Manual bypass of transfer to normal TD, ATS switch position indicating lights, Provisions for remote transfer contact (peak shave/test), with automatic bypass (retransfer) if emergency fails, and normal is acceptable, UL type 3R Enclosure with strip heater wired to load terminals.

Additionally, we have detailed the equipment configuration and services relative to our understanding of these requirements in the body of this document. Please check it for correctness and completeness to be certain that it meets your needs. Please contact us for any clarifications or refinements that may be necessary to meet the scope of the project, as you understand it.

At the conclusion of this proposal, you will find the quoted price and additional commercial related information regarding the terms of this agreement. Thank you for considering Altorfer Power Systems and the opportunity to provide your equipment and service needs. We are firmly committed to providing the best possible support and service during the life cycle of this project.

Sincerely,

Nicholas A. Dunham

Nicholas A. Dunham
Power Sales Group
Altorfer / Caterpillar

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Decatur IL • Dix IL • Dubuque IA • Dwight IL • East Peoria IL • Elmhurst IL • Hammond IN • Joliet IL • Oglesby IL
Rock Falls IL • Rockford IL • Springfield IL • Urbana IL • Wauconda IL • West Branch IA • West Burlington IA

**Standard Equipment Caterpillar****FACTORY TESTING AT 0.8 PF**

- ✓ Results at full load reported are: engine rpm, frequency, average voltage, line-to-line voltages for all three phases, average current, line currents for all three phases, and observed power--all at 0.8 power factor. Engine rpm, average voltage and line-to-line voltages for all three phases are reported at no load.

AIR INLET SYSTEM

- ✓ Air cleaner

ENGINE

- ✓ Emission control engine
- ✓ Structural steel base
- ✓ Oil and fuel filter system
- ✓ Critical type silencer system

GENERATOR

- ✓ Caterpillar 125kW generator, standby rated, engine mounted and tested at the Caterpillar factory, Class H Insulation, optimal pitch
- ✓ 0.8 Power Factor
- ✓ Voltage Regulator
- ✓ Main Breaker – 250 Amps

SUBBASE FUEL TANK

- ✓ UL 142 Listed
- ✓ Conduit Access Stub Up Area
- ✓ Level Indicator, Low Fuel Level Alarm Switch, Fuel in Rupture Basin

ENCLOSURE

- ✓ Sound attenuated - Durable weather-resistant finish
- ✓ Exhaust silencing system includes exhaust pipe and rain cap.
- ✓ Internally mounted critical grade silencer
- ✓ Robust/highly corrosion resistant construction
- ✓ Steel Construction
- ✓ Lockable, gasketed doors provide secure access to maintenance items (battery, fuel fill, oil, and coolant)
- ✓ Lube oil and coolant drains piped to exterior of enclosure and terminated with drain valves
- ✓ Radiator guard

LUBE SYSTEM

- ✓ Lubricating oil, Oil filter, Oil drain line with valve piped to edge of base

MOUNTING SYSTEM

- ✓ Formed steel base
- ✓ Linear vibration isolators between base and engine-generator

STARTING SYSTEM

- ✓ Battery, Battery Charger, Jacket water heater, Charging alternator

DIGITAL CONTROL PANEL

Instrumentation

- ✓ LCD display with adjustable contrast and backlight with auto power off
- ✓ AC metering: Volts 3-phase (L-L & L-N); Amps (per phase & average); Frequency; kW (total & per phase); kVA (total & per phase); kVAR (total & per phase); Power Factor (overall & per phase); kW hours; kVAR hours
- ✓ DC metering: Battery Volts; Engine hours run; Engine Jacket Water Temperature (in °C or °F); Lube oil pressure (in psi, kPa or bar); Engine speed (rpm); Crank attempt counter; Start counter

Protection

- ✓ Fail to start shutdown, Low oil pressure shutdown, High engine temperature, Approaching high coolant temperature alarm, Approaching low oil pressure alarm, Not in auto mode alarm, **Underspeed/Overspeed**, Loss of engine speed detection, Low/High battery voltage, Battery charger failure (if fitted), Under volts, over volts, Under frequency, over frequency, Overcurrent

Controls

- ✓ Run key and LED indicator, Auto key and LED indicator, Stop key and LED indicator
- ✓ Lamp test key, Alarm acknowledge key, Menu navigation keys
- ✓ Engine and AC metering shortcut keys, All control module keys have tactile feedback
- ✓ Lock down emergency stop push button, Service interval counter.

GOVERNING SYSTEM

- ✓ Cat Electronic Isochronous Governor. The engine governor shall be an electronic speed control with actuator. Speed droop shall be 0 (isochronous) from no load to full rated load. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.

GENERAL GENERATOR SET NOTES:

- ✓ First fill lubricating oil
- ✓ First fill coolant, installed

TECHNICAL FIELD SERVICE TO INCLUDE:

Technical Field Service to Include:

Note: Field Services do not include initial fuel fill or replenishment, videotaping, sound measurements, or city permits for load testing on site.

INSTALLATION AUDIT:

A pre-start audit is available when time and circumstances permit, to be performed by Altorfer Power Systems Project Manager prior to dispatching our field service technician to perform the equipment startup; to review the site work that has been completed. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additionally, our local project managers are available for consult during the entire life of the project.



Ref #: 31488421

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EQUIPMENT STARTUP:

Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

LOAD BANK TESTING

On-site load bank test utilizing a resistive load bank. Time allowed for 1 (one) factory certified technician is based on accessibility, site preparation and safety concerns for both equipment and personal. Altorfer Power Systems will provide a portable load bank (sized to the generator rating) and 100 feet of power cable. Cable runs greater than 100 (one hundred) feet will be billed at prevailing rates. These services are to be performed during normal business hours, Monday through Friday 7:30 am to 3:30 pm. Additional personal required or revisits as dictated by the site, will require a written request for services with a change order by an authorized person and will be billed at prevailing rates.

TRAINING:

The appropriate Altorfer personnel are available to provide a basic/up to one (1) hour training on site on the same trip during the unit has been started up. If more time is required, or additional sessions are required, arrangements can be negotiated.

WARRANTY:

Caterpillar warranty applies unless extended service coverage is purchased. Standard manufacturer's warranty applies to all non-Caterpillar equipment. Altorfer will administer all warranty claims during the appropriate warranty period. All other manufacturers warranty is for components only. Labor associated with these claims will be charged accordingly. Copy of warranty statements will be provided at project submittal.

CUSTOMER VALUE AGREEMENT OFFER:

Caterpillar equipment is designed and built to provide maximum productivity and operating economy throughout its operating life. Customer Value Agreements (CVA) are high-efficiency tools for managing your Caterpillar equipment to maintain that built-in value and achieve high reliability. CVA's provide access to trained CAT experts with exceptional knowledge about your CAT equipment. Building the right CVA always begins with a careful assessment of your needs and ends with an agreement that provides you with the lowest possible operating cost. The best time to do this is at the beginning of the equipment's service life considered directly after startup and commissioning testing. Altorfer CAT will assess your equipment in its final installed configuration and work with you to create a CVA that best suits your needs at that time. A review of risk mitigation tools, such as extended warranty, training, inspections, load bank testing, fuel/oil/coolant fluids analysis, and remote asset monitoring is also included in this assessment.

AVAILABILITY:

Determined after approved release. Equipment submittal time is to be negotiated.

**FINANCIAL TERMS:**

Net cash 30 days upon receipt of invoice, with credit approval. Equipment will be invoiced at the contracted amount when ready for shipment. Retainers are not allowed unless previously negotiated and are identified in this proposal. Late charges of 1-1/2% per month will be assessed for late payments and customer will also be responsible for any collection costs and expenses, including reasonable attorney's fees. Equipment storage fees may apply when delivery is not accepted when ready for shipment. Sales tax is **NOT** included in the purchase price and will be charged at the current tax rate, if applicable.

ADDITIONAL TERMS AND CONDITIONS:

The scope of supply for this quotation is limited to the equipment and services listed in this proposal. The bill of material herein does not include demolition, removal, terminations, installation, labor, fuel, fuel piping, air ducting, exhaust silencer installation, exhaust piping or electrical wiring between loose items such as engine, control gear, transfer switches, day tanks, battery charger, etc. Coordination studies & relay settings & relay testing services are not included. Permitting not included. The customer is responsible for any and all installation of the above Equipment unless specifically modified by this proposal. All equipment needed to perform any loading or unloading of the Equipment supplied by Altorfer Power Systems is the responsibility of the customer unless specifically modified by this proposal. Unless specifically listed in our bill of material, equipment not indicated is to be supplied by others. We reserve the right to correct any errors or omissions. Customer's signature on this quotation or the issuance of a purchase order or other acknowledgement by customer for the Equipment shall constitute acceptance of this quotation subject only to the terms and conditions set forth herein notwithstanding any terms and conditions contained in any such purchase order or other acknowledgment or communication from the customer which are different from or in addition to the terms and conditions of this quotation. This quotation is subject to any applicable manufacturer's general terms and conditions of sale. Changes to the terms of this quotation may only be made by the express written agreement of Altorfer Power Systems. Altorfer Power Systems shall not be responsible for any consequential, special, indirect or liquidated damages hereunder or for any manufacturer or other delays beyond Altorfer's control. Altorfer Power Systems will not be responsible for any labor or material charges by others associated with the start-up and installation of this equipment unless previously agreed upon, in writing by Altorfer Power Systems. This quotation expires in 30 calendar days or sooner with notice and is subject to prior sale. The prices stated herein are subject to any manufacturer increases if the order is not released for manufacture within 90 calendar days from order date or, if drawings for approval are required, the drawings are not returned and released for manufacture within 30 calendar days of mailing date. For any completed order, scheduled for shipment, that is held, delayed or rescheduled at the request of the Buyer, Seller may, at its sole option, ship to storage, invoice, and transfer title, all at the sole cost and risk of loss of the Buyer. Buyer may terminate or cancel an order by written notice and upon payment of appropriate charges based upon a percentage of the quoted sales price at the stage of completion: 10% hold for approval status and 100% after release for manufacture status.

EXCEPTIONS & CLARIFICATIONS:

Quotation is based on generator specification and ATS specifications and drawings provided dated only. If actual job site conditions/local codes require a change in BOM, all such changes will be quoted and billed accordingly.



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Ref #: 31488421

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Total price for these product and services:

One (1) new Caterpillar model D125 GC diesel engine generator set rated at 125kW standby, 277/480 Volt, 3-Phase, 60 Hz, 1800 RPM, with sound attenuated enclosure, 399-gallon fuel tank base, equipped per attached bill of materials. Five-year standard warranty, testing, startup, and training included.

One (1) new automatic transfer switch, 200A, service entrance rated, NEMA 3R, 11BE, 44G, open transition, 3-pole, including: Test switch, In-phase monitor for motor load transfer, Manual bypass of transfer to normal TD, ATS switch position indicating lights, Provisions for remote transfer contact (peak shave/test), with automatic bypass (retransfer) if emergency fails, and normal is acceptable, UL type 3R Enclosure with strip heater wired to load terminals.

Total Cost \$49,170.00 (Plus tax) FOB: Jobsite Tailgate

2025 Supply Chain Volatility Note - Altorfer Power Systems continuously strives to reduce costs and optimize productivity whenever possible. Unfortunately, the current volatility of the supply chain has necessitated a price review process that will take place at the time we receive a "release for production" for this project. We will review the cost basis that was used at the time of quotation and if we find our inputs have increased, we will issue a revised proposal before accepting your "release for production".

ACCEPTANCE:

ALTORFER POWER SYSTEMS

(Customer Signature)

Nicholas A. Dunham

Phone: 217.640.0683

DATE: _____

Email: nick.dunham@altorfer.com

Should you have any questions or comments on this matter, please do not hesitate to contact us. This information is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. No waiver of applicable privilege and/or protection against disclosure is intended. If you are not the intended recipient, you are hereby notified that any use of, dissemination, distribution or copy of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone so that we can arrange return of the original message to us at no cost to you. Once equipment is delivered and installed, service requires two weeks' notice to schedule startup and load bank testing.

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