

## **WATERLOO CITY COUNCIL**

### **Regular Meeting Agenda**

Location: Waterloo City Hall - Council Chambers

100 W. Fourth St., Waterloo, IL

Date: Monday, August 15, 2022

Time: 7:30 p.m.

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Correction or Withdrawal of Agenda Items by Sponsor.
5. Approval of Minutes as Written or Amended.
6. Petitions by Citizens on Non-Agenda Items.
7. Reports and Communications from the Mayor and other City Officers.
  - A. Report of Collector.
  - B. Report of Treasurer.
  - C. Report of Subdivision and Zoning Administrator.
  - D. Report of Building Inspector / Code Administrator.
  - E. Report of Director of Public Works.
  - F. Report of Chief of Police.
  - G. Report of City Attorney.
  - H. Report and Communication by Mayor.
    1. Presentation of Awards to City of Waterloo Mural Contest Winners.
    2. Check Presentation to Western Egyptian Meals on Wheels Program from the Sophia & Elmer Oerter Charitable Foundation.
    3. Waterloo Beautification Grant Check Presentation to Bill & Angie Wirth, Wirth Insurance Agency, for property located at 119 E. Mill Street.
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. 22-09 Approving the Revised 2022 Self-Generation Net Metering Policy and Interconnection Policy.
  - B. Consideration and Action on Resolution No. 22-10 Approving the Trane Select Service Agreement in the Amount of \$11,439.00 for the Initial Term of One-Year effective June 1, 2022.
  - C. Consideration and Action on Resolution No. 22-11 Approving an Agreement by and between the County of Monroe, IL and the City of Waterloo, IL for Coordinated Communications Services for a Three-Year Term to Expire on September 30, 2025.
  - D. Consideration and Action on Ordinance No. 1858 Approving the Naming of an Alley located in the City of Waterloo, Illinois, to Firehouse Lane.
  - E. Consideration and Action on Ordinance No. 1859 Approving the Naming of an Alley located in the City of Waterloo, Illinois, to Watertower Lane.
  - F. Consideration and Action on Ordinance No. 1860 Amending the City of Waterloo, Illinois, Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII Traffic Schedules, Schedule A: Stop & Through Intersections, and Schedule C: Four-Way Stop Intersections, for Firehouse Lane and Watertower Lane.
11. Unfinished Business.
12. Miscellaneous Business.
  - A. Consideration and Action on Approval of the Purchase of Four Life Size Soldier Statues from SVJ Creative Designs at a cost not to exceed \$25,000.00 to be paid from Gambling Proceeds.
  - B. Consideration and Action on Authorizing the IMRF Granting of Service Credits to Alex P. Bishop for Out-Of-State Service with the Out-Of-State governmental unit, O.P.E.R.S.
  - C. Consideration and Action on Authorizing the IMRF Granting of Service Credits to Timothy J. Birk for Out-Of-State Service with the Out-Of-State governmental unit, LAGERS.
  - D. Consideration and Action on Approval of a Solicitation Request from the Waterloo Lions Club for their Annual "Candy Days" Fundraiser to be held on Friday, October 14, 2022 and Saturday, October 15, 2022, at the Intersections of Main / Mill, and Rogers / Hamacher.
  - E. Consideration and Action on a Special Event Permit Application from WCUSD#5 for their Annual Bulldog Color Run to be held on October 15, 2022, 5:30 p.m. to 7:30 p.m., to include the partial closures of First, Hamacher, Rogers and Fourth Streets and Bellefontaine Drive.
  - F. Executive Session for the Discussion of Personnel as Provided for by 5 ILCS 120/2(c)(1) and Imminent Litigation as per 5 ILCS 120/2(c)(11).
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

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### **DATES TO REMEMBER**

August 18, 2022 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

August 23, 2022 – American Legion Meeting, Waterloo City Hall: 2<sup>nd</sup> Floor, 7:00 p.m.

Sept. 05, 2022 – City Offices Closed for the Labor Day Holiday.

Sept. 06, 2022 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Sept. 12, 2022 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Sept. 13, 2022 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.

**MINUTES OF THE  
CITY COUNCIL MEETING  
AUGUST 01, 2022**

1. The meeting was called to order by Mayor Smith at 7:30 p.m.
2. The following Aldermen were present: Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller.
3. Pledge of Allegiance led by Mayor Tom Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor. None.
5. Approval of Minutes as Written or Amended.  
Approval of City Council Meeting Minutes dated 07-18-22. Motion made by Alderman Darter and seconded by Alderman Row to approve the City Council Meeting Minutes from 07-18-22. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting 'yea'.
6. Petitions by Citizens on Non-Agenda Items.
  - Several residents addressed the council regarding unkempt/overgrown detention basins in the Creekside Estates subdivision. The residents also expressed concern over the future maintenance of the detention basins.
  - Kay Clements from the Violence Prevention Center Monroe County Outreach Group requested the City's support regarding a program to bring awareness of domestic violence called "Paint the Town Purple".
7. Reports and Communications from the Mayor and other City Officers.
  - A. Report of Collector. No report.
  - B. Report of Treasurer. No report.
  - C. Report of Subdivision and Zoning Administrator. No report.
  - D. Report of Director of Public Works.  
Veterans Drive is now open to traffic along with the intersection at Library and Third. Expect Morrison Avenue to be open by the end of the month.
  - E. Report of Assistant Chief of Police. – There were no major issues at the Monroe County Fair.
  - F. Report of City Attorney. No report.

- G. Report and Communication by Mayor.
  - 1. Presentation of Mayor's Commendation to Jeff & Denise Vogt, owners of JV's Downtown Bar & Grill, in Recognition of 37 Years of Business and Community Goodwill.
  - 2. Waterloo Beautification Grant Check Presentation to Tony Groves, Groves Investment Co., for property located at 128-130 W. Mill Street.
- 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.
- 12. Miscellaneous Business.
  - A. Consideration and Action on Warrant No. 616

Motion made by Alderman Darter and seconded by Alderman Heller on approving Action on Warrant No. 616.

Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting 'yea'.
  - B. Consideration and Action on Approval of a Solicitation Request from the Waterloo Fire Department for their Annual "Fill the Boot" Campaign to be held on Friday, August 19, 2022, 5-8 p.m., and Saturday, August 20, 2022, 8 a.m. – 2 p.m., at the Intersections of Main / Mill, and Rogers / Hamacher.

Motion made by Alderman Notheisen and seconded by Alderman Matt Buettner on Approval of a Solicitation Request from the Waterloo Fire Department for their Annual "Fill the Boot" Campaign to be held on Friday, August 19, 2022, 5-8 p.m., and Saturday, August 20, 2022, 8 a.m. – 2 p.m., at the Intersections of Main / Mill, and Rogers / Hamacher.

Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting 'yea'.
  - C. Consideration and Action on a Special Event Permit Application from the Gibault Men's Club for their Annual Bike Ride to be held on Friday, September 09, 2022, from 7-11 p.m.

Motion made by Alderman Row and seconded by Alderman Darter on approving a Special Event Permit Application from the Gibault Men's Club for their Annual Bike Ride to be held on Friday, September 09, 2022, from 7-11 p.m.

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

- D. Consideration and Action on Approval of the Purchase of a 2022 Ford F450 from Morrow Brothers Ford in the amount of \$87,991.00 (after trade-in) for the Sewer Plant.  
Motion made by Alderman Hopkins and seconded by Alderman Heller on Approval of the Purchase of a 2022 Ford F450 from Morrow Brothers Ford in the amount of \$87,991.00 (after trade-in) for the Sewer Plant.  
Motion passed unanimously with Aldermen Hopkins, Trantham, Darter, Kyle Buettner, Row, Heller, Notheisen and Matt Buettner voting 'yea'.
- E. Consideration and Action on Approval of the Silvercreek Crossing First Addition, Phase II, Improvement Plans and Signing of the IEPA Permits.  
Motion made by Alderman Row and seconded by Alderman Kyle Buettner on Approval of the Silvercreek Crossing First Addition, Phase II, Improvement Plans and Signing of the IEPA Permits.  
Motion passed unanimously with Aldermen Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter and Kyle Buettner voting 'yea'.
- F. Consideration and Action on Request for Waiver of Fees from Gibault High School for Building Permit & City Inspection fees in the total amount of \$1,428.50.  
Motion made by Alderman Heller and seconded by Alderman Row on Approval to the Request for Waiver of Fees from Gibault High School for Building Permit & City Inspection fees in the total amount of \$1,428.50.  
Motion passed unanimously with Aldermen Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner and Row voting 'yea'.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.  
**Alderman Hopkins** extended his congratulations to the Monroe County Fair and the Monroe County Fair Board on their fireworks display.  
  
**Mayor Smith** congratulated Matt and Kyle Buettner on the purchase of JV's Downtown Bar and Grill.
14. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner.  
Motion passed with an unanimous voice vote. Mayor Smith adjourned the meeting at 7:58 p.m.

**Mechelle Childers - City Clerk**

**CITY OF WATERLOO, ILLINOIS  
COLLECTION REPORT**

	2021-2022 ACTUAL AMOUNT	2022-2023 BUDGETED AMOUNT	% INCREASE/ DECREASE	2021 JULY	2022 JULY	% INCREASE/ DECREASE	2021-2022 FISCAL YTD	2022-2023 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	10,791,810.10	11,140,000.00	3.23%	907,434.79	878,874.83	-3.15%	2,438,771.97	2,386,870.68	-2.13%
ELEC TAX	265,459.06			22,415.81	21,656.99	-3.39%	58,721.49	58,464.23	-0.44%
ELECT MISC.	(139,623.00)	277,600.00	298.82%	24,135.00	94,461.00	291.39%	134,052.00	140,783.00	5.02%
SUBTOTAL	10,917,646.16	11,417,600.00	4.58%	953,985.60	994,992.82	4.30%	2,631,545.46	2,586,117.91	-1.73%
BEGINNING UNAPPLIED	628,035.52			58,751.14	58,126.48	-1.06%	159,438.62	151,215.67	-5.16%
UNAPPLIED CASH REC'D	139,254.05			7,552.90	9,179.78	21.54%	31,554.48	37,400.34	18.53%
UNAPPLIED DISBURSED	142,794.38			17,371.10	18,282.04	5.24%	31,245.56	33,459.81	7.09%
ENDING UNAPPLIED	624,495.19			48,932.94	49,024.22	0.19%	159,747.54	155,156.20	-2.87%
GAS SALES	2,961,308.88	3,019,000.00	1.95%	105,884.14	152,788.56	44.30%	498,874.76	684,734.27	37.26%
GAS TAX	72,244.47			2,728.58	2,266.06	-16.95%	14,167.37	15,327.03	8.19%
GAS MISC.	(18,274.00)	125,300.00	785.67%	8,833.00	31,944.00	261.64%	81,232.00	48,041.00	-40.86%
SUBTOTAL	3,015,279.35	3,144,300.00	4.28%	117,445.72	186,998.62	59.22%	594,274.13	748,102.30	25.89%
WATER SALES	2,430,107.64	2,489,000.00	2.42%	216,925.34	224,854.05	3.66%	609,755.49	635,846.55	4.28%
WATER MISC.	769,794.14	797,000.00	3.53%	11,392.00	7,496.00	-34.20%	21,798.00	21,837.00	0.18%
SUBTOTAL	3,199,901.78	3,286,000.00	2.69%	228,317.34	232,350.05	1.77%	631,553.49	657,683.55	4.14%
SEWER SALES	1,793,009.34	1,840,000.00	2.62%	159,577.96	164,712.03	3.22%	451,476.29	463,263.25	2.61%
SEWER MISC.	175,333.00	196,650.00	12.16%	37,085.00	8,783.00	-76.32%	69,726.00	41,466.00	-40.53%
SUBTOTAL	1,968,342.34	2,036,650.00	3.47%	196,662.96	173,495.03	-11.78%	521,202.29	504,729.25	-3.16%
CITY TAX	534,281.12	540,000.00	1.07%	38,073.13	40,141.14	5.43%	112,589.81	123,070.02	9.31%
MISC.	7,623.00	29,300.00	284.36%	2,630.00	10,055.00	282.32%	5,279.00	16,237.00	207.58%
SUBTOTAL	541,904.12	569,300.00	5.06%	40,703.13	50,196.14	23.32%	117,868.81	139,307.02	18.19%
REFUSE FEE	852,876.77	902,500.00	5.82%	71,516.10	70,463.39	-1.47%	213,951.46	221,015.30	3.30%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	35,727.00	36,000.00	0.76%	4,934.00	4,257.00	-13.72%	10,676.00	13,558.00	27.00%
PERMITS	123,744.00	115,000.00	-7.07%	15,673.00	1,923.00	-87.73%	32,757.00	17,209.00	-47.46%
INSPECTION FEES	10,950.00	15,000.00	36.99%	1,275.00	900.00	-29.41%	3,375.00	3,950.00	17.04%
FRANCHISE FEES	123,384.00	121,000.00	-1.93%	-	-		-	-	
LIQUOR LICENSE	23,660.00	22,000.00	-7.02%	19,210.00	17,210.00	-10.41%	21,420.00	19,704.00	-8.01%
INFRASTRUCTURE FEE	147,931.00	145,000.00	-1.98%	12,973.00	11,043.00	-14.88%	40,022.00	33,338.00	-16.70%
HOTEL/MOTEL TAX	15,136.00	15,000.00	-0.90%	1,392.00	1,675.00	20.33%	4,327.00	4,318.00	-0.21%
MISC.	214,944.00	152,280.00	-29.15%	29,959.00	23,840.00	-20.42%	50,865.00	60,906.00	19.74%
REPLACEMENT TAX	156,116.00	102,100.00	-34.60%	16,597.00	31,361.00	88.96%	39,374.00	74,920.00	90.28%
COUNTY TAX	294,526.00	320,450.00	8.80%	-	-		-	-	
SALES TAX	2,816,806.00	2,850,000.00	1.18%	242,568.00	248,024.00	2.25%	676,066.00	689,800.00	2.03%
BUSINESS DISTRICT TAX	107,333.00	107,000.00	-0.31%	9,705.00	9,696.00	-0.09%	25,976.00	24,972.00	-3.87%
CANNABIS USE TAX	17,143.00	21,500.00	25.42%	1,274.00	1,270.00	-0.31%	3,966.00	4,325.00	9.05%
VIDEO GAMING	237,574.00	236,000.00	-0.66%	22,837.00	20,358.00	-10.86%	68,293.00	62,614.00	-8.32%
INCOME TAX	1,994,274.00	1,870,000.00	-6.23%	176,870.00	203,483.00	15.05%	584,826.00	725,438.00	24.04%
SUBTOTAL	7,172,124.77	7,030,830.00	-1.97%	626,783.10	645,503.39	2.99%	1,775,894.46	1,956,067.30	10.15%
MOTOR FUEL TAX	697,820.00	599,000.00	-14.16%	36,500.00	37,893.00	3.82%	227,293.00	110,984.00	-51.17%
MISC	2,303.00	1,200.00	-47.89%	98.00	2,549.00	2501.02%	293.00	5,545.00	1792.49%
SUBTOTAL	700,123.00	600,200.00	-14.27%	36,598.00	40,442.00	10.50%	227,586.00	116,529.00	-48.80%
UTILITY DEPOSITS	99,775.00	-		11,125.00	8,800.00	-20.90%	27,250.00	26,350.00	-3.30%
TOTAL DEPOSITS	27,754,350.57	28,084,880.00	1.19%	2,219,173.75	2,341,957.83	5.53%	6,558,729.12	6,772,286.67	3.26%

August 15, 2022

To: Mayor Smith  
City Attorney  
City Aldermen

Re: Treasurer's Report

Attached, please find the July 31, 2022 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 8:00 AM – 5:00 PM. The phone number is 618-939-7194.

Sincerely,

*Brad A. Papenberg*

Brad A Papenberg  
City Treasurer

**TREASURER'S REPORT  
CITY OF WATERLOO**

For the month ending  
July 31, 2022

<b>CHECKING ACCOUNT</b>	<b>BEGINNING BALANCE</b>	<b>RECEIPTS</b>	<b>DISBURSEMENTS</b>	<b>ENDING BALANCE</b>
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	35,769.48	8,800.00	2,650.00	41,919.48
General Fund	(809,334.17)	215,260.27	979,119.23	(1,573,193.13)
Motor Fuel Tax	25,480.02	20.80	22,769.22	2,731.60
Water Fund	730,189.09	228,952.10	224,519.63	734,621.56
Sewer Fund	422,063.79	168,909.84	125,913.44	465,060.19
Gas Fund	508,352.71	159,660.56	296,720.85	371,292.42
Electric Fund	700,410.45	917,925.21	1,057,569.87	560,765.79
Capital Improvements	483,469.70	43,659.52	24.66	527,104.56
D.A.R.E.	1,745.48	-	-	1,745.48
Interest	4,242.40	1,697.51	-	5,939.91
Hotel/Motel Tax	149,484.99	1,674.50	2,955.00	148,204.49
<b>TOTALS:</b>	<b>\$2,252,371.92</b>	<b>\$1,746,560.31</b>	<b>\$2,712,241.90</b>	<b>\$1,286,690.33</b>

<b>INVESTED FUNDS</b>				
Capital Improvements	\$ 977,281.58	7,662.08	-	984,943.66
Electric	11,301,077.47	88,602.71	-	11,389,680.18
E-Pay Utility Bills	46,257.58	119,365.12	125,296.62	40,326.08
Farm Account Income	216,892.47	1.84	-	216,894.31
Gas	4,017,892.22	31,501.07	-	4,049,393.29
General Fund	8,846,245.35	534,526.21	-	9,380,771.56
Motor Fuel	1,827,919.24	40,421.47	-	1,868,340.71
Pension Reserve	1,704,081.91	217.10	-	1,704,299.01
Sewer	1,045,159.60	8,194.26	-	1,053,353.86
Utility Deposits	314,430.03	2,465.19	-	316,895.22
Water	888,686.83	6,967.48	-	895,654.31

<b>Total Invested Funds:</b>	<b>\$31,185,924.28</b>	<b>\$839,924.53</b>	<b>\$125,296.62</b>	<b>\$31,900,552.19</b>
<b>Total All City Funds:</b>	<b>\$33,438,296.20</b>	<b>\$2,586,484.84</b>	<b>\$2,837,538.52</b>	<b>\$33,187,242.52</b>

<b>Pension Obligations</b>	<b>As of Date</b>	<b>Amount</b>
Unfunded Actuarial Accrued Liability - IMRF	12/31/2020	-\$986,197.00
Unfunded Actuarial Accrued Liability - Police	4/30/2021	\$3,874,199.00
<b>Total Unfunded Liability</b>		<b>\$2,888,002.00</b>

Respectfully Submitted,

*Brad A. Papenberg*

Brad A. Papenberg  
City Treasurer

[illegible]

2022 TOTAL	116
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# Building Inspector/Code Administrator Monthly Report 7/31/2022

	January	February	March	April	May	June	July	August	September	October	November	December	Total
<b>New Construction Inspections:</b>													
2022	12	25	33	21	49	31	30						201
2021	37	23	36	27	31	37	40	39	30	37	33	24	370
<b>New Construction Re-Inspections</b>													
2022	4	5	8	6	9	5	7						44
<b>Rental Inspections:</b>													
2022	11	10	8	10	10	25	15						89
2021	13	15	14	19	18	17	16	18	13	11	12	9	175
2020	21	22	20	16	23	12	14	24	13	15	9	17	206
2019	19	17	26	20	13	15	25	26	17	19	16	21	234
2018	17	12	16	15	10	26	14	31	19	21	23	10	214
2017	12	15	19	11	8	23	19	16	28	26	25	20	222
<b>Rental Re-Inspections:</b>													
2022	5	4	2	3	4	7	4						29
<b>Dumpster/POD Permits Issued:</b>													
2022	6	5	20	17	9	15	20						92
2021	11	10	12	10	18	8	12	10	16	14	6	11	138
<b>Motor Vehicle Violation Notices:</b>													
2022	0	3	4	4	2	1	3						17
2021	1	1	2	2	1	3	1	0	2	1	3	0	17
<b>Property Violation Notices:</b>													
2022	1	0	5	14	7	4	5						36
2021	3	5	4	3	6	6	4	3	10	3	6	6	59
<b>Ordinance Violation Tickets Issued:</b>													
2022	0	0	0	3	1	4	0						8


**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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Presentation of Awards to City of Waterloo Mural Contest Winners.
3. Relief or action to be requested:  
Presentation of Commendations.
4. Submittal date: July 8, 2022  
  
Submitted by:  
Sarah Deutch

**DISPOSITION**

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

  
\_\_\_\_\_  
Mayor

**AGENDA REQUEST**

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

1. Request is made for placement on the agenda for meeting to be held on:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Check Presentation to Western Egyptian Meals on Wheels Program from  
The Sophia & Elmer Oerter Charitable Foundation.  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 8/11/2022  
  
Submitted by:  
Tom Smith, Mayor  
\_\_\_\_\_  
\_\_\_\_\_

**DISPOSITION**

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

  
\_\_\_\_\_  
Mayor

AGENDA REQUEST

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

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

August 15, 2022

(Date)

2. Description of matter to be placed on agenda:

Waterloo Beautification Grant Check Presentation to Bill & Angie Wirth,  
Wirth Insurance Agency, for property located at 119 E. Mill Street.

3. Relief or action to be requested:

Check Presentation.

4. Submittal date: 08-10-22

Submitted by:


Alderman Hopkins, Waterloo Beautification Cmte Chairman

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

<b>Wirth Agency Insurance - 119 East Mill Street</b>		
<b>FIRST RECEIPT SUBMITTAL</b>		
<b>Vendor</b>	<b>Description of Work</b>	<b>Amount</b>
<b>Wilke Window and Door</b>	<b>New windows and doors</b>	<b>\$18,830.57</b>
<b>Metro Lighting</b>	<b>New light fixtures</b>	<b>\$1,059.39</b>
<b>Safeguard Electric</b>	<b>Labor and material to install light fixtures</b>	<b>\$1,350.00</b>
	<b>TOTAL</b>	<b>\$21,239.96</b>
<b>Total Reciepts</b>		
<b>Tier 1 Reimbursement</b>	<b>50% Reimbursement</b>	<b>\$5,000.00</b>
<b>Tier 2 Reimbursement</b>	<b>25% Reimbursement</b>	<b>\$2,809.99</b>
	<b>Total Reimbursement</b>	<b>\$7,809.99</b>



**CITY OFFICES**  
100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600

Thomas G. Smith, 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.

<b>Applicant Name:</b>	Bill and Angie Wirth	<b>Mobile:</b>	
	<small>Name</small>		<small>Telephone #</small>
<b>Applicant Address:</b>			
	<small>No.</small>	<small>Street</small>	<small>City State Zip Code</small>
<b>Name of Business:</b>	Wirth Agency Insurance		
<b>Business Description:</b>	Insurance Agency	<b>Office:</b>	(618) 939-6368
			<small>Business Phone #</small>
<b>Business Address:</b>	119 East Mill Street, Waterloo, IL 62298		

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



<b>Wirth Agency Insurance - 119 East Mill Street</b>		
<b>FIRST RECEIPT SUBMITTAL</b>		
<b>Vendor</b>	<b>Description of Work</b>	<b>Amount</b>
<b>Wilke Window and Door</b>	<b>New windows and doors</b>	<b>\$18,830.57</b>
<b>Metro Lighting</b>	<b>New light fixtures</b>	<b>\$1,059.39</b>
<b>Safeguard Electric</b>	<b>Labor and material to install light fixtures</b>	<b>\$1,350.00</b>
	<b>TOTAL</b>	<b>\$21,239.96</b>
<b>Total Reciepts</b>		
<b>Tier 1 Reimbursement</b>	<b>50% Reimbursement</b>	<b>\$5,000.00</b>
<b>Tier 2 Reimbursement</b>	<b>25% Reimbursement</b>	<b>\$2,809.99</b>
	<b>Total Reimbursement</b>	<b>\$7,809.99</b>

## Nathan Krebel

---

**From:** Bill Wirth <billw@wirthagency.com>  
**Sent:** Monday, July 25, 2022 10:31 AM  
**To:** Nathan Krebel  
**Cc:** Michelle Duncan  
**Subject:** FW: Updated Beautification App  
**Attachments:** Waterloo Beautification App Updated 01-18-22.pdf; Safeguard Electric\_Final Cost 1350.00.pdf; Metro Lighting\_Final Cost 1059.39.pdf; Wilke Delivery Ticket 2022 \_Windows and Doors\_Final Cost 18830.57.pdf

Good morning Nathan,  
Our façade beautification is complete. Attached please copies of all final costs. The final cost from Wilke came in \$74.75 less than originally quoted. Lighting and electrical costs were the same as original.  
In summary:

Windows/Doors total: 18,830.57  
Lights: 1,059.39  
Electric: 1,350.00  
Total Project Cost: 21,239.96

50/50 (1<sup>st</sup> 10,000)  
Wirth: 5,000  
City: 5,000

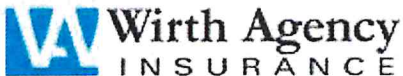
Remaining: 11,239.96  
75/25  
Wirth: 8,429.97  
City: 2,809.99

Totals  
Wirth: 13,429.97  
City: 7,809.99

Please let me know if you have any questions or need any further info.

Thank you.

Bill Wirth



(618) 939-6368  
119 East Mill Street  
Waterloo, Illinois 62298  
wirthagency.com  
[billw@wirthagency.com](mailto:billw@wirthagency.com)

## Nathan Krebel

---

**From:** Bill Wirth <billw@wirthagency.com>  
**Sent:** Tuesday, January 18, 2022 11:39 AM  
**To:** Nathan Krebel  
**Subject:** Updated Beautification App  
**Attachments:** Waterloo Beautification App Updated 01-18-22.pdf

Good morning Nathan,

Attached please find our Waterloo Beautification Program App for our building at 119 East Mill Street. Please review and let me know if you have questions or need any additional information. In summary, we are replacing windows/doors and adding/replacing lighting to the front of the building. The windows/doors/lighting/electrical estimates are attached. I have subtracted the sales tax from each as we've been approved for the enterprise zone tax exemption.

Assuming our math is accurate, our total requested is \$7,828.68 based upon the following:

Windows/Doors total: 18,905.32  
Lights: 1,059.39  
Electric: 1,350.00  
Total Project Cost: \$21,314.71

50/50 (1<sup>st</sup> 10,000)  
Wirth: 5,000  
City: 5,000

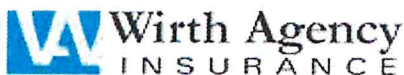
Remaining: 11,314.71  
75/25  
Wirth: 8,486.03  
City: \$2,828.68

Totals  
Wirth: 13,486.03  
City: 7,828.68

Thank you for help. Please let me know if you have any questions.

Have a great day!

Bill Wirth



(618) 939-6368  
119 East Mill Street  
Waterloo, Illinois 62298  
wirthagency.com  
[billw@wirthagency.com](mailto:billw@wirthagency.com)



Also D/B/A

LIFESTYLE

NORM'S



WWD0000507159-001

WILKE WINDOW & DOOR  
3500 LEBANON AVE  
SHILOH, IL 62221 USA  
(618)-624-5400

## COD DELIVERY TICKET

Account: WIRT008 0001  
Branch: 01WWD  
Phone: (314)-616-1781  
Fax: ( ) - -

SHIP TO: WIRTH AGENCY  
119 E MILL ST  
WATERLOO, IL 62298

BILL TO: WIRTH AGENCY  
119 E MILL ST  
WATERLOO, IL 62298

Page 9 of 9

PO:		REF: PICKED 5/24 SP		JOB: JASON	
ORDER DATE: 01/03/22	SALES T DEGENER	TYPE: INSTALL	SHIP VIA:	FRT TERM:	
ORDER TIME: 08:23:16	AGENTS	CREATED BY: shannonp.wwd	ROUTE:	PAY TERM: COD	
EXP DELV DATE: 05/24/22		ORDERED BY:		AUTH CHG:	
ORDERED	SHIPPED	UNIT	ITEM/DESCRIPTION	PRICE/UOM	AMOUNT
			SUBTOTAL		12,940.57
			Labor Install Remodel Construction		5,890.00
			TOTAL		18,830.57
			Payment Tendered 01/03/22 Check 3443 (18,905.32)	Final	18,830.57
			Balance Due		0.00

**COD INSTRUCTIONS**  
TOTAL: 0.00  
COLLECT: 0.00

DATE DELV: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ LOADED BY: \_\_\_\_\_ TRUCK NO: \_\_\_\_\_ WT: 104.50

REC'D BY: \_\_\_\_\_ DRIVER: \_\_\_\_\_ LOAD: 104.50

PRINTED: 06/22/22 08:24:14

CUSTOMER COPY

# Metro Lighting

METRO LIGHTING - PROMENADE

929 HANLEY INDUSTRIAL CT

BRENTWOOD MO, 63144

(314)963-8330

Quote #: M12561

Account #: 163

By: TAYLOR LUBKER

Date: 11/16/21

Customer: PROMENADE SHOWROOM  
929 HANLEY INDUSTRIAL CT  
BRENTWOOD, MO. 63144

Job: BILL WIRTH WIRTH AGENCY  
618-939-6368

LN	QTY	TYPE/ROOM	ITEM	PRICE	TOTAL
0	3	OUTDOOR GOOSENECK	HIH-QSN16110-SA-91/QSNB-42-91/QSNSK	\$ 143.73	\$ 431.19
1	2	OUTDOOR WALL LIGHTS	HINKLEY 2934DZ	\$ 314.10	\$ 628.20
				SubTotal:	\$ 1059.39
				Tax:	\$ 113.76
				Freight:	\$ .00
				Total:	\$ 1173.15
				Balance Due:	\$ 1173.15

**RETURN POLICY**  
IN STORE PURCHASES OF LIGHTING FIXTURES, CEILING FANS AND ELECTRIC SUPPLIES HAVE A 30 DAY RETURN POLICY. ALL ACCESSORIES, MIRRORS, FURNITURE, PORTABLE PLUG-IN LAMPS AND LAMP SHADES (WITH CELLOPHANE WRAP INTACT) HAVE A 48 HOUR RETURN POLICY. THESE WILL RECEIVE A FULL REFUND.

\*VENDOR DIRECT PRODUCTS SHIPPED DIRECTLY FROM THE FACTORY TO YOUR HOME AND SPECIAL ORDER ITEMS WILL HAVE A 30 DAY RETURN POLICY. THESE WILL RECEIVE IN-STORE CREDIT OR, IF PREFERRED, A REFUND BY CREDIT CARD OR CHECK AND A 20% SHIPPING FEE WILL APPLY (SIMILAR TO ONLINE PURCHASES).

ITEMS CANNOT BE INSTALLED OR MODIFIED AND MUST BE IN THE ORIGINAL CARTON. ALL WIRE, ROPE LIGHT, LED TAPE, DISCOUNTED DISPLAYS, CUSTOM ORDERS OR ITEMS WE CUT TO SELL ARE NON-RETURNABLE.

This quotation expires in 30 days with the exception of conduit and wire quotes which expire at the end of each working day at 5 PM.

Metro Electric/Metro Lighting is not responsible for material ordered in error.

It is the responsibility of the company issuing the order to Metro Electric/Lighting to get proper approval and signatures from any or all of the following: the manufacturer, the manufacturer's representative, the electrical contractor, the general contractor, the engineer, the architect, the owner, the end user, and/or other involved parties prior to placing an order acknowledging that quoted items are specified correctly. Special orders are not returnable. A deposit may be required on special orders. Additional freight charges not covered by the manufacturer are the responsibility of the purchasing company.

Signature of responsible party acknowledging the above: \_\_\_\_\_

Date: \_\_\_\_\_

**METRO**  
LIGHTING929 Hanley Ind. Ct.  
Brentwood, MO 63144314-963-8330  
Fax: 314-963-1433[www.metrolightingcenters.com](http://www.metrolightingcenters.com)[juliemcfarland@metroelectricsupply.com](mailto:juliemcfarland@metroelectricsupply.com)

## One Light Outdoor Gooseneck Light

**\$143.73**

Item ID: 602408

MFG #: H-QSN16110-SA-91/QSNB-42-91/QSNSK-91

Manufacturer: Hi Lite

Finish: Black

Collection: Deep Bowl Shade

Width: 10.00"

Height: 10.25"



Gooseneck model # H-QSN16110-SA is part of our Deep Bowl Shade series, which features traditional light shade designs. It measures 10 1/4 inches high by 10 inches wide. Available finishes include Black (91), White (93), Galvanized (96), and Oil Rubbed Bronze (145). A selection of gooseneck arm styles is available. Shade can be accessorized with an adjustable swivel knuckle and/or wire guard. Canopy, gooseneck, and shade can be coated in any of the available finishes.

**Bulbs**

Voltage: 120 V

Qty.	Type	Base	Watt	Incl.	Source	LM.	CCT	CRI	Avg.Life	Dim	Beam
1	E26	Medium	200.00 W	-	Incandescent	-	-	-	-	Yes	-

**Details**

Safety Listing: UL

Safety Rating: Wet

Canopy: 4.75"

Extension: 21.00"

**Collection**One Light Pendant  
H-QSN16110-C-145One Light Pendant  
H-QSN16110-C-One Light Pendant  
H-QSN16110-C-91One Light Pendant  
H-QSN16110-C-One Light Pendant  
H-QSN16110-C-93

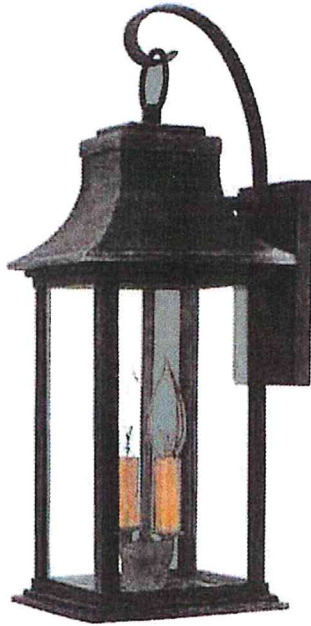
**METRO**  
LIGHTING929 Hanley Ind. Ct.  
Brentwood, MO  
63144[www.metrolightingcenters.com](http://www.metrolightingcenters.com)

314-963-8330

Fax: 314-963-1433

[juliemcfarland@metroelectricsupply.com](mailto:juliemcfarland@metroelectricsupply.com)

Two Light Wall Mount

**\$349.00**

Item ID: **591331**  
 MFG #: **2934DZ**  
 Manufacturer: **Hinkley**  
 Finish: **Aged Zinc**  
 Collection: **Adair**  
 Width: **7.25"**  
 Height: **20.00"**  
 Length: **8.50"**

Inspired by the early American coach lights popular throughout New England, Adair features a clean and stately form composed of hardy aluminum. An Aged Zinc finish accented by either Heritage Brass or Antique Nickel candle sleeves is complemented with robust construction details.

**Bulbs**

Voltage: 120 V

Qty.	Type	Base	Watt	Incl.	Source	LM.	CCT	CRI	Avg.Life	Dim	Beam
2	Candelabra	Candelabra	60.00 W	-	-	-	-	-	-	-	-

**Details**Safety Listing: **C-US**Safety Rating: **Wet**Glass: **Clear**Canopy: **4.5"x7"**Top to outlet: **9.25"**Extension: **8.50"**Weight: **6.20 lb**UPC: **640665293401****Collection**

# METRO

## ELECTRIC-LIGHTING

METRO LIGHTING - PROMENADE  
929 HANLEY INDUSTRIAL CT  
BRENTWOOD MO 63144  
FOR INQUIRIES CALL: (314)963-8330

### DUPLICATE SHIPPER

*****			
CUSTOMER #	163		
TICKET #	M12561-00 5		
DATE	12/22/21	VER:	2 PAGE 1

SOLD TO:  
BILL WIRTH WIRTH AGENCY  
618-939-6368

SHIP TO:  
BILL WIRTH WIRTH AGENCY  
618-939-6368

Customer P.O.#	AM	PM	Salesperson	Entered By
	WILL CALL		1/651	TL 14:01

Line No	QTY Ordered	QTY Shipped	B O	Description	Price	U/M	Extended
0	3	3		HIH-QSN16110-SA-91/QSNB-42-91/QSNSK OUTDOOR GOOSENECK *SPECIAL ORDER ITEM!		E	
2	2	2		HINKLEY 2934DZ OUTDOOR WALL LIGHTS		E	

#### RETURN POLICY

IN STORE PURCHASES OF LIGHTING FIXTURES, CEILING FANS AND ELECTRIC SUPPLIES HAVE A 30 DAY RETURN POLICY. ALL ACCESSORIES, MIRRORS, FURNITURE, PORTABLE PLUG-IN LAMPS AND LAMP SHADES (WITH CELLOPHANE WRAP INTACT) HAVE A 48 HOUR RETURN POLICY. THESE WILL RECEIVE A FULL REFUND.

\*VENDOR DIRECT PRODUCTS SHIPPED DIRECTLY FROM THE FACTORY TO YOUR HOME AND SPECIAL ORDER ITEMS WILL HAVE A 30 DAY RETURN POLICY. THESE WILL RECEIVE IN-STORE CREDIT OR, IF PREFERRED, A REFUND BY CREDIT CARD OR CHECK AND A 20% SHIPPING FEE WILL APPLY (SIMILAR TO ONLINE PURCHASES).

ITEMS CANNOT BE INSTALLED OR MODIFIED AND MUST BE IN THE ORIGINAL CARTON. ALL WIRE, ROPE LIGHT, LED TAPE, DISCOUNTED DISPLAYS, CUSTOM ORDERS OR ITEMS WE CUT TO SELL ARE NON-RETURNABLE.

SIGNATURE X \_\_\_\_\_

PRINT NAME X \_\_\_\_\_

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR OR MATERIAL TWICE.

YOUR ORDER WAS PROCESSED WITH PRIDE BY TAYLOR LUBKER

**Safeguard Electric, Inc.**

4131 FF Road  
Columbia, IL 62236  
314.650.9472  
safeguardelectric@gmail.com

**INVOICE**

BILL TO  
Bill Wirth

INVOICE 1521  
DATE 12/30/2021  
TERMS Net 30  
DUE DATE 01/29/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
12/30/2021	Electrical	119 E Mill Installed 3 new lights for sign Replaced existing lights in front			
	Sales	Labor and Material		1,350.00	1,350.00

BALANCE DUE

**\$1,350.00**

paid 12-30 with check #3449

**Bill Wirth**

---

**From:** Safeguard Electric, Inc. <quickbooks@notification.intuit.com>  
**Sent:** Thursday, December 30, 2021 9:29 AM  
**To:** Bill Wirth  
**Subject:** Invoice 1521 from Safeguard Electric, Inc.

---

INVOICE 1521 DETAILS

---

Safeguard Electric, Inc.

**DUE 01/29/2022**

**\$1,350.00**



Powered by QuickBooks

Dear Bill Wirth,

Here's your invoice! We appreciate your prompt payment.

Have a great day,  
Safeguard Electric, Inc.

**Bill to**

Bill Wirth

**Terms**

Net 30

12/30/2021

**Electrical**

119 E Mill

Installed 3 new lights for sign  
Replaced existing lights in front

**Sales**

\$1,350.00

Labor and Material

\$1,350.00

Balance due \$1,350.00



Safeguard Electric, Inc.

4131 FF Road Columbia, IL 62236

314.650.9472

safeguardelectric@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.

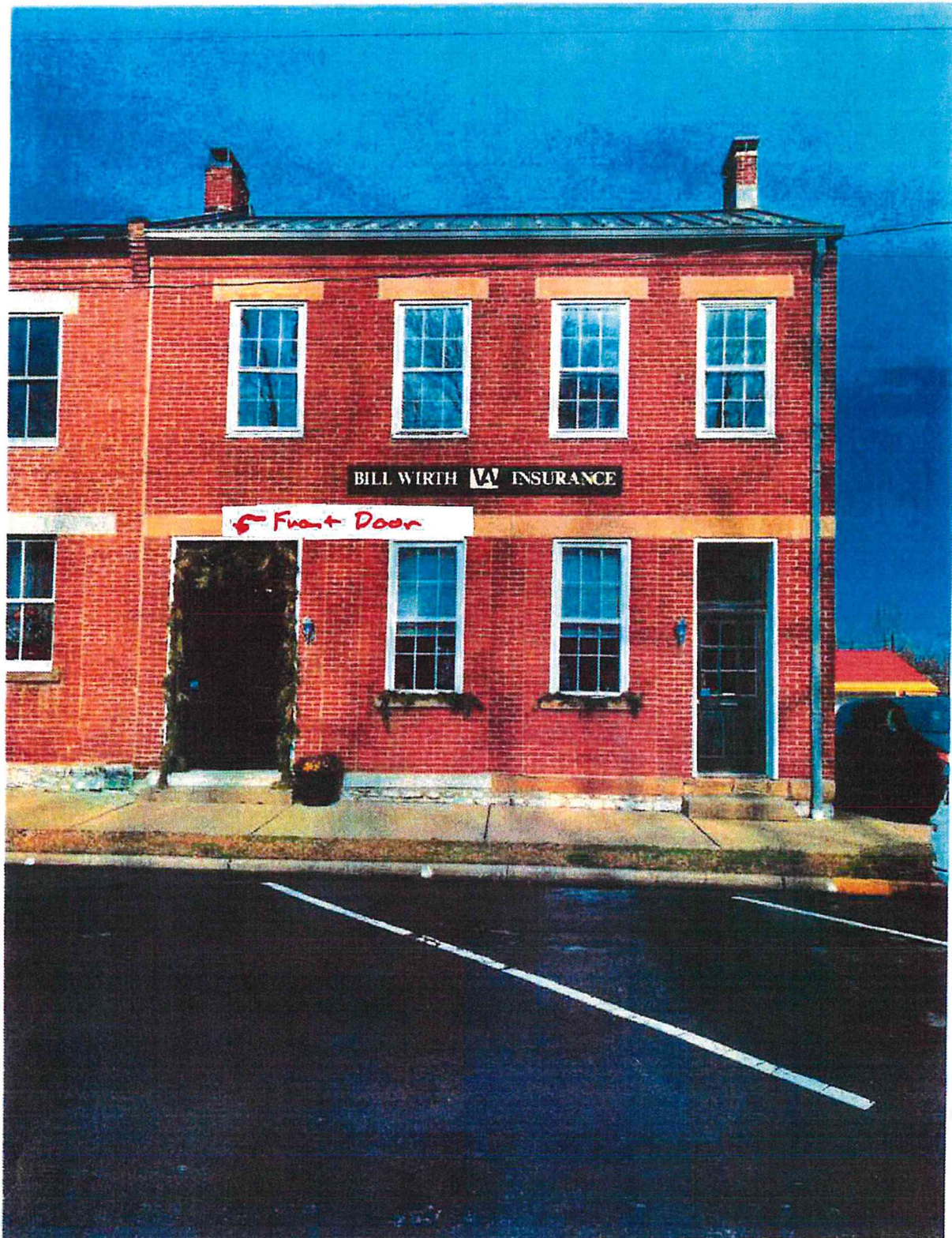


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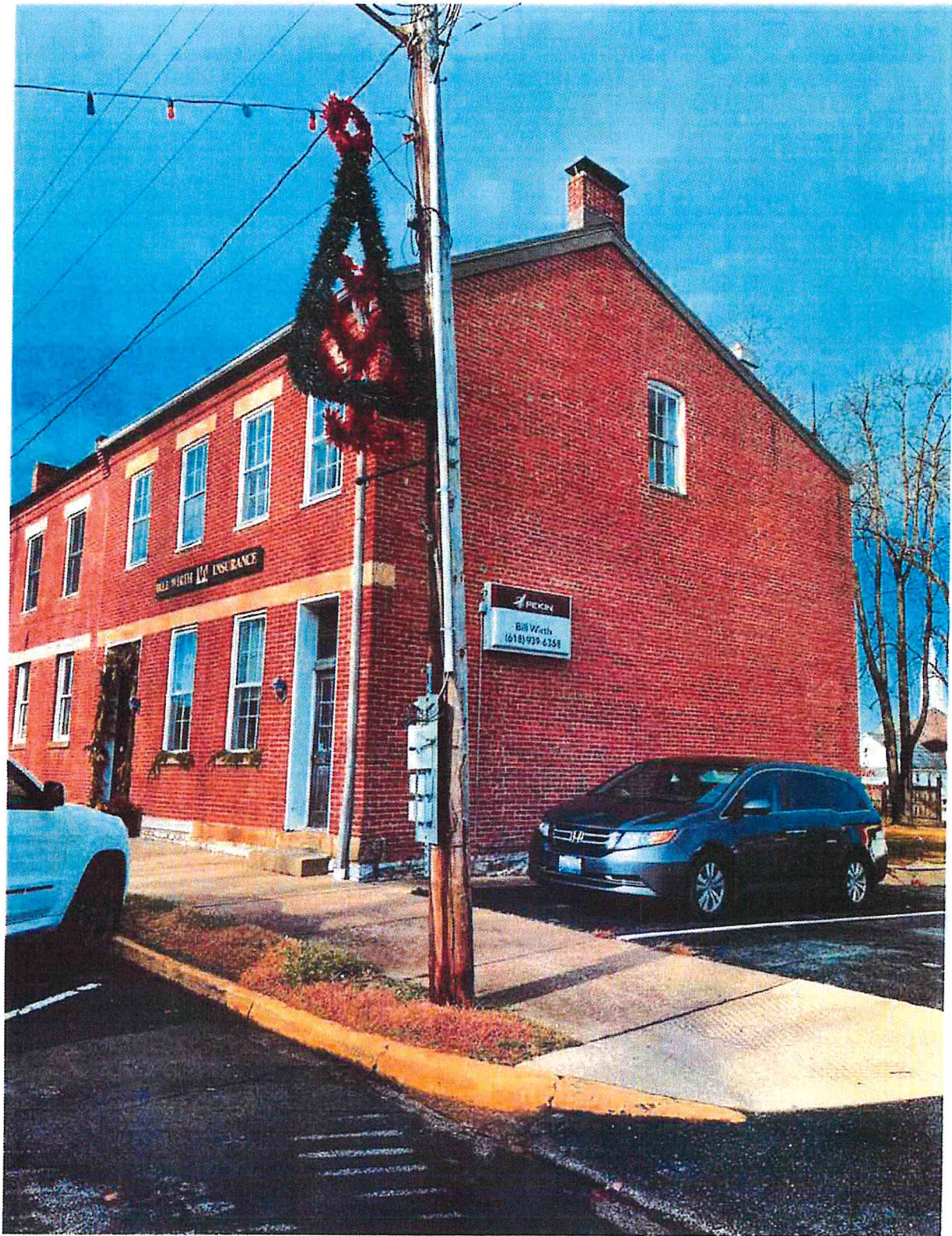
[Privacy](#) | [Security](#) | [Terms of Service](#)

12-27-2021 119 E. Mill

- Replace All windows
- Replace Entrance Door & Transom on R. Side

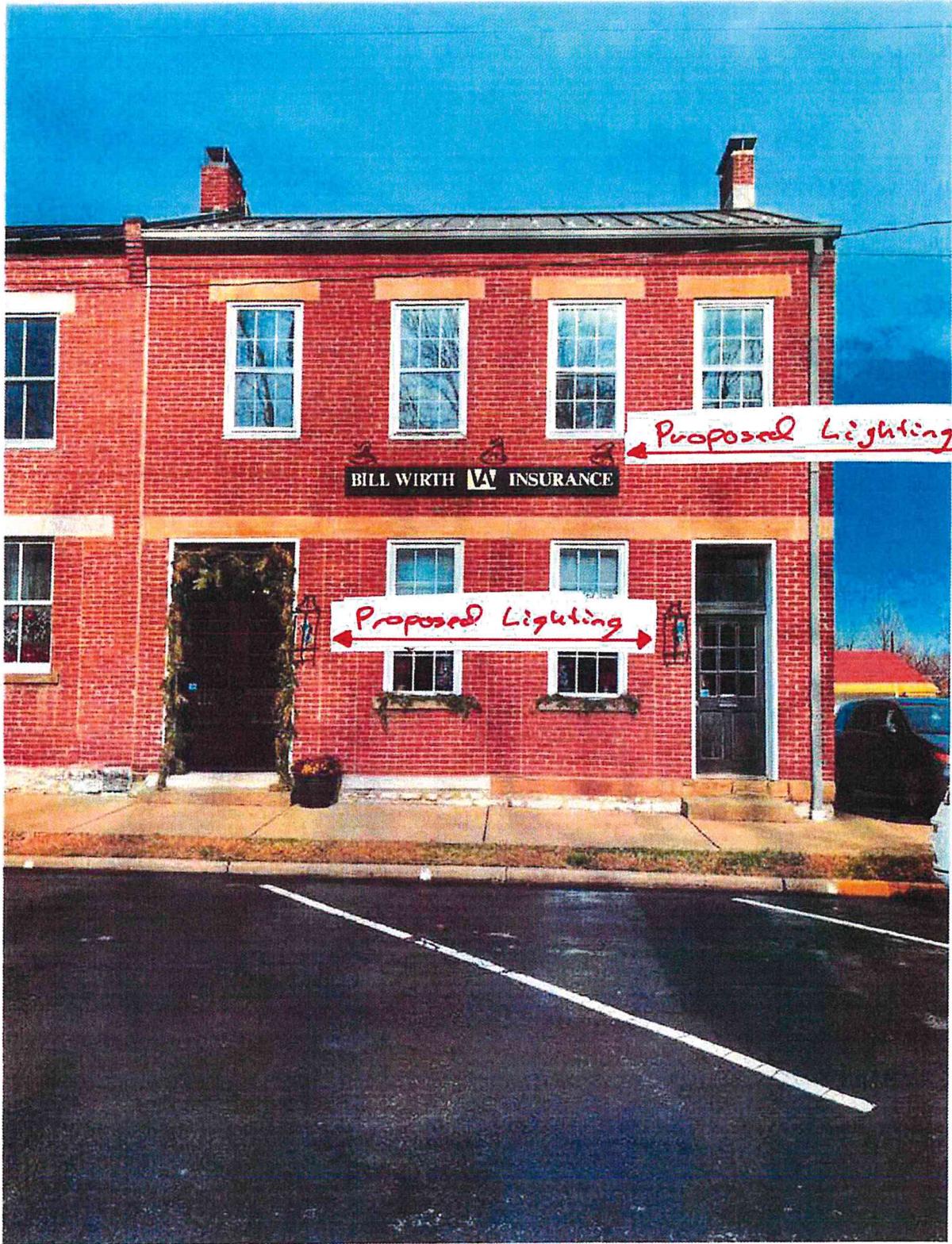


- Replace Window on E. Side



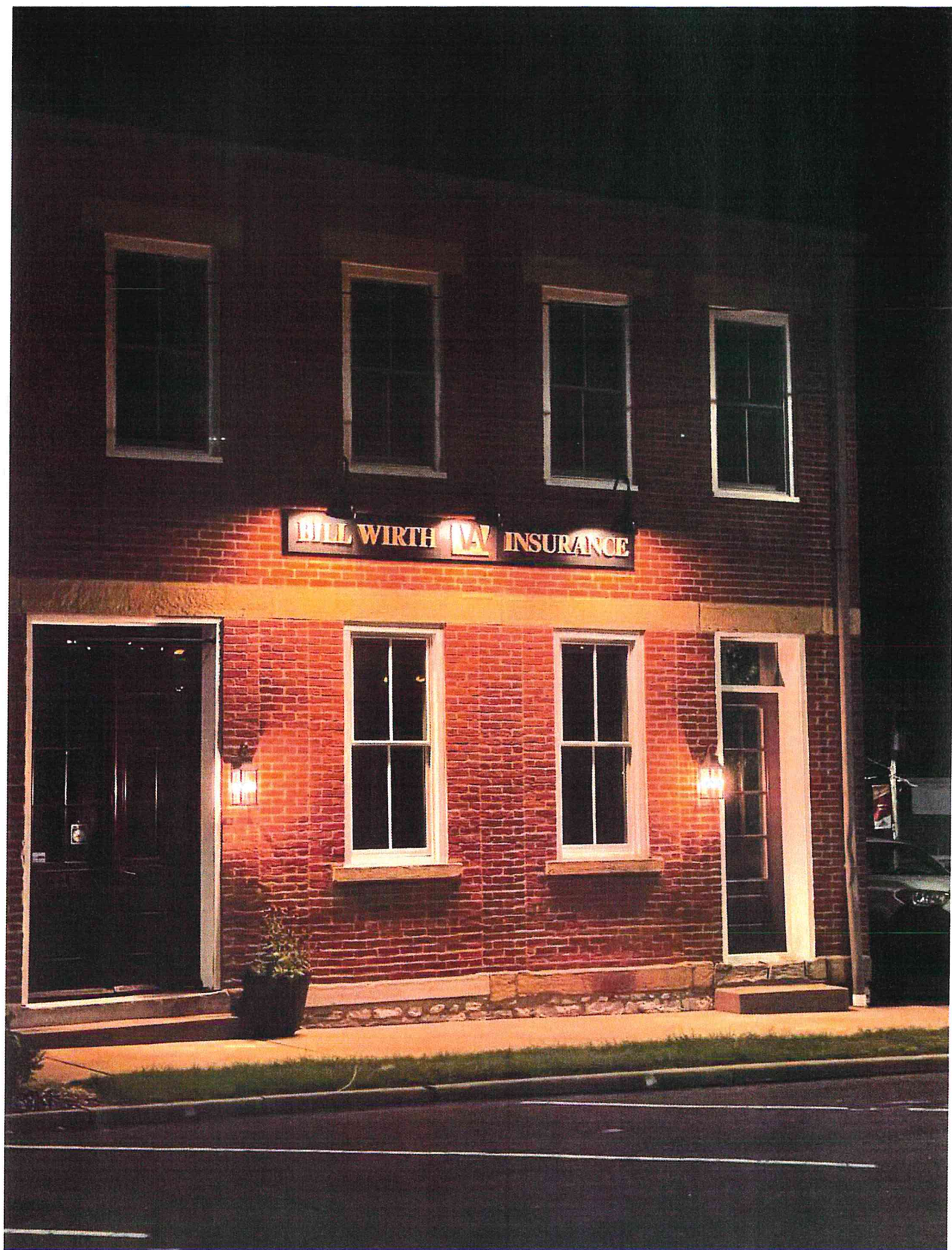
- Replace All Windows
- Replace 1st Level Entry Door & Install storm door
- Install Storm Door on 2nd Level





7-25-2022





7-25-2022



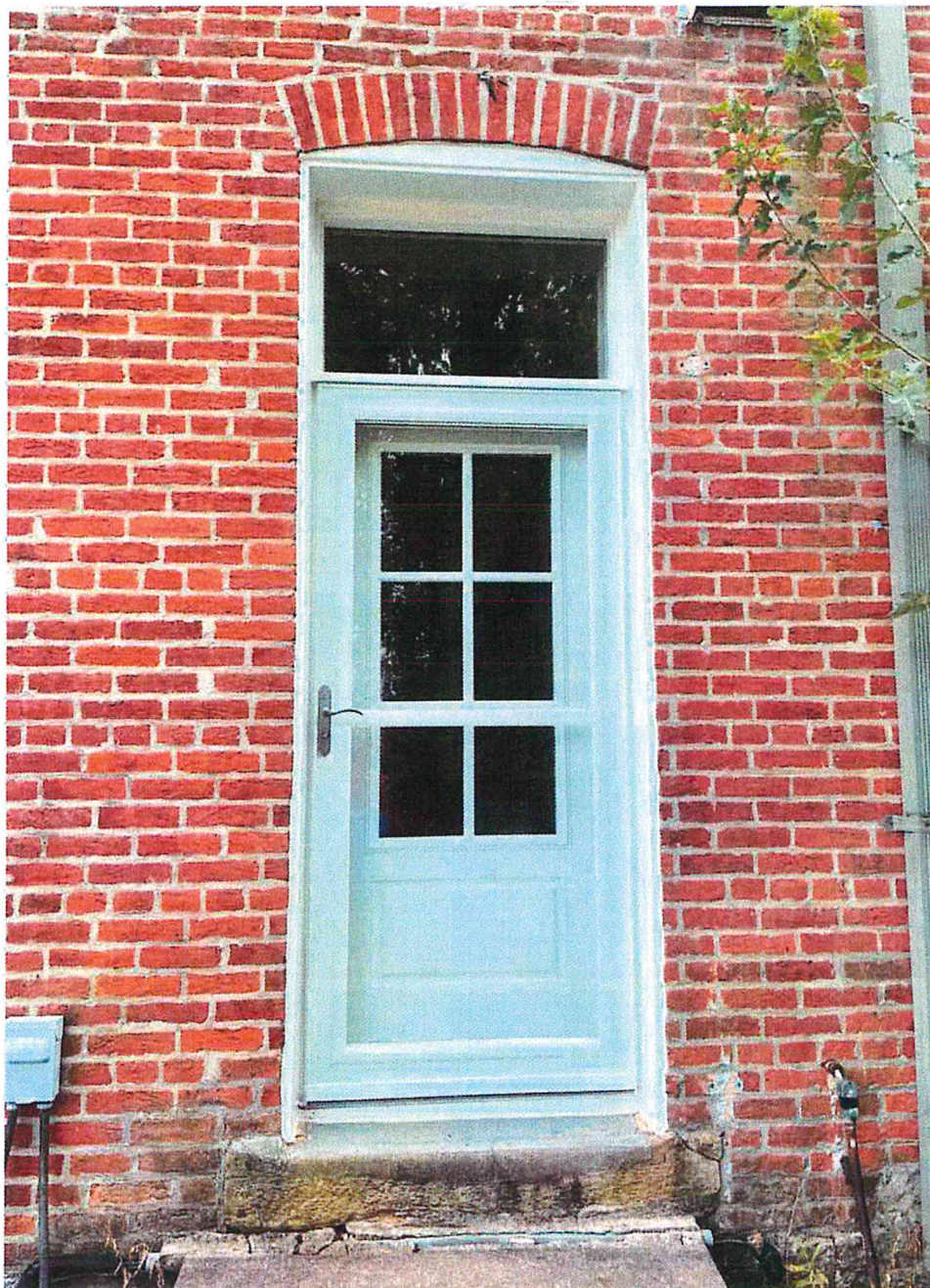
7-25-2022



7-25-2022



7-25-2022



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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Resolution No. 22-09 Approving the Revised 2022  
Self-Generation Net Metering Policy and Interconnection Policy.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 08-02-22  
  
Submitted by: \_\_\_\_\_  
Alderman Row, Electric Committee Chairman  
Tim Birk, Director of Public Works  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor

## **RESOLUTION NO. 22-09**

### **A RESOLUTION AUTHORIZING THE REVISED 2022 CUSTOMER SELF-GENERATION NET METERING POLICY AND THE REVISED 2022 SELF-GENERATION INTERCONNECTION POLICY.**

**WHEREAS**, the City of Waterloo, Illinois operates its own electric generation and distribution system for the benefit of its citizens; and

**WHEREAS**, the City of Waterloo, Illinois has a policy to allow, under certain circumstances, customers of the City of Waterloo electric system to own and operate eligible renewable forms of generation and to have the output of that generation used to offset that customer's electric energy; that policy being known as the Net Metering Policy as first adopted on September 21, 2015; revised on February 21, 2017; and revised on March 07, 2022 by the City Council of the City of Waterloo, Illinois; and

**WHEREAS**, the City of Waterloo, Illinois allows for on-site generating facility connection to the City of Waterloo's electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto the City of Waterloo's electric distribution system; and

**WHEREAS**, the City of Waterloo, Illinois has an Interconnection Policy that shall make available, upon request, interconnection services to any customer that meets the required guidelines as set forth in said Interconnection Policy.

**WHEREAS**, due to changes in technology, the City of Waterloo, Illinois has Re-Revised the Net Metering Policy and the Interconnection Policy for 2022.

### **NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, ILLINOIS:**

**Section 1.** The City of Waterloo, Illinois adopts the REVISED 2022 Customer Self-Generation Net Metering Policy and the REVISED 2022 Customer Self-Generation Interconnection Policy attached hereto and incorporated herein.

**Section 2.** This Resolution shall become effective immediately upon its passage and recording with the City of Waterloo, Illinois Office of the City Clerk.

# Net Metering Policy Interconnection Policy

Passed Council August 15, 2022

# Customer Self-Generation Interconnection Policy

## 2022

Section 1: City of Waterloo shall make available, upon request, interconnection services to any customer that meets the required guidelines. Interconnection services in this policy refers to on-site generating facilities (as defined in the Customer Self-Generation Net Metering Policy) connected to City of Waterloo electric distribution system in a manner that will allow excess electricity generated by the eligible on-site generating facility to be safely delivered onto City of Waterloo electric distribution system.

Section 2: Guidelines for interconnecting to the utility system are as follows;

- a. Only generating facilities that have been approved by the Superintendent of Electric shall be interconnected with City of Waterloo electric distribution system.
- b. All interconnections shall comply with codes established by National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), and Underwriters Laboratories (UL) as they may be amended from time to time.
- c. Construction and development of generating facilities is required to follow all applicable building codes, permitting processes, and zoning rules.
- d. City of Waterloo is under no obligation to purchase energy supplied to the City of Waterloo under this standard. This does not preclude the customer meeting applicable standards that would allow the customer to supply power onto the City of Waterloo's system and receive credit for such energy under the City of Waterloo Customer Self-Generation Net Metering Policy or the Public Utility Regulatory Policies Act (PURPA).
- e. The City of Waterloo may require periodic testing of systems. All test reports shall be submitted to the City of Waterloo Engineering Department after completion of the testing.
- f. City of Waterloo may charge reasonable fees associated with the implementation and application of this policy.

Section 3: The terms and conditions for any and all such interconnections are set forth in the attached model Interconnection Agreement, which may be reasonably adapted by City of Waterloo staff from time to time in implementing this policy and the Customer Self-Generation Net Metering Policy.

Section 4: City of Waterloo staff shall develop such documents as needed to implement this policy from time to time.

## **Customer-Owned Generating FACILITIES INTERCONNECTION AGREEMENT**

This Agreement, ("**Agreement**") is entered into by and between the City of Waterloo, and \_\_\_\_\_ ("**Customer**"). Customer and Utility are referenced in this Agreement collectively as "**Parties**" and individually as "**Party**."

### **Recitals**

WHEREAS, Utility is a municipality-owned electric utility engaged in the retail sale of electricity in the state of Illinois.

WHEREAS, interconnection Customer is proposing to install, own, and operate an electric generating facility, or is proposing a generating capacity addition to an existing generating facility that qualifies under the Utility's Customer Self-Generation Interconnection Policy adopted March 7, 2022 consistent with the interconnection [Request Application Form] completed by interconnection Customer on \_\_\_\_\_,

### **Agreement**

NOW, THEREFORE, in consideration of the covenants and promises herein, the Parties mutually agree as follows:

#### **Article I**

#### **Scope and Limitation of Agreement**

- 1.1 **Scope of Agreement.** This Agreement governs the terms and conditions under which the Customer's generating facility will interconnect with, and operate in parallel with, the distribution system. Terms used in this Agreement and not otherwise defined shall have the respective meaning given to them in the Utility's Customer Self-Generation Interconnection Policy.
- 1.2 **Eligibility.** Interconnection to the electric system shall be granted only to new or existing Customers in good standing under the Utility's terms, conditions, rules, regulations and provisions for electric service. The Interconnection Agreement shall be between the Customer who owns a generating facility and the City of Waterloo.
- 1.3 **Request.** A Customer desiring to interconnect a qualifying generating facility must complete and return to the Utility an *Interconnection* Request Application Form with payment of the applicable processing fee. The processing fee for systems sized 25 kW<sub>AC</sub> and under is \$ 200.00. The processing fee for systems sized greater than 25 kW<sub>AC</sub> is \$ 350.00. The Utility may require additional details or clarifications as needed to properly evaluate the application.
- 1.4 **System Effects.** The Utility will analyze the overall impact of the proposed generating facility on the distribution system. Such analyses will be based on Good Utility Practice to determine thermal effects, voltage fluctuations, power quality, system stability, and other parameters.

- 1.5 **System Upgrades.** As a result of the analysis described in section 1.4, the Utility will provide the Customer with a cost estimate and projected timeframe for any distribution system upgrades that may be necessary to accommodate the generating facility.
- 1.6 **Metering.** The interconnection Customer shall be responsible for the cost to purchase and install appropriate metering. Appendix A illustrates the sample of interconnection and metering requirement, ownership and responsibilities of the Parties.
- 1.7 **Codes and Permits.**
- a) The interconnection Customer shall be responsible for procuring all building, operating, and environmental permits that are required by any governmental authority having jurisdiction for the type of generating facility and for the necessary ancillary structures to be installed, if any.
  - b) The equipment shall meet the standards listed in Section 2.7.
  - c) The construction and facilities shall meet all applicable building and electrical codes.

## Article II Technical Requirements

- 2.1 **Character of Service.** The electrical service shall be 60 cycles per second (60 Hertz) alternating current (AC) at supply voltages and number of phases that apply under the Utility's terms, conditions, rules, regulations and provisions for electric service, including metering requirements.
- 2.2 **Codes Requirements.** Once the generating facility has been authorized to commence parallel operation, the interconnection Customer shall abide by all operating procedures established by the National Electrical Code (NEC), National Electrical Safety Code (NESC), Institute of Electrical and Electronics Engineers (IEEE), Underwriters Laboratories (UL), and Occupational Safety and Health Administration. Specific codes are listed in Section 2.7 below as "National Certification Codes and Standards". In addition, Manufacturer's Ownership, Operating and Maintenance Manuals shall be reviewed and accepted by both Parties prior to beginning operation.
- 2.3 **Generating Facility Control and Operation.** The control system of the generating facility shall comply with the IEEE specifications and standards for parallel operation with the Utility and in particular as follows:
- a) Power output control system shall automatically disconnect from distribution system upon loss of Utility voltage and not reconnect until Utility voltage has been restored and stabilized by the Utility.
  - b) Power output control system shall ride through voltage fluctuations but shall automatically disconnect from distribution system if Utility or Customer-owned generation voltage fluctuates beyond plus or minus 10% (ten percent). The interconnection Customer shall provide adequate protection to prevent damage to the distribution system from inadvertent over/under voltage conditions originating in Customer's generating facility and to protect the Customer's generating facility from inadvertent over/under voltage conditions originating from the distribution system

- c) Power output control system shall ride through frequency fluctuations but shall automatically disconnect from Utility if frequency fluctuates beyond plus or minus 2 cycles per second from 60 cycles per second (Hertz).
  - d) Inverter output distortion shall meet IEEE requirements.
  - e) The generating facility shall meet the applicable IEEE standards concerning impacts to the distribution system with regard to harmonic distortion, voltage flicker, power factor, direct current injection and electromagnetic interference.
  - f) The voltage produced by the Customer's generating facility must be balanced if it is a three-phase installation. The interconnection Customer is responsible for protecting the generating facility from an inadvertent phase imbalance in the Utility's service voltage.
  
- 2.4 **Fault Current Contribution.** The generating facility shall be equipped with protective equipment designed to automatically disconnect during fault current conditions and remain disconnected until the voltage and frequency have stabilized.
  
- 2.5 **Reclosing Coordination.** The generating facility shall be coordinated with the distribution system reclosing devices by disconnecting from the system during the initial de-energized operation and shall remain disconnected until the voltage and frequency have stabilized.
  
- 2.6 **Disconnect Device.** A safety manual disconnect switch of the visible load break type shall be installed by the customer. The disconnect switch shall be visible to and readily accessible by Utility personnel. The switch shall be capable of being locked in the open position and shall prevent the generator from supplying power to the distribution system.
  
- 2.7 **Standards for Interconnection, Safety, and Operating Reliability.** The interconnection of a generating facility and associated interconnection equipment to the Utility's distribution System shall meet the applicable provisions of the following publications:
  - a) ANSI/IEEE1547-2018 Standard for Interconnecting Distributed Resources with Electric Power Systems (including use of IEEE 1547.1-2020 testing protocols to establish conformity) as they may be amended from time to time. The following standards shall be used as guidance in applying IEEE 1547:
  - b) IEEE Std 519-2014, IEEE Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems
  - c) IEEE1453, IEEE Recommended Practice for the Analysis of Fluctuating Installation on Power Systems
  - d) UL1741 requirement for inverter based generation
  - e) NESC Electric Safety Code
  - f) ANSI/NFPA 70, National Electrical Code
  - g) OSHA (29 CFR § 1910.269)

## Article III

### Inspection, Testing, Authorization, and Right to Access

#### 3.1 **Equipment Testing and Inspection.**

- a) Upon completing construction, the interconnection Customer shall test and inspect its generating facility including the interconnection equipment prior to interconnection in accordance with updated IEEE standards 1547 and IEEE standard 1547.1 by the City of Waterloo. The interconnection Customer shall not operate its generating facility in parallel with distribution system without prior written authorization by the Utility.
- b) All interconnection related protective functions and associated direct current supplies shall be tested prior to commencement of commercial service, and (if nameplate rating of Customer's generating facilities is greater than 25 kW<sub>AC</sub>) periodically tested thereafter no less than every three (3) years.

#### 3.2 **Certification of Completion.** The interconnection Customer shall provide the Utility with a copy of the Certificate of Completion with all relevant and necessary information fully completed by the interconnection Customer, as well as an inspection form from the City of Waterloo demonstrating that the generating facility passed inspection.

#### 3.3 **Witness Test.**

- a) The Utility shall perform a witness test after construction of the generating facility is completed but before parallel operation, unless the Utility specifically waives the witness test. The interconnection Customer shall provide the Utility at least 30 business days' notice of the planned commissioning test for the generating facility. If the Utility performs a witness test at a time that is not concurrent with the commissioning test, it shall contact the interconnection Customer to schedule the witness test at a mutually agreeable time within 10 business days after the commissioning test, the witness test is deemed waived unless the parties mutually agree to extend the date for scheduling the witness test, or unless the Utility cannot do so for good cause, in which case, the parties shall agree to another date for scheduling the test within 10 business day of the original scheduled date. For systems sized less than 25 kW<sub>AC</sub> the 30 business days' notice shall be waived.
- b) If the witness test is not acceptable to the Utility, the interconnection Customer has 30 business days to address and resolve any deficiencies. This time period may be extended upon agreement between the Utility and interconnection Customer. If the interconnection Customer fails to address and resolve the deficiencies to the satisfaction of the Utility, this Agreement shall be terminated. The interconnection Customer shall, if requested by the Utility, provide a copy of all documentation in its possession regarding testing conducted pursuant to IEEE standard 1547.1.
- c) After the generating facility passes the witness testing, the Utility shall affix an authorized signature to the Certificate of Completion and return

it to the interconnection Customer approving the interconnection and authorization parallel operation.

- 3.4 **Right of Access.** The Utility must have access to the disconnect switch and metering equipment of the generating facility at all times without notice. When practical, the Utility shall provide notice to the Customer prior to using its right of access.

**Article IV                      Effective Date, Term, Termination, and Disconnection**

- 4.1 **Effective Date.** This Agreement shall become effective upon execution by all parties.
- 4.2 **Term of Agreement.** This Agreement shall become effective on the effective date and shall remain in effect unless terminated earlier in accordance with Article 4.4 of this Agreement.
- 4.3 **Governing Law, Regulatory Authority, and Rules.** The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the Codes and Regulations of City of Waterloo as well as the laws of the State of Illinois without regard to its choice of law principals. Nothing in this Agreement is intended to affect any other agreement between the Utility and the interconnection Customer.
- 4.4 **Termination.** This Agreement may be terminated under the following conditions:
- a) By interconnection Customer - The interconnection Customer may terminate this Agreement by providing written notice to the Utility. If the interconnection Customer ceases operation of the generating facility, the interconnection Customer must notify the Utility.
  - b) By the Utility - The Utility may terminate this Agreement if the interconnection Customer fails to remedy a violation of the terms of this Agreement within 30 calendar days after notice, or such other date as may be mutually agreed to prior to the expiration of the 30 calendar day remedy period. The termination date may be no less than 30 calendar days after the interconnection Customer receives notice of its violation from the Utility.
  - c) Upon termination of this Agreement, the generating facility will be permanently disconnected from the distribution system. Terminating this Agreement does not relieve either party of its liabilities and obligations that are owed or continuing when the Agreement is terminated.
  - d) Upon termination of this Agreement, the Utility shall open and padlock the manual disconnect switch on Customer's premises.
- 4.5 **Disconnection.** The Utility may temporarily disconnect the generating facility upon any of the following conditions, but must reconnect the generating facility once the condition is cured:
- a) For scheduled outages, provided that the generating facility is treated in the same manner as Utility's load Customers;

- b) For unscheduled outages or emergency conditions;
- c) If the generating facility does not operate in the manner consistent with this Agreement;
- d) Improper installation or failure to pass the witness test;
- e) If the generating facility is creating a safety, reliability or a power quality problem; or
- f) The interconnection equipment used by the generating facility is delisted by the nationally recognized testing Laboratory that provided the listing at the time the interconnection was approved.
- g) Failure of the customer to obtain or maintain the insurance coverage set forth in Article 7 of this Agreement.

- 4.6 **Modification of Generating Facility.** The interconnection Customer must receive written authorization from the Utility before making any changes to the generating facility that could affect the distribution system. If the interconnection Customer makes such modifications without the Utility's prior written authorization, the Utility shall have the right to disconnect the generating facility immediately.
- 4.7 **Permanent Disconnection.** In the event the Agreement is terminated, the Utility shall have the right to disconnect its distribution system or direct the interconnection Customer to disconnect its generating facility.
- 4.8 **Lost Opportunity.** The Utility is not responsible for any lost opportunity or other costs incurred by the interconnection Customer as a result of an interruption of service under this Article 4.

## **Article V Cost Responsibility for Interconnection Facilities and Distribution Upgrades**

- 5.1 **Interconnection Facilities.**
- a) The interconnection Customer is responsible for the cost of additional interconnection facilities necessary to interconnect the generating facility with the distribution system.
  - b) The interconnection Customer is responsible for its expenses, including overheads, associated with owning, operation, maintaining, repairing, and replacing its interconnection equipment
  - c) **Distribution System Upgrades.** The Utility shall design, procure, construct, install, and own any distribution system upgrades. The cost of the distribution system upgrades shall be directly assigned to the interconnection Customer whose generating facility caused the need for the distribution system upgrades.
- 5.2 **Cost for Small Systems.** For qualifying systems sized 10 kW<sub>AC</sub> or less the cost in section 5.1 shall be capped at \$1500.

## Article VI

### Assignment, Limitation on Damages, Indemnity, Force Majeure

- 6.1 **Assignment/Transfer of Ownership of the Generating Facility.** This Agreement shall terminate upon the transfer of ownership of the generating facility to a new owner unless the transferring owner assigns the Agreement to the new owner, the new owner agrees in writing to the terms of this Agreement, and the transferring owner so notifies the Utility in writing prior to the transfer of ownership.
- 6.2 **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 6.3 **Indemnification.** The interconnection Customer shall indemnify and defend the city, Utility and the elected officials, directors, officers, employees, and agents from all damages and expenses resulting from any third party claim arising out of or based upon the interconnection Customer's (a) negligence or willful misconduct; (b) breach of this Agreement; or (c) the operation of the Customer's generating facility, regardless of Customer's negligence or willful misconduct, except when and to the extent the loss occurs due to the grossly negligent actions of the Utility. The Utility shall indemnify and defend the interconnection Customer and the interconnection Customer's directors, officers, employees, and agents from all damages and expenses resulting from a third party claim arising out of or based upon the Utility's (a) negligence or willful misconduct or (b) breach of this Agreement.
- 6.4 **Force Majeure.** If a force majeure event prevents a Party from fulfilling any obligations under this Agreement, the Party effected by the force majeure event (Affected Party) shall notify the other Party of the existence of the force majeure event within one business day. The notification must specify the circumstances of the force majeure event, the expected duration, and the steps that the Affected Party is taking and will take to mitigate the effects of the event on its performance. If the initial notification is verbal, it must be followed up with a written notification within one business day. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the force majeure event until the event ends. The Affected Party may suspend or modify its obligations under this Agreement. The term "force majeure" shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, pandemic, breakage or accident to machinery or equipment, an order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's reasonable control. A Force Majeure event does not include an act of negligence or intentional wrongdoing by the Party claiming Force Majeure.

**Article VII Insurance**

- 7.1 **Insurance.** The customer shall carry a liability insurance policy issued by a licensed insurance carrier with an A.M. Best rating of B- or better that provides protection against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the customer's ownership and/or operation of the distributed generating facility under this policy. The limits of such policy shall be at least \$1,000,000 per occurrence for those customers with small generating facilities. The customer shall provide a certificate of insurance containing a minimum 30-day notice of cancellation to the City prior to connection of the customer's facility to the electric system. The customer shall provide proof of insurance once per year to the City.

**Article VIII Documents and Notices**

- 8.1 **Documents.** The Agreement includes the following documents, which are attached and incorporated by reference:
- a) One-line drawing
  - b) Interconnection Request Application Form
  - c) System Upgrade Estimated Costs
  - d) Certificate of Completion
- 8.2 **Notice.** The Parties may mutually agree to provide notices, demands, comments, or requests by electronic means such as e-mail. Absent Agreement to electronic communication, or unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

**If to Interconnection Customer:**

Use the contact information provided in the interconnection Customer's application. The interconnection Customer is responsible for notifying the City of Waterloo of any change in the contact party information, including change of ownership.

**If to Utility:**

Use the contact information provided below. The City of Waterloo is responsible for notifying the interconnection Customer of any change in the contact party information.

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone (Daytime): \_\_\_\_\_ (Evening): \_\_\_\_\_

Fax Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

#### Article IX

#### Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

#### **Interconnection Customer:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **City of Waterloo:**

Name: \_\_\_\_\_

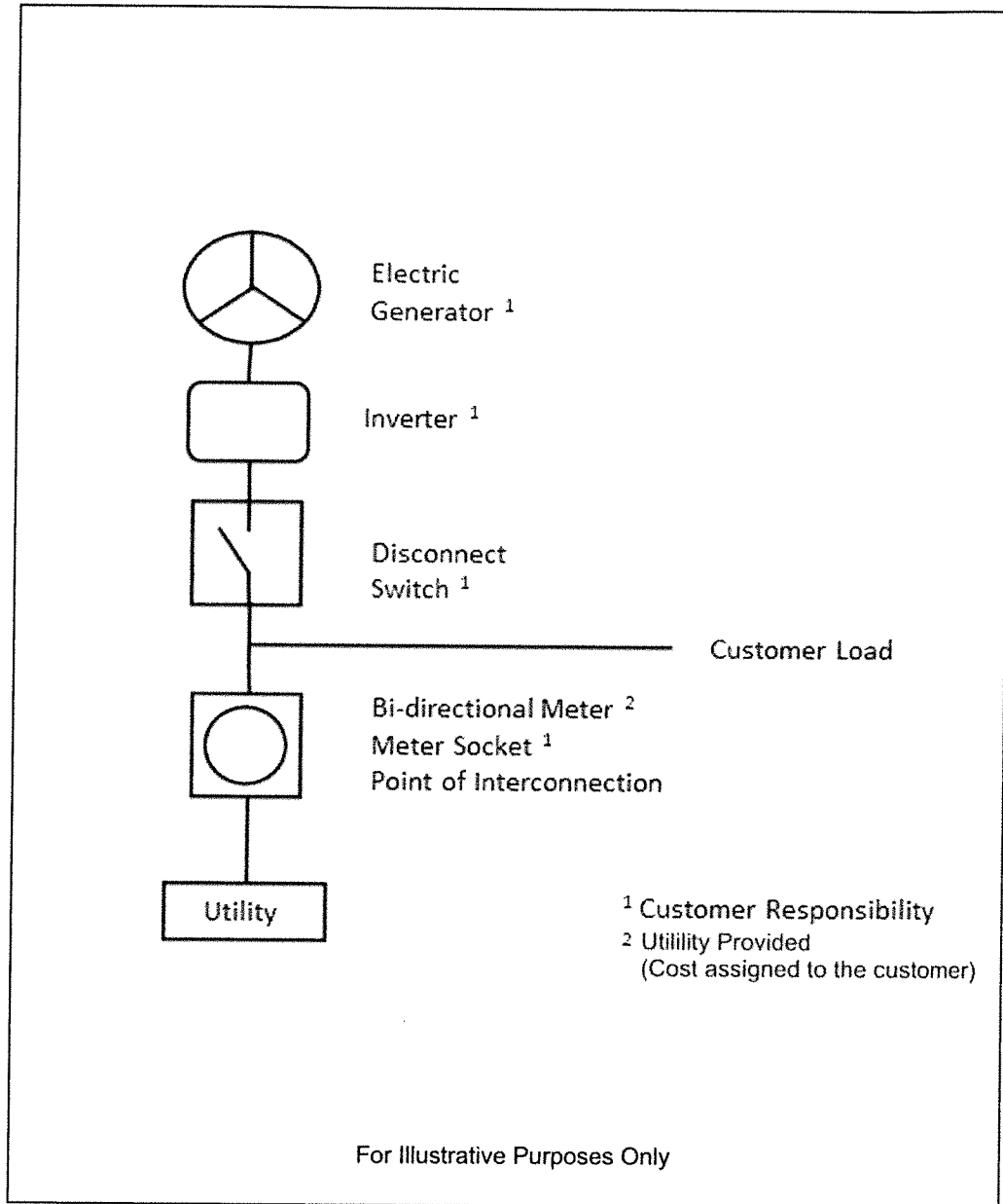
Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### Sample One-line Interconnection Diagram



# City of Waterloo's Customer Self-Generation Net Metering Policy and the Self-Generation Interconnection Policy

## 2022

Section 1: City of Waterloo shall make available, upon request, net metering service to any customer taking service from City of Waterloo and who meets the requirements set forth in this policy. For purposes of this policy “net metering” means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the electric utility to the electric customer as provided for in this policy. The term “net metering” is not used as a limiting term, but rather is used in its general sense to include the full range of methods for valuing customer self-generation and implementing fair credits for excess energy delivered to the municipal distribution system by the customer. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term “customer” only refers to the building owner and any usage by the owner. City of Waterloo cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before the project starts construction, customer must complete the attached application form and receive approval from the Director of Public Works. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to the Director of Public Works.

Section 2: For purposes of this policy an eligible on-site generating facility shall be defined as a renewable generating facility, such as a photovoltaic facility and small wind turbines, and may include technology to store renewable energy at the customer's premises. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by City of Waterloo to be renewable to qualify for this policy.

Section 3: The electric generating facility must also abide by City of Waterloo Interconnection Standards currently in place at the time of installation to be an eligible on-site generating facility.

Section 4: Subject to the limitations set forth herein, City of Waterloo shall make net metering service available upon request to any City of Waterloo residential or small commercial electric customer with an eligible on-site generating facility owned by the customer. Customers receiving service under the “general service” rate classification are deemed small commercial. The eligible on-site generating facility shall be located on the customer's premises and on the customer's side of the billing meter and be sized to primarily produce only enough electricity to offset the customer's own electrical requirements. Proper sizing of eligible on-site generating facilities shall be determined as set forth in Section 13 below.

Section 5: Any request for net metering service by a customer that is not a residential or small commercial customer shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the Director or Public Works based on potential impacts to the distribution system or portions thereof and to the property of other customers of City of Waterloo. Customers that do not qualify for net metering service under this Policy shall be permitted to interconnect and self-generate as required by and in accordance with the Federal Energy Regulatory Commission's rules under the Public Utility Regulatory Policies Act (PURPA) on a case by case basis.

Section 6: Notwithstanding the provisions in Section 4, City of Waterloo reserves the authority to withhold, deny or delay approval of the interconnection of proposed on-site generating facilities and of net metering service hereunder if the operation of the facility would be unsafe or pose a risk of adverse impacts to the distribution system or portions thereof or to the property of other customers of City of Waterloo. City of Waterloo shall withhold approval for only so long as is reasonably necessary to remedy the risk of adverse impact. City of Waterloo shall only deny approval if the adverse impact cannot reasonably be remedied or if the customer refuses to meet all applicable State and local safety and electrical code requirements or refuses to provide for payment of the costs of the improvements to the facility or the system that are required to accommodate the otherwise eligible on-site generating facility. City of Waterloo shall not be required to make unscheduled improvements to its distribution system or portions thereof to remedy the situation causing the delayed or withheld approval unless the customer agrees to pay for the reasonable costs thereof. Likewise, City of Waterloo may require a customer with an approved on-site generating facility that has been installed and begun to operate to suspend operations of the

facility if it becomes unsafe or causes adverse impacts to the distribution system or portions thereof or to the property of other customers of City of Waterloo, and such suspension shall be in place only so long as is reasonably necessary to remedy the adverse impact. City of Waterloo may require the customer to disconnect the on-site generating facility from the distribution system in serious situations.

Section 7: [This Section left blank intentionally.]

Section 8: (a) Energy generated by the customer-owned generator during the billing period may supply all or a portion of the energy required by the customer's load. The customer shall be credited for excess energy delivered by the customer to City of Waterloo at the meter from the approved on-site generating facility.

(b) For all on-site generating facilities, the following credit method shall be used to determine excess energy credit: For energy delivered by the utility to the customer at the meter, as reflected in the meter reading, shall be billed at the appropriate utility full retail energy rate. For any excess energy generated by the customer from an approved on-site generating facility and delivered by the customer to the utility at the meter, as reflected in the meter reading, a credit shall be created and applied to the customer's bill set forth in Section 12 below. City of Waterloo shall install an appropriate meter to measure both the energy delivered by the utility to the customer at the meter and the energy delivered by the customer to the utility at the meter from the approved on-site generating facility.

(c) Credits from electric energy delivered to the municipal distribution system by the customer shall be used to offset usage based electric energy (kWh) charges only. No such credits shall be applied to, and the customer shall remain responsible for, (i) taxes, fees, and other charges that would otherwise be applicable to the net amount of electric energy (kWh) purchased by the customer from City of Waterloo or consumed by the customer, and (ii) other charges to the customer under any other rules, regulations or rates that are not based on per kilowatt-hour (kWh) charges, including but not limited to, basic service charges, customer service charges, facilities charges, demand charges, kVAR charges, transformation charges, taxes and assessments billed on other than kWh basis, rental fees, and late fees.

(d) City of Waterloo shall carry over any unused credits earned and apply those credits to subsequent billing periods to offset usage based electric energy (kWh) charges only for electric energy supplied to the customer by City of Waterloo until all credits are used or until the end of the annual period. The annual period shall end each year on the last day of February; provided however for new net metering customers with generating facilities installed during an annual period, the annual period shall end on the last day of February of the following year. At the end of the annual period or in the event that the customer terminates service at the service location with City of Waterloo prior to the end of annual period, any remaining credits in the customer's account shall expire and no credit or payment shall be due to the customer for such expired credits. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. No credit or payment shall be due to the customer for such surrendered credits. Under no circumstance will credits for excess energy transfer to a new customer at the service location after the customer's service with the City of Waterloo terminates.

Section 9: Any costs City of Waterloo incurs associated with the interconnection of generating facilities by a customer, including but not limited to changes in metering (to include installation of a bi-directional meter), or other physical facilities, whether on the customer's premises or a reasonably necessary upgrade to the municipal distribution system or a portion thereof that is not on the customer's premises, shall be borne by the customer seeking to install or for whom the generating facility was installed; provided however that such costs shall be capped at \$1,500 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the interconnection of the generating facility shall be borne by the customer seeking to install or for whom the generating facility was installed. Costs assessed under this Section shall be demonstrable and cost-based. Such costs shall not include or be based on reduced sales by or lost revenues to City of Waterloo associated with net metering service.

Section 10: [This Section left blank intentionally.]

Section 11: City of Waterloo shall develop such documents as needed to implement this policy and any customer applying for or taking service hereunder shall execute all appropriate documents.

Section 12: For all approved on-site generating facilities, including currently existing facilities, “avoided cost” shall be determined based on the sum of 1 and 2 below:

1. The rate in cents per kWh as published and approved annually by the governing body of City of Waterloo based on the calculations and recommendation from Illinois Municipal Electric Agency electric wholesale supplier. The rate shall take into consideration the following:
  - a. Historic real time pricing of prior calendar year of energy in the wholesale market as valued at the locational marginal pricing (LMP) for that location as defined by the appropriately located Regional Transmission Organization (RTO),
  - b. Solar-weighted LMP: The simple average of the LMP weighted using Solar Weighting. Solar weighting is the expected production of each hour of a typical solar installation as determined using the National Renewable Energy Laboratory (NREL) System Advisory Model (SAM) as may be amended from time to time.
  - c. Capacity value: Appropriate RTO capacity price with solar factors applied for average system peak times
  - d. Transmission Value: Appropriate RTO transmission cost recovery with solar factor applied for average peak times
2. The rate in cents per kWh as calculated by City of Waterloo for the avoidance of distribution system losses.

Section 13: The maximum size in kilowatts<sub>AC</sub> of the eligible on-site generating facility for an individual customer service location in the rate categories identified in Section 4 shall be determined as follows:

The installation of a renewable generating facility under this Policy is intended to supply all or a portion of the customer’s own peak demand of electricity. Therefore, in order to be approved, a renewable generating facility must be properly sized so as not to exceed the customers expected peak demand based on the customer’s current energy needs. It is also important to the customer that the generating facilities are properly sized because the credits under this Policy for excess energy delivered to the distribution system expire if not used within the time period established in this Policy. As part of the interconnection application, customer’s electric load profile will be analyzed using 36-months of history (if available) in order to calculate the customer’s expected peak demand. If a customer provides documentation

specifying why the usage has increased over that time, such as home renovation/addition or installation of electric heating or an electric vehicle charging station on the premises, then the previous 12-month period shall be used to determine the expected peak demand. If the applicable months of data are not available for an individual customer, the peak demands of other similar customers of City of Waterloo, as determined by City of Waterloo, shall be used to set the expected peak demand. If facilities are allowed for customers in other rate classes, the right-sizing shall be determined on a case by case basis.

In addition to the foregoing historic load profile, City of Waterloo shall consider potential adverse impacts to the distribution system and to other customers of City of Waterloo that will be caused by or expected to be caused by the installation of the new renewable generating facility at the particular customer service location as part of the interconnection application review. The maximum size of the eligible on-site generating facility for an individual customer service location shall be reduced below the expected peak demand of the customer to mitigate the potential adverse impacts to the distribution system or portions thereof and to the other customers of City of Waterloo unless the customer pays for any necessary upgrade to the system or portion thereof to avoid the potential adverse impact.

Section 14: [This Section left blank intentionally.]

Section 15: City of Waterloo reserves the right to interpret, amend or rescind this policy. Nothing herein is intended to nor shall it create a right for a customer to rely on any particular netting or crediting methodology contained in the policy from time to time, and all rates for excess credits are subject to change in accordance with the laws of the State of Illinois governing municipalities.

Section 16: Citizen and customer concerns generally with this Net Metering Policy may be raised in the public comment portion of any open meeting of the governing body of City of Waterloo at any time and will be considered by the governing body in accordance with its normal processes. Individual customer complaints, disputes or concerns shall be raised in the first instance with the Line Department Foreman. If the matter cannot be resolved at the utility staff level, this issue shall be reduced to writing and forwarded to the Public Works Director who shall schedule a meeting in person or by telephone or other communications media (i.e., Zoom call) with the customer. The

customer may invite its contractor or other consultant to participate in the meeting. If the matter cannot be resolved at this stage, the process will escalate to the Mayor or his Designee. If this process fails to resolve the matter, the customer may appeal it to the circuit court and exercise whatever rights and remedies the customer may have in law or equity. This policy shall be posted on the City of Waterloo website along with appropriate contact information.

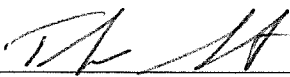
AGENDA REQUEST

(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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Resolution No. 22-10 Approving the Trane Select  
Service Agreement in the Amount of \$11,439.00 for the Initial Term of One-Year  
effective June 1, 2022.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_
4. Submittal date: 08-09-22  
  
Submitted by: \_\_\_\_\_  
Nathan Krebel, Subdivision & Zoning Administrator  
\_\_\_\_\_  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor

**RESOLUTION NO. 22-10**

**A RESOLUTION APPROVING THE TRANE SERVICE SELECT AGREEMENT IN THE AMOUNT OF \$11,439.00 FOR THE INITIAL TERM OF ONE-YEAR EFFECTIVE JUNE 01, 2022.**

**WHEREAS**, attached is a proposed Maintenance Contract between the City of Waterloo, IL and TRANE US Inc.; and,

**WHEREAS**, it is in the best interest of the City of Waterloo, IL to sign said Agreement with TRANE US Inc.

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

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 15<sup>th</sup> day of August, 2022 with a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAINED:** \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Thomas Smith, Mayor

**ATTESTED:**

\_\_\_\_\_  
Mechelle Childers, City Clerk



# Trane Select Service Agreement

**CUSTOMER NAME:**

**Waterloo City Hall**

301 South Main Street

Waterloo, IL 62298

Attn: Nathan Krebel

**LOCAL OFFICE ADDRESS:**

Trane

101 Matrix Commons Dr

Fenton, MO 63042

**DATE:**

July 11, 2022



## TRANE SELECT SERVICE AGREEMENT

# Executive Summary

Thank you for choosing Trane Building Services as your HVAC support partner. We are committed to working with you to ensure your building serves the needs of your organization. The details of that commitment are in the following pages.

A Trane Select Service Agreement will provide planned maintenance and repair for your HVAC systems as specified in the scope of the agreement. The agreement assures that factory recommended services are executed on scheduled intervals, while also allowing you to accurately budget repairs to maintain peak performance. With repairs included in your annual planned maintenance, the agreement should help you minimize unplanned down time and unexpected expense.

Additionally, as a Trane customer you can count on:



- ☑ Priority Response – as a Trane Service Agreement customer you will have service priority, above time and materials customers.
- ☑ Advanced Diagnostics – Trane proprietary applications and technologies equip technicians to analyze system performance and make actionable service recommendations.
- ☑ Trane OEM Service Delivery – ensures the right services are completely and consistently performed to keep your equipment running efficiently and reliably.
- ☑ Dedicated Trane Service Team – a local service team consisting of a Service Coordinator, one or more Service Technicians and an Account Manager, all of whom will be familiar with your service requirements, your HVAC equipment and your facility.

The agreement is structured so that you can plan and budget annually for maintenance. The annual fee for the services outlined within the agreement can be found on the pricing & acceptance page.

**WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO WORKING WITH YOU.**



## TRANE SELECT SERVICE AGREEMENT

# Added Value

Proper maintenance can save an estimated 12-18%\* of your budget compared to a run-to-fail approach. A Trane Select Service Agreement is structured to help you capture those savings.



### Research has shown that regular maintenance can:

Cut unexpected breakdowns by .....	70-75%*
Reduce downtime by .....	35-45%*
Lower equipment repairs and maintenance costs by .....	25-30%*
Reduce energy consumption by .....	5-20%*

\* Source: FEMP O&M Guide - July 2004

In addition to financial value, when you partner with Trane you can expect:

### Dependability and Consistency

**Assigned Service Team** - Your service team will consist of our professional Service Coordinator, Service Technicians, and Account Manager with extensive HVAC experience. Our technicians have a thorough understanding of controls, heating, refrigeration, and airside systems.

**Priority Response** - Waterloo City Hall will receive preferred service status. Priority Emergency Response is available on a 24-hour-per-day basis.

**AUTOMATED SCHEDULING SYSTEM** - Trane utilizes a computerized scheduling program to ensure that all services included in the agreement are performed.

### Superior Service Delivery

Trane's OEM Service Delivery Process ensures consistent quality through:

- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on Safety & Environments



### Superior Service Delivery (continued)

Service Work Flow - Trane's industry exclusive service flow process includes detailed procedures that identify steps for: safety, parts, materials, tools, and sequence for execution. Trane's procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. Trane's exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Trane's proprietary program is unequalled in the industry.

### Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit. Equipment information will be labeled on all paperwork.

Operational System Optimization - Trane Technicians will review operating sequences and practices for the equipment covered by the agreement and advise you of operational improvement opportunities.

Training for Facility Staff - Concurrent with annual start-up, your Trane Technician will instruct your operator how to operate the equipment covered by the agreement.

### Health and Safety

Safety Management Program - Trane Building Services employs several full time Occupational Safety and Health Administration (OSHA) 30-hr certified safety managers who are available to perform safety consultations related to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses, and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hr certified, or equivalent with yearly retraining on all key occupational safety and health topics. Most of our technicians have participated in "Smith Safe" driver training and are Department of Transportation (DOT) Hazmat certified. They are provided with up to date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane service maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.





## Environmental Management

**Refrigerant Policy** - Trane Building Services practices and procedures are compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Trane service technicians are Universal-certified and use only certified recovery equipment.

**Refrigerant Management Program** - Trane Building Services maintains and uses Trane Refrigerant Management Software (RMS) to capture, manage and report Refrigerant Activity. The Refrigerant Activity Report Form is used by the technician to record all refrigerant activity that has occurred on each piece of equipment. The form data is entered into RMS after it is submitted to and checked by central office personnel. Annually, Trane prints a report from RMS of all Refrigerant activity that has occurred at each site. The report details all refrigerant activity performed by Trane Building Services Technicians for each piece of equipment, and can be used to satisfy reporting requirements. Environmental management data sheets will be available during quarterly reporting sessions

**Oil Disposal** - Trane Building Services removes used oil from your refrigeration units and disposes of it in accordance with applicable environmental regulations. Trane has a national contract with a leading provider of used oil services to recycle used oil where allowed and properly dispose of used oil which does not meet recycling requirements (in states where used oil is a hazardous waste, Trane will remove used oil from refrigeration units for the customer to arrange disposal).

## TRANE SELECT SERVICE AGREEMENT

# Scope of Services – Standard Inclusions

Provided in your Select Service Agreement:

### Trane Select Maintenance

Scheduled number of specific service events and associated labor performed during Trane normal business hours as outlined in the Equipment Coverage and Services section of this Agreement. Basic materials and supplies determined necessary by the Trane Technician for the normal performance of Scheduled Maintenance are covered by the annual fee and include grease, oil, cleaning solvents, wiping cloths, drive belts and oil filters.

### Refrigerant Management

This scope includes:

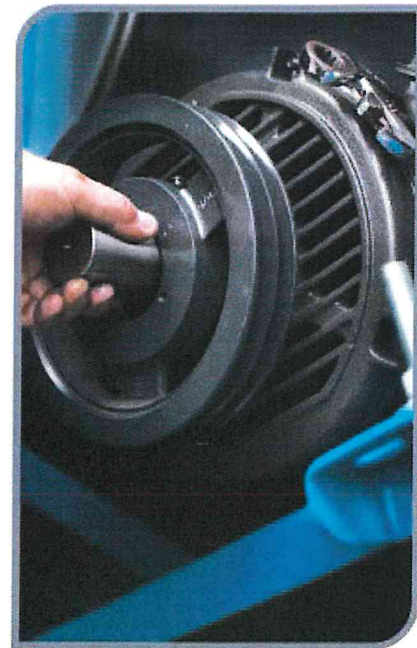
- Refrigerant Replacement is included up to \$7.00/lb, not to exceed 50 pounds per occurrence. Cost above \$7.00/lb shall be paid by customer
- Trane Technicians will capture and track all refrigerant activity performed by Trane for each piece of Covered Equipment
- Refrigerant Usage Reports can be generated quarterly

### Specified System Repair Coverage

Covers the cost of all required repairs to maintainable components on the systems specified during Trane normal business hours. Non-specified equipment repairs will be invoiced separately on a time and materials basis. Prior approval will be required following an estimate

### Cooling Contingency Planning

Trane emergency preparedness experts will provide Cooling Contingency Planning to anticipate and respond to unusual or unplanned cooling needs. Planning will address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare your system for temporary cooling.



TRANE SELECT SERVICE AGREEMENT

## Equipment Coverage and Services



The following "Covered Equipment" will be serviced:

Equipment	Manufacturer	Model Number	Serial Number
(2) Boilers	Fulton	PHW-750	1409 & 1518
Tracer Summit	Trane		
Air Cooled Chiller	Trane	RTAA0904YH01A3	U97E02123
Air Handling Unit	Trane	MCCA010	K97D41663
Air Handling Unit	Trane	PCC37	K97E59709
Air Handling Unit	Trane	PCC07	K97E59705

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## ***SCOPE OF SERVICES***

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### **TRANE EXTENDED WARRANTY & MAINTENANCE PROGRAM**

Routine maintenance inspections are performed throughout the year. The Schedules of Maintenance Form provides a summary of the schedules and types of inspections.

### **EMERGENCY SERVICE**

This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls. Overtime (Saturday, Sunday, Holidays and hours prior to 7:30a.m. and after 4:30p.m.) will be billed at a rate equal to the incremental cost difference between standard time and overtime.

### **MAJOR REPAIR LABOR**

This includes all labor to diagnose, repair, or replace failed components of the equipment covered under the provisions of this agreement.

### **REPLACEMENT PARTS AND COMPONENTS**

Parts, refrigerant as noted, oil, and other materials to complete repairs are furnished under this agreement.

### **INSPECTIONS**

- **One** (1) comprehensive annual inspection and **three** (3) periodic maintenance inspections per year on the Tracer. Monthly Remote Controls Inspections
- **One** (1) comprehensive annual inspection and **one** (1) periodic maintenance inspections per year on each boiler
- **One** (1) comprehensive annual inspection and **two** (2) periodic maintenance inspections per year on the air cooled chiller.

#### **Coverage includes:**

- **Four** (4) filter changes per year.

### **WRITTEN REPORTS**

Written reports will be provided to the customer representative following each regular inspection or emergency call.

### **PREFERENTIAL SERVICE AND CONTRACT SERVICE RATE**

This contract includes preferential service to the customer over non-contract customers. For work outside the scope of service, the prevailing labor rates apply.

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## SUPPLEMENTAL TERMS AND CONDITIONS

- A. This agreement presupposes that all major pieces of equipment are in proper operating condition at the signing of this agreement.
- B. It shall be the responsibility of the Service Company to inspect and report to the Customer any malfunctions and defects within forty-five (45) days after effective date. If equipment can not be operated within this 45-day period due to seasonal conditions or other factors beyond our control, the period for initial inspection shall be extended to 45 days after the equipment can be operated and checked.
- C. It shall also be the responsibility of the Service Company to make recommendations and to assist the Customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by Customer.
- D. After equipment restoration to original operating conditions has been approved by the Service Company, coverage shall become effective in accordance with the terms of this agreement.
- E. This agreement does not extend to or cover repairs, replacements or services required through normal wear and tear, corrosion or deterioration, or necessitated in whole or in part by improper installation, operation, or maintenance by Buyer, weather, (damage by storms, lightning or freezing, etc.), misuse, abuse (including excessive operating conditions), negligence, accident or catastrophe (including damage to materials in shipment without fault of the Company), adjustment, repair or alteration by other than the Company's service representatives or such as would adversely affect the performance and/or reliability of the equipment, or modification or addition to the control system, or other causes external to the equipment (such as power failure), or for defects in design or estimates of necessary capacity or size.
- F. Failure of components such as vessels, shells, heads and tube sheets, piping, heat exchangers, sheet-metal cabinets, pans, spray bars, insulation, and structural systems, which fail due to corrosion, erosion, deterioration, or damage due to accident, abuse, external causes, or freezing, which are not routinely serviced or repaired are not covered by this agreement.
- G. Airfreight and special rigging (including crane and helicopter) shall be paid by Customer.
- H. Any misrepresentation of equipment history or condition could void the warranty coverage. Acceptance and execution of this agreement by all parties is contingent upon owner furnished documentation of certain minimum predictive maintenance procedures having been performed within the historical time frame indicated. These include:
  - Teardown and Overhaul:** Performed every 8-10 yrs or 20,000-30,000 run hours. Bearings, gaskets, seals, o-rings, etc (not included in this contract)
  - Oil Analysis:** Performed once per year
  - Vibration Analysis:** Performed once per year (not included in this contract).
  - Eddy Current Test:** Performed every three years on the condenser tube bundles and every five years on the evaporator tubes (not included in this contract).
- I. Cost of refrigerant coverage is included up to \$7.00 per pound, not to exceed fifty (50) pounds per occurrence. Costs above \$7.00 per pound shall be paid by Customer. R-12 coverage is not available.

## SCOPE OF COVERAGE SUMMARY

### Waterloo City Hall

### Trane St Louis

Annual Comprehensive Service – chiller, boilers	1	Per Year
Operating Inspection – boilers	1	Per Year
Operating Inspection – Chiller	2	Per Year
Seasonal Changeover, if needed		
Inspection Reports	X	
Emergency Service	X	
Head Removal		
Water Cooled Tube Cleaning (Brush Only)		
Air Cooled Coil Cleaning (Brush Only)		
Cooling Tower Cleaning		
High Pressure Air Cooled Coil Cleaning	X	
Replacement Parts	X	Full Coverage Only
Refrigerant – up to 50 lbs per occurrence	X	Full Coverage Only
Major Repair Labor	X	Full Coverage Only
Refrigerant Monitor Calibration		
Eddy Current Tube Analysis		Condenser
Air Filter Changes (see FLR-110)	4	Per Year
Annual Comprehensive Parts	X	
Tracer/Summit Monitoring	X	
Oil Analysis	1	Per Year
Bromide Analysis		Per Year
Refrigerant Analysis		Per Year
Vibration Analysis		Per Year
Crane Rental		
8-10 Year Overhaul		

### SPECIAL INSTRUCTIONS:

Certificate of Insurance On file

Scheduling Process: P.O. \_\_\_\_\_

- Call to Schedule Inspection \_\_\_\_\_

Personnel Authorized to Place Service Calls: \_\_\_\_\_

Proper Vehicle Parking Area: \_\_\_\_\_

Sign In Procedures: \_\_\_\_\_

Initial Contact Person(s): \_\_\_\_\_

Pre-authorized Repair Limits: \_\_\_\_\_ Amount: \$0.00

Repair Approval Process: \_\_\_\_\_

Resolution Process: Attention: \_\_\_\_\_ Billing Address: \_\_\_\_\_

Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



TRANE SELECT SERVICE AGREEMENT

## Pricing and Acceptance

Customer:

Waterloo City Hall  
301 South Main Street  
Waterloo, IL 62298

Site:

Waterloo City Hall  
301 South Main Street  
Waterloo, IL 62298

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement").

Trane agrees to inspect and maintain the Covered Equipment hereof according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections hereof. Trane agrees to give preferential service to Customer over non-contract customers.

### Service Fee

Customer agrees to pay to each year of the Term, payable at **See Below** per year, as the fee (the "Service Fee") for the inspection and maintenance services described in the Scope of Services section hereof with respect to the Covered Equipment. The Service Fee is subject to adjustment as provided herein.

### Total Price

**Total Price – Per Year.....\$11,439.00**

Please check preferred billing frequency: ☐ Annually ☐ Semi-Annually ☐ Quarterly

### Term

The initial term of this Service Agreement shall be one (1) year, effective **June 1<sup>st</sup>, 2022** provided that Trane will have no obligation to Customer prior to execution of this Service Agreement in the space provided below by an authorized representative of Trane.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions.

#### CUSTOMER ACCEPTANCE

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order

\_\_\_\_\_  
Acceptance Date

TRANE ACCEPTANCE  
Trane U.S. Inc.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Account Manager  
Title

\_\_\_\_\_  
Signature Date



## TRANE SELECT SERVICE AGREEMENT

# Terms and Conditions

The following "Terms and Conditions" are attached to and made a part of the Service Agreement ("Agreement") between the named Customer and Trane.

For Services performed in the United States, "Trane" shall mean Trane U.S. Inc. For Services performed in Canada, "Trane" shall mean Trane Canada Co., except where the context provides otherwise.

Trane's Services are furnished pursuant to and subject to the following terms and conditions, except for any Services that are the subject of a pre-existing valid written agreement currently in effect between Trane and Customer, in which case such written agreement shall apply.

**1. Acceptance.** A Proposal or Agreement made upon these terms is subject to Customer acceptance in writing delivered to Trane within thirty (30) days from the date hereof. If your order is an acceptance of a written Proposal on a form provided by Trane, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Trane's offer, subject to credit approval, to provide the services solely in accordance with the following terms and conditions of sale. If we do not hear from you within two weeks from the date hereof, Trane shall rely upon your silence as an acceptance of these terms and conditions and any performance will be pursuant hereto. Customer's acceptance of services by Trane will in any event constitute an acceptance by Customer of these terms and conditions.

**2. Term, Renewal, and Cancellation.** The Initial Term of this Agreement shall be as stated in the "Pricing & Acceptance" section hereof. Thereafter, unless earlier terminated, this Agreement shall be automatically renewed for succeeding 12 month terms (each a "Renewal Term"), subject to the Renewal Pricing Adjustment, upon Trane's delivery to Customer of a service renewal letter at least forty-five (45) days in advance of the scheduled expiration date and Customer's failure to notify Trane in writing no later than thirty (30) days prior to the scheduled expiration date that the Agreement shall not be renewed. This Agreement may be cancelled upon the written notice of either party to the other (for any reason or no reason) no later than thirty (30) days prior to the scheduled expiration date; provided, however, that, in the event of a cancellation by Customer, Customer shall pay to Trane the balance of the Service Fee applicable to the then current 12 month period of the Term. The Service Fee is based on performance during regular business hours.

**3. Renewal Pricing Adjustment.** The Service Fee for an impending Renewal Term shall be the Current Service Fee (defined as the Service Fee for the Initial or Renewal Term immediately preceding the impending Renewal Term) adjusted by the following: (a) increase and/or decrease for additions and/or deletions to Scope of Services; (b) 25% of the Current Service Fee shall be adjusted based upon the calendar year change in the (i) U.S. Bureau of Labor Statistics Producer Price Index for selected commodity groupings (Metals and Metal Products) for Services performed in the United States or (ii) Statistics Canada Producer Price Index, Goods (Raw Materials Prices Index) for Services performed in Canada; (c) 65% of the Current Service Fee shall be adjusted based upon the change to cost of labor; and (d) 10% of the Service Fee shall be adjusted based upon changes to Trane services overhead costs, which include but are not limited to the cost of fuel, truck leasing, and office-related overhead factors. The Service Fee for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

**4. Payment and Taxes.** Payment is due upon receipt of Trane's invoice. Except as may otherwise be provided in the "Service Fee" section, annual Service Fee amounts shall be paid in advance of performance of the Services. Trane reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Trane may discontinue services whenever payment is overdue. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Trane or, alternatively, shall provide Trane with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Trane in attempting to collect amounts due.

**5. Termination.** This Agreement may be terminated by either party upon a material breach by the other party of its obligations hereunder upon fourteen (14) calendar days prior written notice to the breaching party and the failure of the breaching party to cure the breach within such fourteen (14) day period. Notwithstanding any termination, Customer shall remain liable to Trane for any amounts for services provided by Trane and not then paid.

**6. Performance.** Trane shall perform the services described in this Agreement with respect to the listed Equipment with reasonable promptness in a workmanlike manner in accordance with industry standards generally applicable in the area. Except as otherwise provided in writing in "Scope of Services," Services will be performed during Trane's normal business hours and any after-hours services shall be billed separately according to then prevailing overtime or emergency labor/labour rates. Trane's duty to perform under this Agreement and the Service Fee are subject to the approval of Trane's credit department, are subject to Events of Force Majeure, and contingent upon the ability to procure materials from the usual sources of supply. Upon disapproval of the credit department or upon the occurrence of any such event as aforesaid, Trane may delay or suspend performance or, at its option, renegotiate Service Fees, and/or terms and conditions with the Customer. If Trane and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for services rendered by Trane to the date of cancellation. This Agreement presupposes that all major pieces of equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Equipment being in a maintainable condition. In no event shall Trane have any obligation to replace Equipment that is no longer maintainable. During the first 30 days of this Agreement, and/or upon seasonal start-up (if included in the Services), an inspection by a Trane technician of Covered Equipment indicates repairs or replacement is required, Trane will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Trane may remove the unacceptable Equipment from the "Equipment Coverage" or "Scope of Services" sections of this Agreement and adjust the Service Fee accordingly. During the Term, Trane may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Trane and in no event shall become a fixture of customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with providing service on Customer equipment. Trane reserves the right to remove such items at its discretion. Trane may refuse to perform any services or work where working conditions could endanger or put at risk the safety of Trane employees or subcontractors.

## 7. Customer Obligations. Customer shall:

- (a) Provide Trane reasonable and safe access to all Equipment;
- (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Equipment; unless expressly stated in the Scope of Services statement, Trane is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the equipment; Trane shall not be responsible to perform any subsequent repairs to the Equipment necessitated by Customer's failure to follow such manufacturer recommendations;
- (c) Reimburse Trane for services, repairs, and/or replacements performed by Trane beyond the "Scope of Services" or otherwise excluded hereunder. Such reimbursement shall be at the then prevailing overtime/holiday rates for labor/labour and prices for materials and may at Trane's option be subject to a separate written agreement prior to its undertaking such work; and
- (d) Unless water treatment is expressly included in Trane's Scope of Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Trane.

## 8. Exclusions. Unless expressly included in "Scope of Services" or "Equipment Coverage," the services to be provided by Trane do not include, and Trane shall not be liable for, any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems;
- (c) Repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, improper operation, unauthorized alteration of Equipment, accident, negligence of Customer or others, damage due to freezing weather, calamity or malicious act;
- (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Trane as part of this Agreement;
- (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments;
- (f) Failure or inadequacy of any structure or foundation supporting or surrounding the Equipment or any portion thereof;
- (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment;
- (h) The normal function of starting and stopping the Equipment or the opening and closing of valves, dampers or regulators normally installed to protect the Equipment against damage;
- (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement;
- (j) Any responsibility for design or redesign of the system or the Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers;
- (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement;
- (l) Failure of Customer to follow manufacturer recommendations concerning overhaul and refurbishing of the Equipment;

- (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi;
- (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the scope of Trane's Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the scope of Services. Customer shall be responsible for the cost of any additional replacement refrigerant;
- (o) Operation of the equipment;
- (p) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Trane.

**9. Warranties.** (a) Trane manufactured material supplied and installed by Trane is warranted to be free from defect in material and manufacture for a period of twelve months from the earlier of the date of start-up or replacement and Trane's obligation under this warranty is limited to repairing or replacing the defective part at its option; (b) labor/labour is warranted (to have been properly performed) for a period of 90 days from completion and Trane's obligation under this warranty is limited to correcting any improperly performed labor/labour; and (c) non-Trane equipment and/or parts are not warranted by Trane and shall have such warranties as are extended to Trane by the respective manufacturer. Labor/labour to install parts supplied by Customer is not warranted by Trane. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. **THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

**10. Indemnity.** Trane and Customer shall indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or agents. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**11. Limitation of Liability.** NOTWITHSTANDING ANY CONTRARY PROVISION, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS), WHETHER CLAIMED UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY OR FACTS, OR PUNITIVE DAMAGES.

**12. Asbestos and Hazardous Materials.** Trane's services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Trane become aware of or suspect the presence of Hazardous Materials, Trane may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Trane (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Trane. Trane shall be required to resume performance of the services only when the affected area has been rendered harmless.

**13. Insurance.** Trane agrees to maintain insurance in the following minimum amounts during the Term: Commercial General Liability -- \$1,000,000 per occurrence; Automobile Liability -- \$1,000,000 CSL; Workers Compensation -- Statutory Limits. If Customer has requested to be named as an additional insured under Trane's insurance policy, Trane will do so but only to the extent of Trane's indemnity assumed under the indemnity provision contained herein. Trane does not waive any rights of subrogation.

**14. Force Majeure.** If Trane shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Trane's election (i) remain in effect but Trane's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Trane for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Trane. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Trane.

**15. Services Other Than Solely Scheduled Service.** If Trane's services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Trane being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Trane, unless approved by Trane in writing, may, at Trane's option, terminate Trane's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fee shall be made; and (c) Customer shall (i) promptly notify Trane of any unusual performance of Equipment; (ii) permit only Trane personnel to repair or adjust Equipment and/or controls during the Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**16. General.** To the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which work is performed. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. If any part of this Agreement is deemed to be unlawful, invalid, void or otherwise unenforceable, the rights

and obligations of the parties shall be reduced only to the extent required to remove the invalidity or unenforceability. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Trane. Subject to the foregoing, this Agreement benefit of the parties hereto and their permitted successors and assigns. Except as provided for Service Fee adjustments, no modifications, additions or changes may be made to this Agreement except in a writing signed by both parties. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Trane reserves the right to change the terms and conditions herein at any time upon written notice to Customer provided at least thirty days prior to the effective date of such changes.

**17. Equal Employment Opportunity/Affirmative Action Clause.** Trane is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**18. U.S. Government Work.** The following provision applies only to direct sales by Trane to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Trane agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Trane complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Trane to the US Government. As a Commercial Item Subcontractor, Trane accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Trane will have no obligations to Customer unless and until Customer provides Trane with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Trane of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Trane prior to providing any government official any information about Trane's performance of the work that is the subject of this offer or agreement, other than this written offer or agreement.

1-26.130-7 (0208)  
Supersedes 1-26.130-7 (0108)

End of the Agreement

# Appendix

**CONTENTS:**

Customer Service Flows



TRANE SELECT SERVICE AGREEMENT

## Customer Service Flows



### COMPREHENSIVE ANNUAL INSPECTION SERVICE ROT-310

1. Report in with the Customer Representative.
2. Record and report abnormal conditions, measurements taken, etc.
3. Review customer logs with the customer for operational problems and trends.
  1. **General Assembly**
    - a) Inspect for leaks and report leak check result.
    - b) Repair minor leaks as required (e.g. valve packing, flare nuts).
    - c) Calculate the refrigerant loss rate and report the results to the customer.
    - d) Check the condenser fans for clearances and free operation.
    - e) Check tightness of condenser fan motor mounting brackets.
    - f) Check the set screws on the fan shafts.
    - g) Visually inspect the condenser coil for cleanliness.
    - h) Verify the performance of the fan control inverter VFD, if applicable.
    - i) Grease bearings as required.
  2. **Controls and Safeties**
    - a) Inspect the control panel for cleanliness.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Verify the working condition of all indicator/alarm lights and LED/LCD displays.
    - d) Test oil pressure safety device (as required). Calibrate and record setting.
    - e) Test the operation of the chilled water pump starter auxiliary contacts.
  3. **Lubrication System**
    - a) Pull oil sample for spectroscopic analysis.
    - b) Test oil for acid content and discoloration.
    - c) Make recommendations to the customer based on the results of the test.
    - d) Verify the operation of the oil heaters.
  4. **Motor and Starter**
    - a) Clean the starter cabinet and starter components.
    - b) Inspect wiring and connections for tightness and signs of overheating and discoloration.
    - c) Check the condition of the contacts for wear and pitting.
    - d) Check contactors for free and smooth operation.
    - e) Check all mechanical linkages for wear, security and clearances.
    - f) Verify tightness of the motor terminal connections.
    - g) Meg the motor and record readings.
    - h) Verify the operation of the electrical interlocks.
    - i) Measure voltage and record. Voltage should be nominal voltage  $\pm 10\%$ .

---

**MID-SEASON RUNNING INSPECTION  
ROT-330**

1. Check the general operation of the unit.
2. Log the operating temperatures, pressures, voltages, and amperages.
3. Check the operation of the control circuit.
4. Check the operation of the lubrication system.
5. Check the operation of the motor and starter.
6. Analyze the recorded data. Compare the data to the original design conditions.
7. Review operating procedures with operating personnel.
8. Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected.

**TRACER 100 INSPECTION  
COMPREHENSIVE ANNUAL INSPECTION  
CNT-125**

1. Report in with the Customer Representative.
2. Review customer reports with the customer for operational problems and trends.

**1. Control Panel**

- a) Make a back-up copy of the Tracer program.
- b) Check for loose or damaged parts or wiring.
- c) Check for any accumulation of dirt or moisture. Clean if required.
- d) Verify proper electrical grounding.
- e) Verify control panel power supplies for proper output voltages.
- f) Inspect interconnecting cables and electrical connections.
- g) Verify that manual override switches are in the desired positions. (Tracer 100 card cage only, if applicable)
- h) Check the operation of all binary and analog outputs, if applicable. (Tracer 100 card cage only, if applicable.)
- i) Verify proper communication link operation between the control panel and external ICS devices.
- j) Calibrate control devices, if applicable.
- k) Verify the correct time and date.
- l) Check and update the holiday schedules and daylight savings time.
- m) Via terminal mode, view the event log and input/output points for any unusual
- n) status or override conditions.
- o) Check modem operation, if applicable.
- p) Clean the external surfaces of the panel enclosure.
- q) Review operating procedures with operating personnel.
- r) Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

**OIL SAMPLE/SPECTROGRAPHIC ANALYSIS  
ANL-110**

1. Pull oil sample for spectrographic analysis.

**GAS-FIRED BOILERS (LPHW)  
STARTUP / CHECKOUT PROCEDURE - BLR-120**

1. Verify full boiler.
2. Test the safety/relief valve after startup (full pressure test).
3. Clean or replace the fuel filters.
4. Clean the fuel nozzles.
5. Inspect, clean and functionally test the flame scanner and flame safeguard relay.
6. Clean and adjust the ignition electrode.
7. Replace the vacuum tube in flame safeguard control, if applicable.
8. Perform pilot turn down test.
9. Verify proper water flow through the boiler.
10. Perform combustion test and adjust the burner for maximum efficiency.

- 
11. Test the following items:
    - a) Firing rate
    - b) Fuel/air ratio
    - c) CO<sub>2</sub>
    - d) CO
    - e) NO<sub>x</sub>
    - f) Perform smoke test.
  12. Review operating procedures with operating personnel.
  13. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

**GAS-FIRED BOILERS (LPHW)  
SEASONAL SHUT-DOWN PROCEDURE  
BLR-150**

1. Shut down boiler at boiler controls.
2. Shut off fuel lines at main valves.
3. Drain down boiler and associated piping as necessary.
4. Review operating procedures with operating personnel.
5. Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Resolution No. 22-11 Approving an Agreement by and  
between the County of Monroe, IL and the City of Waterloo, IL for Coordinated  
Communications Services for a Three-Year Term to Expire on September 30, 2025.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 08-10-22  
  
Submitted by: \_\_\_\_\_  
Alderman Heller, Finance Committee Chairman  
Shawn Kennedy, Collector / Budget Officer  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor

**RESOLUTION NO. 22-11**

**A RESOLUTION APPROVING AN AGREEMENT BY AND BETWEEN THE COUNTY OF MONROE, IL AND THE CITY OF WATERLOO, IL FOR COORDINATED COMMUNICATIONS SERVICES FOR A THREE-YEAR TERM TO EXPIRE SEPTEMBER 20, 2025.**

**WHEREAS**, attached is a proposed Agreement for the coordination of communications services between the County of Monroe, Illinois and the City of Waterloo, Illinois; and,

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

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

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 15<sup>th</sup> day of August, 2022.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Thomas Smith, Mayor  
City of Waterloo, IL

**ATTESTED:**

\_\_\_\_\_  
Mechelle Childers, City Clerk  
City of Waterloo, IL

**AGREEMENT BY AND BETWEEN THE COUNTY OF MONROE, ILLINOIS  
AND THE CITY OF WATERLOO, ILLINOIS FOR COORDINATED  
COMMUNICATIONS SERVICES**

THIS AGREEMENT, made and entered into as indicated by the date of the latter signature herein between County of Monroe, Illinois hereinafter referred to as **COUNTY**, and City of Waterloo, Illinois, hereinafter referred to as **SERVICE RECIPIENT**.

**WHEREAS**, **COUNTY** holds a license from the Federal Communications Commission and there under operates radio stations in the performance of its duties of law enforcement, and has offered to perform certain communications services for various cities, villages, municipalities, fire districts, fire departments, EMS departments, EMS districts, federal agencies and county agencies;

**WHEREAS**, the **SERVICE RECIPIENT** wishes to avail itself of the 9-1-1 and various communications services offered by Monroe County, including telephones, radio, paging, and computerized criminal histories (LEADS) and other services. LEAD services will apply to law enforcement services only;

**WHEREAS**, the **SERVICE RECIPIENT** may own and/or operate certain communications equipment which it desires to use in connection therewith;

**NOW, THEREFORE**, this Agreement has been entered into by the undersigned in order to accomplish the aforementioned purposes.

1. COUNTY shall provide 9-1-1 and non-emergency telephone call processing and radio dispatching to and from the **SERVICE RECIPIENT'S** telephones, radios and computers. The services provided shall include but not be limited to the following: 9-1-1 calls, administrative non-emergency calls, police calls, City utility calls, and contacts to non-local police, fire, & EMS in certain emergency situations. The County shall gather details pertinent to officers safety and transfer same to officers and provide status checks while officers are on calls. County will also check warrant lists for active warrants. County shall dispatch police to all fire and EMS calls within the city limits of Waterloo.

County shall directly contact **SERVICE RECIPIENT** utility departments on “after hours” and weekend calls regarding utilities. County shall create a record on natural gas calls dispatched to the City Underground Utility department. Service Recipient shall provide a utility call-out list of contacts for specific departments to dispatch.

2. **COUNTY** shall perform the services provided for in this Contract, in compliance with the standards of Monroe County Government, the Emergency Telephone Systems Act, ETSB Interagency Agreements and all applicable laws.
3. The **SERVICE RECIPIENT** shall comply with all regulations set forth by the FCC and those rules and regulations set by Monroe County ETSB (pertaining to 9-1-1 services) and Monroe County Government.
4. The **SERVICE RECIPIENT** shall pay Monroe County:
  - A. From October 1, 2022 thru September 30, 2023 the sum of \$235,750 per year, payable in monthly installments.
  - B. From October 1, 2023 thru September 30, 2024 the sum of \$259,325 per year, payable in monthly installments.
  - C. From October 1, 2024 thru September 30, 2025 the sum of \$282,664 per year, payable in monthly installments.
5. The **COUNTY** shall send an invoice for a month’s services within one week of the services being rendered and the invoice shall be payable on or before the 15<sup>th</sup> day of the month following the month in which the invoice was sent. For example, an invoice for January services shall be sent to the **SERVICE RECIPIENT** on or before the 7<sup>th</sup> day of February and shall be due and payable on or before the 15<sup>th</sup> day of March. Late payments will be assessed a 1.5% penalty for each month or part thereof that the invoice remains unpaid.

6. The **COUNTY** and the **SERVICE RECIPIENT** shall confer commencing June 1, 2025 toward a goal of extending this agreement, for the benefit of the citizens of the County of Monroe, including those of the City of Waterloo.

**ACCEPTED:**

**City of Waterloo, Illinois**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Monroe County, Illinois**

**By** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_


AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Ordinance No. 1858 Approving the Naming of an Alley  
located in the City of Waterloo, Illinois, to Firehouse Lane.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 08-02-22  
  
Submitted by: \_\_\_\_\_  
Alderman Darter, Ordinance Committee Chairman  
Nathan Krebel, Subdivision & Zoning Administrator  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor

**ORDINANCE NO. 1858**

**AN ORDINANCE NAMING AN ALLEY LOCATED IN THE CITY OF WATERLOO, ILLINOIS, TO FIREHOUSE LANE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, ILLINOIS AS FOLLOWS:**

**SECTION ONE.** An alley (running north, south, east and west) located in the City of Waterloo, IL as shown on attached Exhibit A, is hereby named Firehouse Lane.

**SECTION TWO.** A copy of this ordinance shall be sent to the election authorities having jurisdiction in the area of the aforementioned alley, the post office branch serving the area in which the aforementioned alley is located and the 911 emergency office having jurisdiction in the area of the aforementioned alley by certified mail as soon as practicable after this ordinance is passed by City Council.

**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 15<sup>th</sup> day of August, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 15<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
THOMAS SMITH, Mayor  
City of Waterloo, Illinois

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

\_\_\_\_\_  
MECHELLE CHILDERS, City Clerk  
City of Waterloo, Illinois



-90.150258 38.338299 Degrees

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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Ordinance No. 1859 Approving the Naming of an Alley  
located in the City of Waterloo, Illinois, to Watertower Lane.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_
4. Submittal date: 08-02-22  
  
Submitted by: \_\_\_\_\_  
Alderman Darter, Ordinance Committee Chairman  
Nathan Krebel, Subdivision & Zoning Administrator  
\_\_\_\_\_

DISPOSITION

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



\_\_\_\_\_  
Mayor

**ORDINANCE NO. 1859**

**AN ORDINANCE NAMING AN ALLEY LOCATED IN THE CITY OF WATERLOO, ILLINOIS, TO WATERTOWER LANE.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, ILLINOIS AS FOLLOWS:**

**SECTION ONE.** An alley (running north, south, east and west) located in the City of Waterloo, IL as shown on attached Exhibit A, is hereby named Watertower Lane.

**SECTION TWO.** A copy of this ordinance shall be sent to the election authorities having jurisdiction in the area of the aforementioned alley, the post office branch serving the area in which the aforementioned alley is located and the 911 emergency office having jurisdiction in the area of the aforementioned alley by certified mail as soon as practicable after this ordinance is passed by City Council.

**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 15<sup>th</sup> day of August, 2022, pursuant to a roll call vote as follows:

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

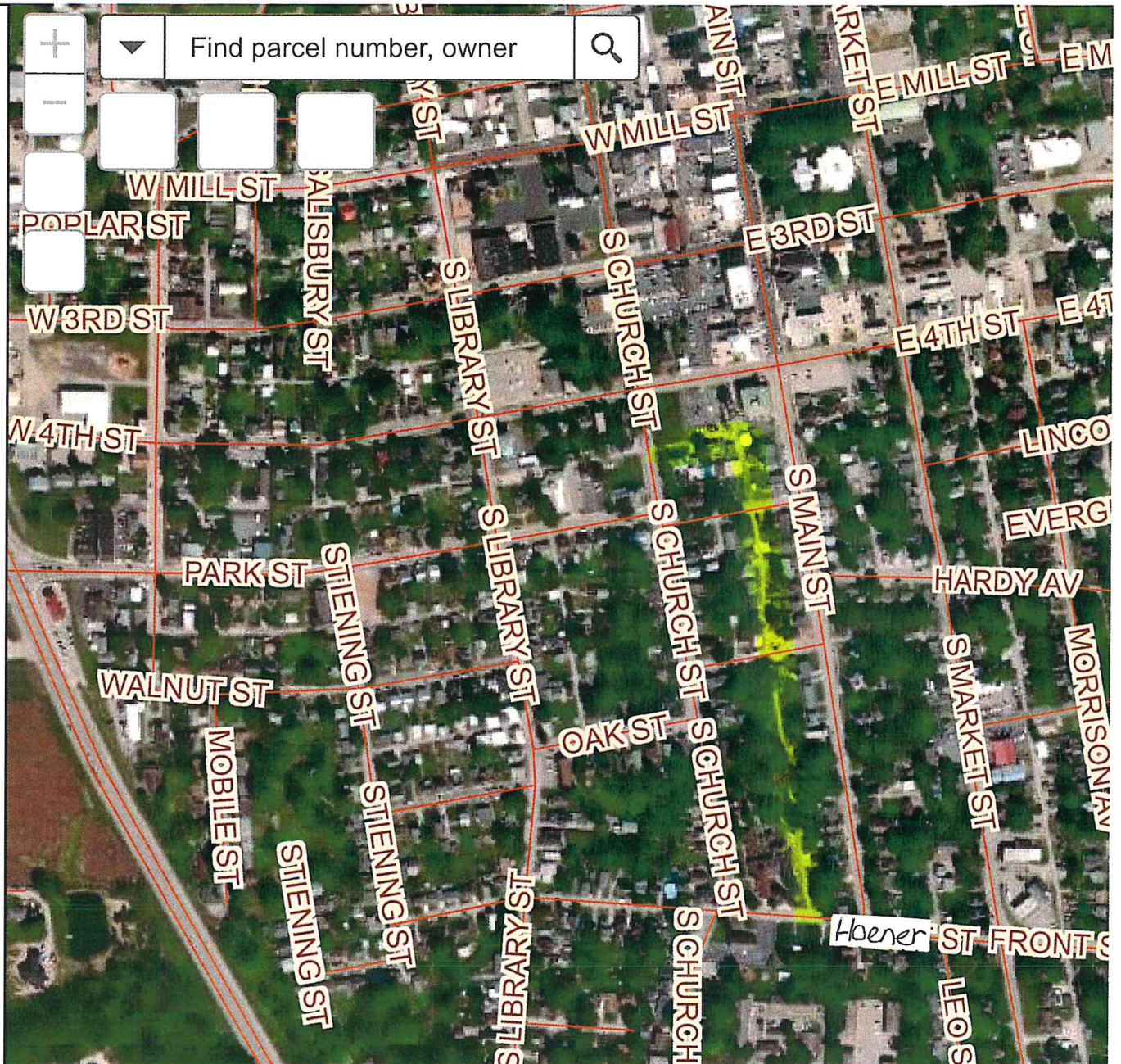
**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 15<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
THOMAS SMITH, Mayor  
City of Waterloo, Illinois

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

\_\_\_\_\_  
MECHELLE CHILDERS, City Clerk  
City of Waterloo, Illinois



600ft

-90.150177 38.330317 Degrees

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:

August 15, 2022

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Ordinance No. 1860 Amending the City of Waterloo,  
Illinois, Revised Code of Ordinances, Chapter 24 Motor Vehicle Code, Article VIII  
Traffic Schedules, Schedule A: Stop & Through Intersections, and Schedule C: Four-  
Way Stop Intersections, for Firehouse Lane and Watertower Lane.

3. Relief or action to be requested:

Approval.

4. Submittal date: 08-02-22

Submitted by:

Alderman Darter, Ordinance Committee Chairman

Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

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

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

         Matter referred to   



Mayor

**ORDINANCE NO. 1860**

**AN ORDINANCE AMENDING THE CITY OF WATERLOO, ILLINOIS, REVISED CODE OF ORDINANCES, CHAPTER 24 MOTOR VEHICLE CODE, ARTICLE VIII TRAFFIC SCHEDULES, SCHEDULE A: STOP & THROUGH INTERSECTIONS, AND SCHEDULE C: FOUR-WAY STOP INTERSECTIONS, FOR FIREHOUSE LANE AND WATERTOWER LANE.**

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

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

**SCHEDULE "A"**

**STOP AND THROUGH INTERSECTIONS**

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

<u>STOP STREET (DIRECTION)</u>		<u>THROUGH STREET,</u> the following:
1. Firehouse Lane (eastbound)	at	N. Main Street
2. Firehouse Lane (southbound)	at	W. First Street
3. Watertower Lane (westbound)	at	S. Church Street
4. Watertower Lane (southbound)	at	Park Street
5. Watertower Lane (northbound)	at	Park Street
6. Watertower Lane (southbound)	at	Elm Street
7. Watertower Lane (northbound)	at	Elm Street
8. Watertower Lane (southbound)	at	Hoener Street

**SECTION TWO.** Schedule "C" of Chapter 24 of the City Code of the City of Waterloo, Illinois entitled "MOTOR VEHICLE CODE" referring to four-way stop intersections as mentioned in Sections 24-3-1 and 24-3-3 of said Code, is amended by the following change under the caption and language, to-wit:

**SCHEDULE "C"**

**FOUR-WAY STOP INTERSECTIONS**

The following are hereby designated as Four-Way Stop Intersections, to-wit:

<u>STOP STREET (DIRECTION)</u>	<u>INTERSECTION STREET,</u> the following:
Magnolia Avenue	Firehouse Lane

~~Alley intersecting Magnolia  
Avenue at 100 block of  
Magnolia Avenue~~

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

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

**PASSED** this 15<sup>th</sup> day of August, 2022, pursuant to a roll call vote as follows:

**YEAS:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTENTION:** \_\_\_\_\_

**APPROVED** by me this 15<sup>th</sup> day of  
August, 2022.

\_\_\_\_\_  
THOMAS SMITH, Mayor  
City of Waterloo, Illinois

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

\_\_\_\_\_  
MECHELLE CHILDERS, City Clerk  
City of Waterloo, Illinois



S Main

City Hall

Stop 4 Thru  
Water Tower Lane (westbound)  
at S. Church St.

NEW  
STOP

NEW  
STOP  
Stop 4 Thru  
Water Tower Lane (northbound)  
at Park St.

NEW  
STOP  
Stop 4 Thru  
Water Tower Lane (northbound)  
at Elm St.

NEW  
STOP  
Stop 4 Thru  
Water Tower Lane (northbound)  
at Park St.

NEW  
STOP  
Stop 4 Thru  
Water Tower Lane (northbound)  
at Elm St.



Water Tower Lane

[illegible]

STOP

Stop & Thru  
Watertown Ln.  
(southbound)  
+ Haver Street

1. Request is made for placement on the agenda for meeting to be held on:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Approval of the Purchase of Four Life Size Soldier  
Statues from SVJ Creative Designs at a cost not to exceed \$25,000.00  
to be paid from Gambling Proceeds.
3. Relief or action to be requested:  
Approval
4. Submittal date: August 9, 2022  
  
Submitted by:  
Sarah Deutch

## DISPOSITION

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

1. 1. 1. 1.

Mayor

SVJ Creative Designs

62099 Hwy 42

Kellogg, MN 55945

507-767-3039

www.svjcreativedesigns.com

## Quote

Date	Quote #
8/8/2022	2968

Name / Address
City of Waterloo, Illinois Mayor Smith 100 W. 4th Street Waterloo, IL 62298 618-939-8600

Rep	Project
SAS	

Description	Qty	U/M	Total
WWII LIFE SIZE SOLDIER, 78"H x 32" W x 32"D, xx Pounds, Two tone	1		4,250.00
WWII LIFE SIZE SOLDIER, 78"H x 32" W x 32"D, xx Pounds, Two tone	1		4,250.00
Life-size Female Soldier 70"H x 32"W x 32"D, approximately 800 pounds, Two Toned Brassy/Bronze	1		4,250.00
Life-size Soldier Overall height of 75", Weight: 1200 Pounds Base is 32" x 32" x 4" Mold Run Finish	1		4,250.00
Delivery			4,375.00
Adhesive glue will be charged after knowing how much gets used for setting when delivering. 1/2 down is due when ordering.			
<b>Total</b>			\$21,375.00

**AGENDA REQUEST**

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

1. Request is made for placement on the agenda for meeting to be held on:  
08/15/2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Authorizing the IMRF Granting of Service Credits  
to Alex P. Bishop for Out-Of-State Service with the Out-Of-State governmental  
unit, O.P.E.R.S.
3. Relief or action to be requested:  
Approval and Clerk's Signature.
4. Submittal date: 08/10/2022  
  
Submitted by:  
HR Coordinator, Jessica Rucks

**DISPOSITION**

5. X 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



# OUT-OF-STATE CREDIT AUTHORIZATION

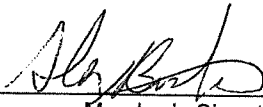
IMRF Form 6.33 (Rev. 06/09)

INSTRUCTIONS AND REQUIREMENTS ON REVERSE SIDE  
PLEASE PRINT

Member's First Name Alex P. Bishop	Middle Initial	Last Name	IMRF Member ID or Last 4 Digits of SSN
Member Mailing Address		City, State, and ZIP	Current Position Underground Utility Operator
Current Employer Name City of Waterloo			Employer Number

**Certification by Member**  
I certify that I was an employee of Village of West Jefferson Ohio,  
Ohio, from 09/25/2019 to 07/05/2022,  
in the position(s) of Assistant Wastewater Superintendent, Water Superintendent,  
such service having been covered under O.P.E.R.S.,  
whose address is 277 E. Town Street Columbus, OH 43215,  
and that I have irrevocably forfeited all service credits in said pension system and am not entitled to benefits of any type therefrom. I understand that no service credit will be established under the Illinois Municipal Retirement Fund until I have made the required payment to IMRF.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Member's Daytime Telephone No.

**This portion of the form is not enterable; must be filled out manually by Governing Body.**

**Certification by Clerk or Secretary of Governing Body**  
I certify that a regular or special meeting held on \_\_\_\_\_, the \_\_\_\_\_  
of \_\_\_\_\_ authorized the granting of service credits for out-of-state service with  
the out-of-state governmental unit named herein from \_\_\_\_\_ to \_\_\_\_\_ (not to exceed 120  
months for the above named member).

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk or Secretary

\_\_\_\_\_  
Signature

## Illinois Municipal Retirement Fund

2211 York Road, Suite 500, Oak Brook Illinois 60523-2374, 630/368-1010

Member Services Representatives 1-800/ASK-IMRF (1-800-275-4673)

**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:  
08/15/2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Authorizing the IMRF Granting of Service Credits  
to Timothy J. Birk for Out-Of-State Service with the Out-Of-State governmental  
unit, LAGERS.
3. Relief or action to be requested:  
Approval and Clerk's Signature.
4. Submittal date: 08/11/2022  
  
Submitted by:  
HR Coordinator, Jessica Rucks

**DISPOSITION**

5. X 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



# OUT-OF-STATE CREDIT AUTHORIZATION

IMRF Form 6.33 (Rev. 06/09)

INSTRUCTIONS AND REQUIREMENTS ON REVERSE SIDE  
PLEASE PRINT

Member's First Name <u>Timothy</u>	Middle Initial <u>J.</u>	Last Name <u>Birk</u>	IMRF Member ID or Last 4 Digits of SSN
Member Mailing Address			Current Position <u>Director of Public Works</u>
Current Employer Name <u>City of Waterloo</u>			Employer Number

**Certification by Member**  
I certify that I was an employee of City of Crestwood  
Missouri from 2/6/86 to 10/31/93  
Name of State Date Name of Local Government Date  
in the position(s) of Assistant Director of Public Works  
such service having been covered under Lagers  
701 West Main Street Name of Public Employee Pension System  
whose address is P.O. Box 1665 Jefferson City Mo. 65102  
Street City State Zip Code  
and that I have irrevocably forfeited all service credits in said pension system and am not entitled to benefits of any type therefrom. I understand that no service credit will be established under the Illinois Municipal Retirement Fund until I have made the required payment to IMRF.  
8/11/2022 Timothy Birk \_\_\_\_\_  
Date Member's Signature Member's Daytime Telephone No.

**This portion of the form is not enterable; must be filled out manually by Governing Body.**

**Certification by Clerk or Secretary of Governing Body**  
I certify that a regular or special meeting held on \_\_\_\_\_, the \_\_\_\_\_  
Date Name of Governing Body  
of \_\_\_\_\_ authorized the granting of service credits for out-of-state service with  
Name of Governmental Unit  
the out-of-state governmental unit named herein from \_\_\_\_\_ to \_\_\_\_\_ (not to exceed 120  
Date Date  
months for the above named member).  
\_\_\_\_\_  
Date Clerk or Secretary Signature

## Illinois Municipal Retirement Fund

2211 York Road, Suite 500, Oak Brook Illinois 60523-2374, 630/368-1010

Member Services Representatives 1-800/ASK-IMRF (1-800-275-4673)

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:

August 15, 2022

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Solicitation Request from the Waterloo  
Lions Club for their Annual "Candy Days" Fundraiser to be held on Friday, October  
14, 2022 and Saturday, October 15, 2022, at the Intersections of Main / Mill, and  
Rogers / Hamacher.

3. Relief or action to be requested:

Approval.

4. Submittal date: 08-03-22

Submitted by:

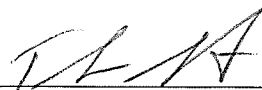
Kenneth Jackson & Luanne Ragland, Waterloo Lions Club

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

# **WATERLOO LIONS CLUB**



**P O BOX 254  
WATERLOO IL 62298**

August 3, 2022

Tammy Kujawa  
City Hall  
100 W 4<sup>th</sup> St  
Waterloo, IL 62298

Tammy Kujawa:

Once again it is that time of the year which the Waterloo Lions Club would like to schedule their annual Candy Days fundraiser on October 14 and 15, 2022. We would like to request permission to collect as follows:

Intersection of Main & Mill – Friday, October 14 from 7:00 am – 9:00 am,  
Friday, October 14 from 4:00 pm – 6:00 pm, and  
Saturday, October 15 from 9:00 am – 2:00 pm

Intersection of Rogers & Hamacher – Friday, October 14 from 4:00 pm – 6:00 pm and  
Saturday, October 15 from 9:00 am – 2:00 pm

This fundraiser is sponsored by the Lions of Illinois Foundation. The proceeds are used for the under-privileged who are hearing impaired or those having vision problems.

We are requesting a solicitation permit for this fundraiser to canvass all businesses and in the city of Waterloo. Also, I will send a new copy of the certificate of liability insurance after September 1st. Each year it expires September 1<sup>st</sup>.

Thank you.

Sincerely yours,

Lion Kenneth Jackson &  
Luanne Ragland, co-chairpersons  
Waterloo Lions Club

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:  
August 15, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on a Special Event Permit Application from WCUSD#5 for  
their Annual Bulldog Color Run to be held on October 15, 2022, 5:30 p.m. to 7:30  
p.m., to include the partial closures of First, Hamacher, Rogers and Fourth Streets and  
Bellefontaine Drive.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 08-02-22  
  
Submitted by: \_\_\_\_\_  
Jessica Washausen, WCUSD#5  
\_\_\_\_\_  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor



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

## SPECIAL EVENT PERMIT APPLICATION

### Instructions to Applicant:

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

1. Event Name / Type: WCUSD5 Color Run  
Location of Event: Soccer Field near Gardner & Rogers Elementary  
Roads around schools
2. Set-Up  
Date / Time: 10/15/22 4:30 PM Clean-Up  
DATE TIME DATE TIME Date / Time: 10/15/22 7:00 PM  
DATE TIME DATE TIME
3. Event Beginning  
Date / Time: 10/15/22 5:30 PM Event Ending  
DATE TIME DATE TIME Date / Time: 10/15/22 7:30 PM  
DATE TIME DATE TIME
4. Organization Name: WCUSD5  
Mailing Address: 302 Bellefontaine Dr. Waterloo, IL 62298  
Street City State Zip  
Phone Number: 618-939-3453 Email Address: jwashausen@wcusd5.net  
Not For Profit Status: Yes ☒ No ☐ ID # E994-2941-07
5. Person in Charge of Event: Jessica Washausen  
Mailing Address: 302 Bellefontaine Dr. Waterloo, IL 62298  
Street City State Zip  
Cell Phone Number: \_\_\_\_\_ Email Address: jwashausen@wcusd5.net
6. Secondary Contact Person: Justin Imm  
Mailing Address: 301 Hamacher St. Waterloo, IL 62298  
Street City State Zip  
Cell Phone Number: \_\_\_\_\_ Email Address: jimm@wcusd5.net

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

A. Narrative of Event: <i>Students, parents, staff, &amp; community members will run around the course around the four schools. We will have locations for them to be sprayed w/ color in grassy areas.</i>	
B. Number of People Expected: <i>200?</i>	<i>End of event is a color run on the soccer field.</i>
C. Sketch Plan of Site or Route of Walk/Run (Downtown or Rogers St.) including marked locations of trash cans / dumpster, sanitary facilities, barricades and street closures. Attached <input checked="" type="checkbox"/>	
D. Will there be inflatable jumpers/bounce houses or amusement rides: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> • If yes, Proof of Liability Insurance must include inflatables.	
E. Liquor License information for beer sales (hours of sale and license number): <i>N/A</i>	
F. Special Needs (i.e. Police, Street Dept., Electric – outlets, sound system): <i>We will need the streets blocked off for the runners.</i>	

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

Received \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

*Jessica Washawski* 8/2/22  
Signature of person in charge of event Date of Submission

For office use only

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

Approved by City Council: Yes ☐ No ☐ Date \_\_\_\_\_

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



**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:  
08/15/2022  
(Date)
2. Description of matter to be placed on agenda:  
Executive Session for the Discussion of Personnel as Provided for by 5 ILCS  
120/2(c)(1) and Imminent Litigation as per 5 ILCS 120/2(c)(11).
3. Relief or action to be requested:  
Approval.
4. Submittal date: 08/12/2022  
  
Submitted by:  
HR Coordinator, Jessica Rucks

**DISPOSITION**

5. X 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