

## **WATERLOO CITY COUNCIL**

### **Regular Meeting Agenda**

Location: Waterloo City Hall - Council Chambers  
100 W. Fourth St., Waterloo, IL

Date: Monday, November 07, 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 Director of Public Works.
  - E. Report of Chief of Police.
  - F. Report of City Attorney.
  - G. Report and Communication by Mayor.
    1. Presentation of Certificates of Appreciation by Gibault Men's Club to Recipients, Mayor Tom Smith and Mr. George Obernagel.
    2. Waterloo Beautification Grant Check Presentation to George Obernagel, Uncle John's RRR Bar, for property located at 141 S. Main 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 Ordinance No. 1864 Amending the City of Waterloo, IL Revised Code of Ordinances, Chapter 40 Zoning, Sections 40-2-3(B), 40-3-2 and 40-4-10 regarding Residential Greenhouses.
  - B. Consideration and Action on Resolution No. 22-14 Authorizing the Execution of a Farm Contract between the City of Waterloo, IL and Norman & Edward Schaefer for the Right to Farm Land on 53.04 acres of Property.
  - C. Consideration and Action on Resolution No. 22-15 Authorizing the Execution of a Farm Contract between the City of Waterloo, IL and J & J Septic and Sewer Cleaning, LLC for the Right to Farm Land on 55.37 acres of Property.
11. Unfinished Business.
12. Miscellaneous Business.
  - A. Consideration and Action on Warrant No. 619.
  - B. Consideration and Action on Renewal of Liability and Worker's Compensation, Equipment Breakdown, and Cyber Liability Insurance Coverage with IMLRMA.
  - C. Consideration and Action on Approval of a Special Use Permit to allow two Self-Storage Unit Buildings at 1329 North Illinois Route 3, Parcel No. 07-13-101-007-000 and 1324 Jamie Lane, Parcel No. 07-13-101-004-000 in the B-2 Zoning District, as permitted by 40-2-3(B) as requested by petitioner, Chris Kalbfleisch.
  - D. Consideration and Action on Executive Session for the Discussion of Personnel as Provided for by 5 ILCS 120/2(c)(1).
  - E. Consideration and Action on Contract with SIU Health Care.
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

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### **DATES TO REMEMBER**

Nov. 08, 2022 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.  
Nov. 09, 2022 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.  
Nov. 11, 2022 – City Offices Closed for Veteran's Day.  
Nov. 14, 2022 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.  
Nov. 17, 2022 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.  
Nov. 21, 2022 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.  
Nov. 22, 2022 – American Legion Meeting, Waterloo City Hall: 2<sup>nd</sup> Floor, 7:00 p.m.

**MINUTES OF THE  
CITY COUNCIL MEETING  
OCTOBER 17, 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.  
Alderman Darter requested Miscellaneous Business Items 12C and 12E be removed from the agenda.  
Motion made by Alderman Row and seconded by Alderman Kyle Buettner to remove Miscellaneous Business Items 12C and 12E from the agenda.  
Motion passed unanimously by voice vote.
5. Approval of Minutes as Written or Amended.  
Approval of City Council Meeting Minutes dated 10-03-22. Motion made by Alderman Darter and seconded by Alderman Row to approve the City Council Meeting Minutes from 10-03-22. 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 of Morrison Avenue expressed safety concerns regarding the traffic on their street citing speeding and increased traffic before and after school. The 600 block of Morrison is especially concerning since there is no sidewalk. A speed trailer was used last week, but the results have not yet been compiled. Police Chief Prosisie stated he would have the officers conduct extra patrols in the area and run police radar.
7. Reports and Communications from the Mayor and other City Officers.
  - A. Report of Collector.  
The report is in the packet.  
Motion to accept the Collection Report was made by Alderman Notheisen and seconded by Alderman Row. Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting 'yea'.
  - B. Report of Treasurer.
    1. Monthly Treasurer's Report.  
The report is in the packet. Motion to accept the report made by Alderman Notheisen and seconded by Alderman Kyle Buettner. Motion passed unanimously with Aldermen Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller voting 'yea'.
    2. Annual Treasurer's Report.  
The report is in the packet. Motion to accept the report made by Alderman Darter and seconded by Alderman Row. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting 'yea'.
  - C. Report of Subdivision and Zoning Administrator.  
The report is in the packet.
  - D. Report of Building Inspector / Code Administrator.  
The report is in the packet.
  - E. Report of Director of Public Works.  
The Mill Street sidewalk project is progressing well and should be complete by Thanksgiving. Mr. Dennis Bullock, business owner of 'Waterloo Mercantile' and 'The Nursery', expressed safety concerns with the sidewalks being under construction for Witches Night Out on 10/20/22 and for individuals wanting to shop at 'The Nursery'.

- F. Report of Chief of Police.
- North Market will be closed on 10-18-22 for the Queen of Hearts Drawing from 4:30 to 8PM. The street closure will be from First to Fourth Street.
- G. Report of City Attorney. No report.
- H. Report and Communication by Mayor.
1. Presentation of Certificates of Appreciation by Gibault Men’s Club to Recipients, Mayor Tom Smith and Mr. George Obernagel.  
Gibault Men’s Club was not present to accept the certificate of appreciation.
  2. Presentation of Certificate of Commendation to Pastor Tony Troup for 26 Years of Service with the Immanuel Lutheran Church in Waterloo, IL.
  3. Firebird Fest will return to Waterloo in 2023.
  4. Request for a resolution for no open burning while Waterloo is under a red flag alert.  
A motion was made by Alderman Row and seconded by Alderman Notheisen to approve a Resolution to ban open burning until further notice.  
Motion passed unanimously with Aldermen Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter and Kyle Buettner voting ‘yea’.
8. Report of Standing Committees. None.
9. Report of Special Committees. None.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
- A. Consideration and Action on Resolution No. 22-13 Appointing an Authorized Agent of the City of Waterloo to the Illinois Municipal Retirement Fund.  
Mayor Smith stated he would appoint Shawn Kennedy as the authorized agent.  
Motion made by Alderman Heller and seconded by Alderman Row on approving Resolution No. 22-13 Appointing an Authorized Agent of the City of Waterloo to the Illinois Municipal Retirement Fund.  
Motion passed unanimously with Aldermen Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner and Row voting ‘yea’.
- B. Consideration and Action on Ordinance No. 1862 Approving the Sale of Miscellaneous Equipment Owned by the City of Waterloo, Illinois.  
Motion made by Alderman Heller and seconded by Alderman Hopkins on approving Ordinance No. 1862 Approving the Sale of Miscellaneous Equipment Owned by the City of Waterloo, Illinois.  
Motion passed unanimously with Aldermen Heller, Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner and Row voting ‘yea’.
- C. Consideration and Action on Ordinance No. 1863 Amending the City of Waterloo, IL Revised Code of Ordinances, Chapter 1 Administration, Section 1-3-1 Salaries of City Officials.  
Motion made by Alderman Darter and seconded by Alderman Heller on approving Ordinance No. 1863 Amending the City of Waterloo, IL Revised Code of Ordinances, Chapter 1 Administration, Section 1-3-1 Salaries of City Officials.  
The Aldermen voted as follows:  
YES – Darter, Kyle Buettner, Heller, Notheisen, Matt Buettner and Trantham.  
NO – Row and Hopkins.  
Motion passed by a vote of 6 to 2.
11. Unfinished Business. None.
12. Miscellaneous Business.
- A. Consideration and Action on Approval of a Special Event Permit Application from GLOW for their Annual GLOW Lighted Holiday Parade to be held on Saturday, November 26, 2022, 5:30 p.m. to 6:30 p.m. with the Closure of Columbia Avenue, N. Main Street & W. Mill Street along the Parade Route.

Motion made by Alderman Notheisen and seconded by Alderman Darter on Approval of a Special Event Permit Application from GLOW for their Annual GLOW Lighted Holiday Parade to be held on Saturday, November 26, 2022, 5:30 p.m. to 6:30 p.m. with the Closure of Columbia Avenue, N. Main Street & W. Mill Street along the Parade Route.

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

- B. Consideration and Action on Approval of a Special Event Permit Application from Waterloo Citizens for a Pool for their Annual 5K Run / Walk to be held on March 18, 2023, 9 a.m. to 10:30 a.m., with the Closure of Third Street between Market Street and Main Street.

Motion made by Alderman Darter and seconded by Alderman Matt Buettner on Approval of a Special Event Permit Application from Waterloo Citizens for a Pool for their Annual 5K Run / Walk to be held on March 18, 2023, 9 a.m. to 10:30 a.m., with the Closure of Third Street between Market Street and Main Street.

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

- C. Consideration and Action on Executive Session for the Discussion of 1) Collective Negotiating Matters; and, 2) Pending Litigation as per 5 ILCS 120/2(c)(2) and (11) Respectively.

Item was withdrawn from the agenda.

- D. Consideration and Action on Recommendation from Personnel Committee to Approve Memorandum of Understanding and Settlement Agreement with IBEW Local 309 and Authorizing Mayor to Execute said Documents.

Motion made by Alderman Row and seconded by Alderman Kyle Buettner on approving a Recommendation from Personnel Committee to Approve Memorandum of Understanding and Settlement Agreement with IBEW Local 309 and Authorizing Mayor to Execute said Documents.

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

- E. Consideration and Action on Approval of the Appointment of a Grievance Officer.  
Withdrawn from the agenda.

Motion made by Alderman Notheisen and seconded by Alderman Darter to reinstate item 12C (2) Consideration and Action on Executive Session for the Discussion of Pending Litigation as per 5 ILCS 120/2(c)(2) and (11) Respectively.

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

Entered into Executive Session at 8:11 p.m.

Adjourned Executive Session at 8:30 p.m.

Motion to Resume Session made by Alderman Matt Buettner and seconded by Alderman Darter. Motion passed by unanimous voice vote

Returned to regular session at 8:31 p.m.

13. Discussion of Matters by Council Members Arising After Agenda Deadline.  
**Mayor Smith** reminded everyone that *Trunk or Treat* is October 31, 2022 in downtown Waterloo.
14. Motion to Adjourn made by Alderman Kyle Buettner and seconded by Alderman Matt Buettner. Motion passed with a unanimous voice vote. Mayor Smith adjourned the meeting at 8:32 p.m.

**Mechelle Childers - City Clerk**



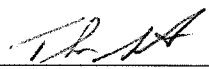
AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:  
November 07, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Presentation of Certificates of Appreciation by Gibault Men's Club to Recipients,  
Mayor Tom Smith and Mr. George Obernagel.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Presentation of Certificates.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 10-18-22  
  
Submitted by:  
Gibault Men's 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

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:  
November 07, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Waterloo Beautification Grant Check Presentation to George Obernagel, Uncle  
John's RRR Bar, for property located at 141 S. Main Street.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Check Presentation.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 10-27-22  
  
Submitted by: \_\_\_\_\_  
Alderman Hopkins, Waterloo Beautification Cmte 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



**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.

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**Applicant Name:** George Obenmayer Name Telephone #

**Applicant Address:** \_\_\_\_\_ street \_\_\_\_\_ Zip Code

**Name of Business:** Uncle John's R.R. Pub

**Business Description:** Bar + Restaurant Business Phone #

**Business Address:** 141 South Main 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

**CITY OFFICES**

100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600

Thomas G. Smith, Mayor

Total project cost: \$ 32,000

Funds requested: \$ 10,000

( \$10,000.00 maximum reimbursement - see matching  
reimbursement rules)

Start date: \_\_\_\_\_

Completion date: \_\_\_\_\_

Project description: (attach additional pages if necessary)

Touch paint wall south side of Buddi work on  
windows, doors, fire escape. Clean well head

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

[Signature]  
Applicant Signature

5-25-2022  
Date

Recipient's Name to be on Reimbursement Check: \_\_\_\_\_

Please Note: Recipient must be available for check presentation at the City Council Meeting.

**CITY OF WATERLOO USE ONLY**

**APPROVED - BUILDING INSPECTOR**

Nath Hubel  
Authorized signature

5-02-2022  
Date

**APPROVED - BEAUTIFICATION COMMITTEE**

[Signature]  
Authorized signature

5-02-2022  
Date



5-02-2022





Gallagher Bros Construction  
5400 Magnolia Ave  
Saint Louis, MO 63139 US  
314-646-8015



## INVOICE

**BILL TO**  
OG2X LLC  
141 S. Main Street  
Waterloo, IL 62298

**INVOICE #** GBC2200  
**DATE** 10/13/2022  
**DUE DATE** 10/13/2022

ACTIVITY	QTY	RATE	AMOUNT
<b>Per Contract</b>	1	31,000.00	31,000.00
Includes:			
tuckpointing - 1600 sf			
lift rental - 2 months			
fuel for lift			
replacement bricks			
paint removal from stone foundation wall			
replacement stones on foundation wall			
3rd floor window frame repairs			
3rd floor window wraps			
fire escape repairs			
fire escape painting			
acid wash entire facade wall & stone foundation			
entire wall painting - 2 coats			
custom 3rd floor exterior door - material ordered			
<b>Payments</b>	1	-31,000.00	-31,000.00
business check			

Thank you for your business!!

**BALANCE DUE**

**\$0.00**



10-26-2022







**CITY OFFICES**  
100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600  
Thomas G. Smith, Mayor

**AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGE ACT**

WHEREAS, OG2X CCC, has been awarded a "facade grant" by the City of Waterloo, Illinois; and,

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

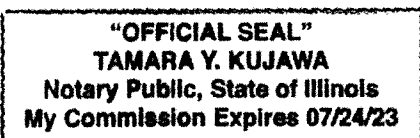
WHEREAS, OG2X CCC, now seeks reimbursement for work performed pursuant to the "facade grant" program; and,

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

THEREFORE, OG2X CCC, being first duly sworn states that he/she paid laborers, mechanics and other workers who performed on the project for which a "facade grant" reimbursement is sought, pursuant to the Prevailing Wage Act of the State of Illinois and according to the most recent Monroe County Prevailing Wages (list attached hereto but subject to change from time to time)

OG2X CCC \_\_\_\_\_  
Grantee

Subscribed and sworn to before me this 27th day of October, 2022  
in Monroe County, Illinois.



Tamara Y. Kujawa  
Notary Public




AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:  
November 07, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Ordinance No. 1864 Amending the City of Waterloo,  
IL Revised Code of Ordinances, Chapter 40 Zoning, Sections 40-2-3(B), 40-3-2 and  
40-4-10 regarding Residential Greenhouses.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 10-25-22  
  
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. 1864**

**AN ORDINANCE AMENDING THE CITY OF WATERLOO, IL REVISED CODE OF ORDINANCES, CHAPTER 40 ZONING CODE, SECTIONS 40-2-3(B), 40-3-2 and 40-4-10 REGARDING RESIDENTIAL GREENHOUSES.**

**WHEREAS**, the City of Waterloo, IL requested that Chapter 40 known as the Zoning Code of the Revised Code of Ordinances of the City of Waterloo, Illinois be amended as herein provided; and

**WHEREAS**, on August 01, 2022 and subsequently on September 06, 2022, at meetings of the Ordinance Committee of the City of Waterloo, Illinois, the request for a Zoning Text Amendment to Sections 40-2-3(B), 40-3-2 and 40-4-10 regarding Residential Greenhouses was reviewed and given a positive recommendation.

**WHEREAS**, on October 10, 2022 the Planning Commission of the City of Waterloo, Illinois reviewed the petition to amend Sections 40-2-3(B), 40-3-2 and 40-4-10 regarding Residential Greenhouses, and gave it a favorable recommendation; and

**WHEREAS**, after due notice of a Public Hearing, on October 20, 2022, the Zoning Board of Appeals of the City of Waterloo, Illinois reviewed the petition to amend Sections 40-2-3(B), 40-3-2 and 40-4-10 regarding Residential Greenhouses, and gave it a favorable recommendation; and

**WHEREAS**, the recommendations of the City of Waterloo Ordinance Committee, the Planning Commission and the Zoning Board of Appeals have been considered with respect to the Proposed Amendments.

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

**SECTION ONE.** The preambles are incorporated as findings of the City Council of the City of Waterloo, Illinois.

**SECTION TWO.** Chapter 40 Zoning Code, Section 40-2-3(B): General Zoning District Regulations Permitted Uses, Accessory Uses and Special Uses, is amended by the addition of "Private Greenhouses" under **Special Use Permits Required** in the A – Agricultural District; and, under **Special Use Permits Required** in the R-1 Single Family Residence District; and, under **Special Use Permits Required** in the R-6 Condominium Residence, as permitted by the Illinois Condominium Property Act District.

**SECTION THREE.** Chapter 40 Zoning Code, Section 40-3-2 Buildings: Accessory Buildings, is amended by the addition of (A)(4) to read as follows:

**40-3-2 (A) Residential**

- (4)** Greenhouses and accessory buildings shall not be larger than an aggregate total of 900 square feet, and not to exceed two accessory buildings / greenhouses per lot. Greenhouse shall be purchased from a manufacturer or built from quality materials.

**SECTION FOUR.** Chapter 40 Zoning Code, Section 40-4-10 Plant Nurseries and Greenhouses, is amended by the rewording of item (B) and the addition of item (C), both to read as follows:

**40-4-10 Plant Nurseries and Greenhouses.**

- (B)** In the B and I Districts, Greenhouses utilizing light for heating plants shall be in an enclosed building and shall not be less than 50 feet from any property line.
- (C)** The following divisions shall apply for private greenhouses located in agricultural and residential zoned districts:
  - (1)** Special Use Permit Required.
  - (2)** Lighting used as a heat source is prohibited.
  - (3)** Private greenhouses will be considered as an accessory building (see 40-3-2).
  - (4)** Setbacks for private greenhouses shall conform to the same setback requirements in 40-2-3(A).

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

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

**PASSED** this 07<sup>th</sup> day of November, 2022 pursuant to a roll call vote as follows:

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

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

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

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

**APPROVED,** by me this 07<sup>th</sup> day of  
November, 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

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



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

## Memorandum

To: Mayor Smith & City Council  
From: Nathan Krebel  
Date: 10-25-2022  
Re: Text Amendment – Greenhouse Ordinance

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The current minimum zoning setbacks for a greenhouse in all districts is 50' away from a property line. Minimum width at building line in Residential Districts is between 65' to 100' so a private greenhouse would not be possible with many lots. This was first discussed at the August 1<sup>st</sup> Ordinance Committee (see attached). The Committee recommended I draft up a new ordinance of what was discussed and bring it back to the September 6<sup>th</sup> meeting. At this meeting the Committee gave favorable recommendation of the draft ordinances (see attached) which consist of changing three zoning ordinances 40-4-10, 40-3-2, and 40-2-3(B). The Planning Commission and Zoning Board of Appeals both gave a favorable recommendation to modify the ordinances and I also recommend approval.

Respectfully,

Nathan Krebel  
Zoning/Subdivision Administrator



## PUBLIC NOTICE

**WHAT:** Ordinance Committee Meeting

**WHEN:** Monday, August 01, 2022  
2:00 p.m.

**WHERE:** Waterloo City Hall  
Second Floor Meeting Room

**AGENDA:**

1. Petitions by Citizens on Non-Agenda Items.
2. Review & Approval of 07-18-22 JOINT Ordinance and Water / Sewer Committee Meeting Minutes.
3. 40-4-10 Plant Nurseries & Greenhouse Ordinance Setback Discussion and Recommendation to Planning Commission.
4. 25-1-1(Q) Animals Prohibited; Fowl Discussion.
5. 911 Addressing for two unnamed alleys and houses located in alleys, specifically:
  - a. alley parallel to the west side of S. Main St. (300-500 block); and,
  - b. alley parallel to the west side of N. Main St. (200 block).
6. Comments.

POSTED: Friday, July 29, 2022

Cmte Members:  
Darter  
Heller  
Hopkins  
Notheisen  
Trantham

**Ordinance Committee Meeting**  
**August 1, 2022 – 2:00pm**  
**Minutes – Stan Darter**

**Meeting Called to Order:** 2:00pm

**Committee Members Present** - Darter- C, Notheisen, Heller, Trantham, Hopkins,

**Others Present** – Tom Smith, Dane Luke, Nathan Krebel, Shawn Kennedy, Matt Schweizer

**Agenda**

**1. Petitions by Citizens on Non-Agenda items – None**

**2. Review & Approval of 07-18-22 Joint Ordinance and Water/Sewer Committee Minutes**

Notheisen made a motion to approve the minutes as written, 2<sup>nd</sup> by Hopkins, unanimous.

**3. 40-4-10 Plant Nurseries & Greenhouse Ordinance**

Krebel distributed Ordinance 40-4-10.

Lengthy discussion about Greenhouses that would use Lights as a Heat Source or other heating devices that may not be suitable for residential use. Also setbacks in the ordinance would seem to be more suited to commercial applications than small residential greenhouses. Since this is the first request The Aldermen can remember for a Greenhouse, a Special Use Permit could be the appropriate route with some changes to the Ordinance.

Notheisen made a motion as follows:

R1 Special use Permit required

No Lights as Heat Source permitted

40-3-2 Add #4 for Greenhouses

40-4-10 Add (C) for Residential Greenhouses

40-4-10 (B) Alter wording “heating plants” to be more descriptive

2<sup>nd</sup> by Heller, Unanimous

**4. 25-1-1(Q) Animals Prohibited; Fowl Discussion**

Krebel distributed 25-1-1

Matt Schweizer had made a request to Raise and keep Quail on his property.

Discussion about Noise, Roosters, and what other Cities allow.

Krebel will research other City Ordinances for a discussion in the future.

**5. 911 Addressing for two unnamed alleys and houses located in alleys, specifically**

**A. Alley parallel to the west side of S Main Street (300-500 block)**

**B. Alley parallel to the west side of N Main Street (100-300 block)**

Discussion about a 911 Meeting with Kevin Scheibe (Monroe County Public Safety Coordinator) held on July 27 concerning “rear addresses” that are no longer acceptable with the 911 system.

Discussion on possible names, and a decision to not use “Alley” as it could be detrimental to property values, etc.

Motion by Hopkins to

name the alley parallel to the west side of South Main Street "Water Tower Lane" (100-300 blocks)

name the alley parallel to the west side of North Main Street "Firehouse Lane" (100-200 blocks)

2<sup>nd</sup> by Trantham, Unanimous.

Also the 911 system no longer allows abbreviations on Street Signs. Example Ln must be Lane, St ,must be Street. This doesn't have to be completed right away and can be accomplished possibly as a Winter Project for City Employees.

## **6) Comments**

Tom Smith commented the Liquor License for Kyle/Matt Buettner was okay and does not require a change to our current ordinance.

**Motion made by Hopkins to adjourn, 2<sup>nd</sup> by Heller, meeting adjourned at 3:15pm.**





## PUBLIC NOTICE

**WHAT:** Ordinance Committee Meeting

**WHEN:** Tuesday, September 06, 2022  
6:30 p.m.

**WHERE:** Waterloo City Hall  
Second Floor Meeting Room

**AGENDA:**

1. Petitions by Citizens on Non-Agenda Items.
2. Discussion and Recommendation to Planning Commission on revising Plant Nurseries & Greenhouse Ordinance 40-4-10.
3. Discussion on revising Ordinance 25-1-1(Q) Animals Prohibited; Fowl.
4. Comments.

- Previous Ordinance Committee Meeting Minutes from 08-01-22 were approved at the 08-08-22 Utility Meeting.

POSTED: Friday, September 2, 2022

Cmte Members:  
Darter  
Heller  
Hopkins  
Notheisen  
Trantham



**Ordinance Committee Meeting  
September 6, 2022 – 6:30pm  
Minutes – Stan Darter**

**Meeting Called to Order: 6:32pm**

**Committee Members Present** - Darter- C, Notheisen, Heller, Trantham, Hopkins,

**Others Present** – M Buettner, K Buettner, Russ Row, Tom Smith, Tim Birk, Nathan Krebel, Jared Gallagher, James Gallagher, Matt Switzer

**Agenda**

**1. Petitions by Citizens on Non-Agenda items – None**

**2. Discussion and Recommendation to Planning Commission on revising Plant Nurseries & Greenhouse Ordinance 40-1-10**

Nathan Krebel distributed Ordinance 40-4-10 with changes requested from Aug 1 2022 meeting. Discussion about (4) Quality Materials.

Motion made by Notheisen to recommend to Planning Commission, 2<sup>nd</sup> by Heller, unanimous.

**3. Discussion on revising Ordinance 25-1-1(Q) Animals Prohibited; Fowl.**

Krebel distributed Ordinance 25-1-1

Nathan reviewed research on surrounding municipalities what they allow.

If Waterloo were to allow Fowl, the City would be unique for the area.

Lengthy discussion pros/cons of Chickens and possible noise and feces issues.

Notheisen made a motion to remove Fowl from the list of Animals Prohibited, 2<sup>nd</sup> by Darter, motion Failed by a vote of 2 for 3 against.

**4. Comments**

Notheisen talked about an email from Tammy Rahn concerned with the lack of Prepared Food available in downtown. Agreement by committee to take another look at the Food Truck Ordinance.

Nathan Krebel spoke about the number of calls he receives concerning Air BNB's (short Term Rental) and that the City does not have regulations for these businesses. Committee decided to have Nathan look into a possible Ordinance that would allow an Annual Inspection.

**Motion made by Hopkins to adjourn, 2<sup>nd</sup> by Notheisen, meeting adjourned at 7:05pm.**

**CURRENT**

#### **§ 40-4-10 PLANT NURSERIES AND GREENHOUSES.**

In any district where tree and plant nurseries and greenhouses are permitted, the establishment of such uses shall be subject to the following requirements:

(A) No fertilizer, compost, manure or other odor- or dust-producing substance shall be stored within 50 feet of any property line.

(B) Greenhouse heating plants shall be in an enclosed building and shall not be less than 50 feet from any property line.

(Ord. 1070, § 40-4-10, passed 7-20-1998) [Penalty, see § 1-1-19](#)

#### **§ 40-3-2 BUILDINGS: ACCESSORY BUILDINGS.**

(A) *Residential.*

(1) *Accessory buildings.* No accessory building shall be used for residential living space. Residential accessory buildings shall not be larger than an aggregate total of 900 square feet, and not to exceed two accessory buildings per lot. A residential accessory buildings' external building material must either be of horizontal lap siding of wood, vinyl, metal, brick, or masonry; or of vertical wood panel siding. Galvanized corrugated siding is not allowed. Roofing material must consist of asphaltic composite shingles, wood shake, tile, slate or metal. Metal roofing is only permitted when it substantially matches the roofing material used on the primary structure. Any metal roofing material that utilizes exposed fasteners is prohibited.

(2) Ground or pole-mounted solar energy systems are not allowed.

(3) *Additions.* An addition to a principal building – room, carport, garage, and the like, must match the building materials of the principal building. Exceptions may be granted by the City Council on a case-by-case basis.

(B) *Commercial.* Commercial accessory buildings are subject to the area/bulk regulations as stipulated in § [40-2-3\(A\)](#), Area and Bulk Regulations. A commercial addition or accessory building's external building material must match that of the principal building except that:

(1) Roofs of commercial accessory buildings on golf courses and parks need not match that of the principal building but the roofing material must be one of the following: asphaltic composite shingles, wood shake, tile, slate or standing metal seam; and

(2) Roofs of commercial accessory buildings which are pavilions (a building open on all sides) on recreational fields for team sports need not match that of the principal building but must be one of the following: asphaltic composite shingles, wood shake, tile, slate or standing metal seam; and,

(Ord. 1070, § 40-3-2, passed 7-20-1998; Am. Ord. 1686, passed 9-28-2015; Am. Ord. 1711, passed 1-16-2017; Am. Ord. 1845, passed 3-21-2022) [Penalty, see § 1-1-19](#)



- Proposed -

#### § 40-4-10 PLANT NURSERIES AND GREENHOUSES.

In any district where tree and plant nurseries and greenhouses are permitted, the establishment of such uses shall be subject to the following requirements:

(A) No fertilizer, compost, manure or other odor- or dust-producing substance shall be stored within 50 feet of any property line.

(B) In the B and I Districts, Greenhouses utilizing light for heating plants shall be in an enclosed building and shall not be less than 50 feet from any property line.

(C) The following divisions shall apply for private greenhouses located in agricultural and residential zoned districts:

(1) Special Use Permit Required

(2) Lighting used as a heat source is prohibited

(3) Private greenhouses will be considered as an accessory building (see § 40-3-2)

(4) Setbacks for private greenhouses shall conform to the same setback requirements in 40-2-3(A)

#### § 40-3-2 BUILDINGS: ACCESSORY BUILDINGS.

(A) *Residential.*

(1) *Accessory buildings.* No accessory building shall be used for residential living space. Residential accessory buildings shall not be larger than an aggregate total of 900 square feet, and not to exceed two accessory buildings per lot. A residential accessory buildings' external building material must either be of horizontal lap siding of wood, vinyl, metal, brick, or masonry; or of vertical wood panel siding. Galvanized corrugated siding is not allowed. Roofing material must consist of asphaltic composite shingles, wood shake, tile, slate or metal. Metal roofing is only permitted when it substantially matches the roofing material used on the primary structure. Any metal roofing material that utilizes exposed fasteners is prohibited.

(2) Ground or pole-mounted solar energy systems are not allowed.

(3) *Additions.* An addition to a principal building – room, carport, garage, and the like, must match the building materials of the principal building. Exceptions may be granted by the City Council on a case-by-case basis.

(4) Greenhouses and accessory buildings shall not be larger than an aggregate total of 900 square feet, and not to exceed two accessory buildings/greenhouses per lot. Greenhouse shall be purchased from a manufacturer or built from quality materials.

(B) *Commercial.* Commercial accessory buildings are subject to the area/bulk regulations as stipulated in § 40-2-3(A), Area and Bulk Regulations. A commercial addition or accessory building's external building material must match that of the principal building except that:

(1) Roofs of commercial accessory buildings on golf courses and parks need not match that of the principal building but the roofing material must be one of the following: asphaltic composite shingles, wood shake, tile, slate or standing metal seam; and

(2) Roofs of commercial accessory buildings which are pavilions (a building open on all sides) on recreational fields for team sports need not match that of the principal building but must be one of the following: asphaltic composite shingles, wood shake, tile, slate or standing metal seam; and,

(Ord. 1070, § 40-3-2, passed 7-20-1998; Am. Ord. 1686, passed 9-28-2015; Am. Ord. 1711, passed 1-16-2017; Am. Ord. 1845, passed 3-21-2022) Penalty, see § 1-1-19

~~- Proposed -~~

**§ 40-2-3(B): GENERAL ZONING DISTRICT REGULATIONS PERMITTED USES, ACCESSORY USES AND SPECIAL USES**

**A**

**Agricultural**

**Permitted Uses.**

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

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

Cemeteries and mausoleums in conjunction therewith.

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

Golf courses.

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

Noncommercial recreational activities.

One-family residence.

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

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

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

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

Utilities:

Electrical substation, gas regulator stations.

Other public utility distribution facilities.

**Permitted Accessory Uses.**

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

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

**Special Use Permits Required.**

Agricultural-related uses.

Airports.

Animal sewage lagoon.

Bed and breakfast.

Carnivals, circuses, and similar temporary transient amusement enterprises.

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

Communications tower.

Convalescent or nursing homes.

Explosive uses of any kind.



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

Governmental facilities and uses.

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

Home occupations.

Hospitals, clinics and sanitariums.

Junk yards.

Kennels.

Marina or boat docks.

Mineral extraction.

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

Parking lots.

Private clubs, lodges, or camps.

Private greenhouses.

Sale barn.

Sanitary landfill.

Schools and colleges for academic instruction.

Sewage treatment plant.

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

Travel trailer parks.

## **R-1**

### **Single-Family Residence**

#### **Permitted Uses.**

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

One-family residences.

#### **Permitted Accessory Uses.**

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

Fences, hedges and walls.

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

Keeping of not more than one unoccupied camping trailer.

Off-street loading facilities.

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

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

Storage of pleasure boats.

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

**Special Use Permits Required.**

Any dwelling unit less than 800 square feet.

Cemeteries and mausoleums in conjunction therewith.

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

Day care or nursery schools.

Fire and police stations.

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

Governmental uses.

Home occupations. See § [40-4-5](#).

Hospitals and sanitariums.

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

Municipal and free private parking lots.

Nursery schools.

Planned unit developments.

**Private greenhouses.**

Public libraries, museums, or playgrounds.

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

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

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

**R-2**

**Single-Family Residence**

**Permitted Uses.**

Any use permitted in the R-1 District and as regulated in Section [40-2-3\(A\)](#), Line 3.

**Permitted Accessory Uses.**

Same as R-1.

**Special Use Permits Required.**

Same as R-1.

### **R-3**

#### **Single Family Residence**

##### **Permitted Uses.**

Single-family residences.

##### **Permitted Accessory Uses.**

Same as R-1.

##### **Special Use Permits Required.**

Bed and breakfast

Same as R-1.

### **R-4**

#### **Two Family Residence**

##### **Permitted Uses.**

Bed and breakfast.

Community residences, subject to the provisions of this code (see § 40-4-21).

Single-family residences.

Two-family dwellings.

##### **Permitted Accessory Uses.**

Parking lots and garages.

Same as R-1.

##### **Special Use Permits Required.**

Boarding and rooming houses.

Churches, places of worship.

Dormitories or singular uses.

Medical and dental offices/complex.

Orphanages.

Planned unit developments.

Rest homes.

Same as R-1.

Skilled nursing facility.

### **R-5**

#### **Multiple-Family Residence**

##### **Permitted Uses.**

Condominium dwelling, as permitted by the Illinois Condominium Property Act

Multi-family residences.

Two-family residences.

##### **Permitted Accessory Uses.**

Same as R-4.

**Special Use Permits Required.**

Assisted living.

Bed and breakfast.

Charitable uses provided not more than 20% of gross floor area or 2,000 sq. ft. is used for offices.

Fraternities.

Hospitals.

Hotels.

Lodging houses.

Medical and dental offices.

Rest homes.

Restaurants.

Same as R-4.

Single-family residence.

Taverns.

**R-6****Condominium Residence,  
as permitted by the Illinois Condominium Property Act****Permitted Uses.**

Condominium dwellings.

**Permitted Accessory Uses.**

Private clubhouses, swimming pools, tennis courts, and buildings for storage of maintenance equipment owned by the condominium association.

**Special Use Permits Required.**

Private greenhouses.



40-2-3 (A) AREA AND BULK REGULATIONS

ZONE DISTRICTS		MINIMUM LOT SIZE				MINIMUM FRONT YARD SETBACKS REQUIRED FROM THE CENTERLINE					MINIMUM YARD DIMENSIONS				BUILDING HGT & COVERAGE		ACCESSORY BUILDING AND USES IF DETACHED MINIMUM DISTANCE TO:					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
	Minim. District Size in Acres	Max # of Dwelling Units per Lot	Minim. Area in Square Feet	Width at Bldg Line in Linear Feet	Mean Depth in Linear Feet	Local Street	Collector Streets	Arterial Streets	County Hwys	State and Federal Hwys	Minim. Depth of Side Yard Abutting Street	Depth of Side Yard Abutting a Lot in Feet: Minimum For Either Side	Minim. Dist. to Nearest Bldg on Adjacent Lot	Depth of Rear Yard	% of Site Coverage (Max)	Max. Hgt. of Principal Bldg	Max. Hgt. in Linear Feet	Principal Bldg in Linear Feet	Center Line of Street in Linear Feet	Side Lot Adjacent to Street in Linear Feet	Side Lot Line in Linear Feet	Rear Lot Line in Linear Feet
1. "A - 1" Agricultural	N/A	1 per 5 acres	5 acres	300'	300'	50'	63'	75'	65'	75'	25'	20'	40'	30'	5%	35'	25'	10'	85'	25'	20'	10'
2. "R - 1" Single-Family Residence	15	1 per 18,000 sq. ft.	18,000 sq. ft.	100'	125'	50'	63'	75'	65'	75'	25'	15'	30'	30'	50%	35'	20'	10'	85'	25'	15'	6'
3. "R - 2" Single-Family Residence	10	1 per 14,000 sq. ft.	14,000 sq. ft.	80'	100'	50'	63'	75'	65'	75'	25'	10'	20'	30'	50%	35'	20'	10'	85'	25'	10'	6'
4. "R - 3" Single-Family Residence	5	1 per 10,500 sq. ft.	10,500 sq. ft.	80'	100'	50'	63'	75'	65'	75'	25'	7.5'	15'	25'	50%	35'	20'	10'	85'	25'	4'	6'
5. "R - 4" Two-Family Residence	5	1 per 5,250 sq. ft.	10,500 sq. ft.	80'	100'	50'	63'	75'	65'	75'	25'	10'	20'	30'	50%	35'	20'	10'	85'	25'	4'	6'
6. "R - 5" Multi-Family Residence	5	1 per 4,500 sq. ft.	13,500 sq. ft.	65'	100'	50'	63'	75'	65'	75'	25'	10' * * Zero lot line for ROW Dwellings, however, 10' from bldg end to lot line.	20'	30'	50%	35'	20'	10'	85'	25'	10'	6'
7. "R - 6" Condominium Residences	5	1 per 4,500 sq. ft.	13,500 sq. ft.	65'	100'	50'	63'	75'	65'	75'	25'	7.5'	15'	30'	50%	35'	20'	10'	85'	25'	10'	6'
8. "B - 1" Office Business	N / A	See Use Schedule	10,000 sq. ft.	100'	100'	50'	63'	75'	65'	75'	25'	10'	20'	25'	50%	35'	15'	10'	85'	25'	10'	10'
9. "B - 2" General Business	N / A	See Use Schedule	15,000 sq. ft.	100'	150'	75'	113'	125'	115'	125'	75'	10'	20'	25'	50%	35'	15'	12'	100'	25'	10'	10'
10. "B - 3" Central Business	N / A	See Use Schedule	N / A	N / A	N / A	N / A	N / A	N / A	N / A	N / A	N / A	NONE REQUIRED However, Abutting a "R" District a Side Yard of 15' Required	N / A	20'	80%	N / A	N / A	12'	N / A	N / A	Same as L9 COL13	20'
11. "I - 1" Assembly Industrial	10	N / A	N / A	N / A	N / A	100'	113'	125'	115'	125'	100'	25'	50'	20'	50%	N / A	N / A	12'	100'	25'	N / A	20'
12. "I - 2" General Industrial	20	N / A	N / A	N / A	N / A	100'	113'	125'	115'	125'	100'	50'	100'	50'	50%	N / A	N / A	12'	100'	25'	N / A	20'

## **PUBLIC MEETING/HEARING NOTICE**

There will be a Public Meeting of the Waterloo Planning Commission on Monday, October 10<sup>th</sup> 2022, 7:30 p.m. and a Public Hearing of the Waterloo Zoning Board of Appeals on Thursday, October 20<sup>th</sup> 2022, 7:30 p.m., both meetings at Waterloo City Hall, 100 West Fourth St., Waterloo, Illinois, to consider a petition for a Zoning Text Amendment to modify sections 40-4-10, 40-3-2, and 40-2-3(B) regarding residential greenhouses.

Nathan Rau  
Planning Commission Chairman

Kenneth Hartman, Jr.  
Zoning Board of Appeals Chairman



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Republic-Times LLC certifies that it is the publisher of the Republic-Times. Republic-Times is a secular newspaper, has been continuously published weekly for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Waterloo, County of Monroe, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 times in the Republic-Times, namely one time per week for 1 successive weeks. The first publication of the notice was made in the newspaper, dated and published on 10/05/2022, and the last publication of the notice was made in the newspaper dated and published on 10/05/2022. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Republic-Times has signed this certificate by Kermit Constantine, its publisher, at Waterloo, Illinois, on 09/30/2022.

Republic-Times LLC

By: 

Kermit Constantine/cmn  
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Publication Price – \$29.23

**PUBLIC MEETING/  
HEARING NOTICE**

There will be a Public Meeting of the Waterloo Planning Commission on Monday, October 10, 2022, 7:30 p.m. and a Public Hearing of the Waterloo Zoning Board of Appeals on Thursday, October 20, 2022, 7:30 p.m., both meetings at Waterloo City Hall, 100 West Fourth St., Waterloo, Illinois, to consider a petition for a Zoning Text Amendment to modify the Section 40-4-10, 40-3-2, and 40-2-3(B) regarding residential greenhouses.

Nathan Rau  
Planning Commission  
Chairman

Kenneth Hartman, Jr.  
Zoning Board of Appeals  
Chairman  
(10/5)

## Waterloo Planning Commission Advisory Report

Petition Number: Z-22-10-01

Type of Petition: Special Use Permit / Zoning Text Amendment / \_\_\_\_\_  
(other)

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

The effect the proposal would have on the City's Comprehensive Plan: positive

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

neutral - we don't believe the Code  
intended to prevent residential greenhouses.  
The SUP will allow the City to review the  
structure & building materials

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

neutral

Other legal requirements of considerations: N/A

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

Is the proposal necessary for public convenience at this location?

*necessary to allow & distinguish  
residential greenhouses*

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

*yes*

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

*no*

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

*no - SUP will confirm this*

The Planning Commission gives this petition a

**Favorable Recommendation**  
(with modifications as outlined below)

**Unfavorable Recommendation**  
(for the reasons explained herein)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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Signed: 

Date: 10/10/22

Planning Commission Chairman

## ZONING BOARD OF APPEALS ADVISORY REPORT

On Petition # Z-22-10-01

I move that the Zoning Board of Appeals provide the City Clerk with an Advisory Report as follows:

1. The Petition should be Approved / Denied / Approved with Modifications (see modifications below);
2. The effect the proposal would have on the health, welfare, safety, morals, and comfort of area residents would be Negligible / Positive / Negative / Potentially Negative in that \_\_\_\_\_;
3. The effect the proposal would have on schools, traffic, streets, shopping, public utilities, and adjacent properties would be Negligible / Positive / Negative / Potentially Negative in that \_\_\_\_\_;
4. The proposed recommendation is Necessary / Not Necessary for the public convenience at the subject location;
5. The proposed recommendation Is / Is Not so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected;
6. The proposed recommendation Will / Will Not cause substantial injury to the value of other property in the neighborhood in which it is proposed to be located;
7. The proposed recommendation Will / Will Not be detrimental to the essential character of the zoning district in which the property is located;

I further move that the recommendation be subject to the following modification(s):

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This advisory report is respectfully submitted, on behalf of the Zoning Board of Appeals.

Signed:   
Zoning Board of Appeals Chairman

Date: Oct 21, 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:  
November 7, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Resolution No. 22-14, Authorizing the Execution  
Of a Farm Contract between the City of Waterloo, IL and Norman & Edward  
Schaefer for the Right to Farm Land on 53.04 acres of Property.
3. Relief or action to be requested:  
Approval
4. Submittal date: 10/28/22  
  
Submitted by:  
Mayor Tom Smith

**DISPOSITION**

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

  
\_\_\_\_\_  
Mayor



**RESOLUTION NO. 22-14**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FARM CONTRACT BETWEEN THE CITY OF WATERLOO, IL AND NORMAN & EDWARD SCHAEFER FOR THE RIGHT TO FARM LAND ON 53.04 ACRES OF PROPERTY.**

**WHEREAS**, attached is a proposed Farm Lease and Security Agreement between the City of Waterloo, Illinois and Norman & Edward Schaefer for the Right to Farm Land on 53.04 acres of Property; and,

**WHEREAS**, it is in the best interest of the City of Waterloo, IL, to approve execution of said Farm Lease and Security Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the execution of said Farm Lease and Security Agreement as attached.

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 07<sup>th</sup> day of November, 2022.

**APPROVED:**

\_\_\_\_\_  
Thomas G. Smith, Mayor

**ATTESTED:**

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

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

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

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

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



Farm and Ranch Management \* Real Estate Sales \* Auctions \* Appraisals  
Insurance \* Consultations \* Oil & Gas Management \* Forest Resource Management  
National Hunting Leases \* FNC Ag Stock

## ***FARM LEASE AND SECURITY AGREEMENT CASH RENT***

THIS FARM LEASE AND SECURITY AGREEMENT (the "Lease") is entered into by and between *Farmers National Company* ("AGENT"), hereinafter acting as the Farm Manager for CITY OF WATERLOO, the owner of the subject real estate or its authorized representative, ("OWNER") (Agent and Owner are collectively referred to herein as the "MANAGER"), and NORMAN SCHAEFER, 412 QUARRY ROAD, COLUMBIA, IL. 62236 / EDWARD SCHAEFER, 526 PALMER ROAD, COLUMBIA, IL. 62236 ("OPERATOR").

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and other good and valuable consideration, it is hereby agreed as follows:

- 1. Lease of Property.** MANAGER leases to OPERATOR solely for farming purposes in accordance with the Crop Plan (defined below) the following described real property (the "Property"): PT NE4 SECTION 2 & PT TAX LOT 22 NW4 NW4 SECTION 1-ALL IN TWP2S-RGE10W, MONROE, County, State of Illinois, containing approximately 65 acres, excepting there from all rights to hunt, fish, trap or otherwise take or harvest fish and game upon the Property, all of which rights (including the right to Lease) are reserved to MANAGER, its successors and assigns.
- 2. Term.** The term of this Lease shall begin on 01/01/2023 and shall end on 12/31/2024 without notice of any type being required of MANAGER, unless expressly required by applicable state law. *Provided*, however, that MANAGER may earlier terminate this Lease at any time upon OPERATOR's failure to timely pay the full amount of any rent due hereunder or any other default by OPERATOR of its obligations under this Lease.
- 3. Rent.** OPERATOR shall pay cash rent ("Cash Rent") to MANAGER, as follows:

53.04 ACRES AT \$175.00 PER ACRE TOTALING \$9,282.00 EACH YEAR PLUS POTENTIAL BONUS USING THE FOLLOWING FORMULA:

YIELD X AVERAGE OF RMA BASE & HARVEST PRICE MULTIPLIED BY 35% LESS  
BASE CASH RENT.

BONUS TO BE PAID ON OR BEFORE DECEMEBER 1ST.

CASH RENT IS DUE AS FOLLOWS:

03/01/2023	\$9,282.00
12/01/2023	TO BE DETERMINED
03/01/2024	\$9,282.00
12/01/2024	TO BE DETERMINED

PROVIDED, HOWEVER, IF ALL OF THE RENT DUE HEREUNDER IS PAID IN FULL ON OR BEFORE 01/01/2023, OR IF THE OPERATOR HAS PROVIDED THE MANAGER WITH A SATISFACTORY AND ENFORCEABLE LETTER OF CREDIT SECURING ANY

FARM# 30474-0 CITY OF WATERLOO

REMAINING RENT DUE HEREUNDER, THE PROVISIONS OF PARAGRAPHS 15 THROUGH 19, BELOW, SHALL NOT APPLY.

Cash Rent shall be paid on the dates set forth herein, without further notice from MANAGER to OPERATOR. Cash Rent not paid when due shall bear interest from its due date until paid, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. OPERATOR agrees to pay a service charge of \$25 for any returned or insufficient funds check. OPERATOR will not be entitled to abate Cash Rent for any reason.

4. **Crop Plan.** All crops will be planted, and all cropping practices conducted, in accordance with a written crop plan mutually agreed upon by MANAGER and OPERATOR ("Crop Plan"). The Crop Plan may be agreed upon subsequent to the execution of this Lease in which case it shall hereby be incorporated into and made a part of this Lease. The Crop Plan shall be agreed upon prior to OPERATOR's planting of any crops on the Property. In the event OPERATOR fails to agree to a Crop Plan acceptable to MANAGER, as determined in MANAGER's sole discretion, MANAGER shall have the option to terminate this Lease by written notice to OPERATOR, in which event OPERATOR shall have no further rights under this Lease.
5. **Taxes.** OWNER agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Property. OPERATOR agrees to pay all personal property taxes, assessments or other public charges levied or assessed by lawful authority against OPERATOR's personal property during the term of the Lease.
6. **Expenses.** Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

NO EXPENSES TO MANAGER.

100% TO OPERATOR.

MANAGER WILL PAY FOR LIMESTONE WHEN SOIL TEST AND MANAGER INDICATE IT IS NEEDED.

OPERATOR RESPONSIBLE FOR APPLICATION.

7. **Farm Programs.** OPERATOR agrees to enroll and participate in the federal farm program created under the current Agricultural Act administered by the United States Department of Agriculture (herein the "USDA") or the Farm Service Agency (herein the "FSA"), and to comply with all regulations thereof, including, but not limited to, executing all required documents, providing all information required by said agencies, certifying all acreages and maintaining the Property as required. Any reallocation or revision of crop base acreage or established yields shall require the written approval of MANAGER. AGENT does not warrant or guarantee that OWNER will receive any program payments or benefits. Participation by OPERATOR in other programs administered by the USDA, the FSA, or other federal, state or local government agencies on the Property shall be at the option of MANAGER, as determined in MANAGER's sole discretion. Except as expressly provided in this Paragraph above, OPERATOR shall not enroll the Property, or any portion thereof, in any governmental program without the prior written consent of MANAGER, which consent may be withheld in MANAGER's sole and absolute discretion. When participation in such programs is approved by MANAGER in accordance with this Paragraph, OPERATOR agrees to comply with all regulations thereof. OPERATOR shall, for any governmental regulation requiring exact acreages and acreage reports to governmental agencies, have the subject area measured by the proper authorities, at OPERATOR's sole cost and expense

and shall advise MANAGER in writing of all measurements performed. Any division of payments shall be in conformity with applicable governmental laws and regulations. It is mutually understood and agreed that if OPERATOR (a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and (b) fails or refuses to comply with the terms and conditions of this Lease, or the applicable governmental programs, and (c) is terminated by MANAGER as OPERATOR under this Lease for any reason, in MANAGER's sole discretion, then OPERATOR agrees to immediately return all of the advanced government program payments. As determined by the applicable government agency, the payments shall either be returned to such government agency, or paid to the new tenant to whom the Property is leased for the applicable farm year.

100% TO OPERATOR. 0% TO MANAGER.

8. **Agricultural Chemicals and Manure.** OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with the Crop Plan agreed to with MANAGER. OPERATOR agrees to haul out and distribute, as agreed with MANAGER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide MANAGER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by MANAGER.

100% TO OPERATOR.

TO BE APPLIED ACCORDING TO LABEL AND PER APPROVED CROPPING PLAN  
PREPARED WITH MANAGER.

9. **Property Condition.** OPERATOR acknowledges and agrees that MANAGER will deliver the Property to OPERATOR in an "AS IS" condition. MANAGER is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, physical or environmental condition of the Property, productivity, remaining useful life or variety of any grass or other farm crops previously or presently planted on the Property, the actual number of acres or property corners or boundaries of the Property, the suitability, quality or quantity of the Property, or the existence of any governmental approvals. OPERATOR has inspected the Property and is satisfied that it is suitable for the purposes of this Lease. OPERATOR waives all rights or causes of action for latent or hidden defects. MANAGER does not warrant condition of the Property or any improvements thereon situated and OPERATOR specifically accepts same in its present condition and agrees to indemnify, defend and hold MANAGER harmless from any and all claims for injury or injuries, or damage, resulting out of the condition of the Property, latent or patent, of whatever kind or character and as further set forth in the indemnity provisions of this Lease.
10. **Assignment and Subleasing.** OPERATOR may not assign this Lease or any interest therein to any other person or entity, or sublease all or any part of the Property without the prior written consent of MANAGER, which consent may be withheld at MANAGER's sole discretion. Any attempted assignment of this Lease or sublease of the Property without MANAGER's prior written consent shall be void and of no force and effect. For the avoidance of doubt, in addition to any explicit attempt to assign this Lease or sublease the Property, an attempted assignment of this

Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis ordinarily to be performed by OPERATOR.

11. **Right to Enter.** MANAGER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. MANAGER, its lessees, agents, assigns or contractors shall also have the right to go upon the Property to fall till, or develop the Property for irrigation, to install conservation structures, to seed or sow any grain or grass thereon or to hunt, fish, trap or otherwise take or harvest fish and game from the Property.
12. **Litigation.** In the event of default by OPERATOR resulting in MANAGER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, OPERATOR agrees to pay MANAGER's reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Paragraph 3 above.
13. **Default.** All covenants and agreements contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein, MANAGER may terminate the Lease as provided herein, and/or bring an action for damages, specific performance, or other suitable legal or equitable remedies in a court of competent jurisdiction. Any waiver or failure by MANAGER to strictly enforce any provision of this Lease shall not be deemed to restrict or limit MANAGER's ability to strictly enforce said provision at any time thereafter.
14. **Failure to Perform / Right of Entry.** OPERATOR agrees that if it fails to diligently perform any duty or activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if OPERATOR fails to follow the Crop Plan or assigns this Lease or subleases the Property in whole or in part, without MANAGER's consent, MANAGER may, after giving OPERATOR at least three (3) days written notice, personally delivered to OPERATOR, or sent to OPERATOR's last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary duties and activities which OPERATOR should have performed, and MANAGER shall add all expenses incurred therewith and any and all damages resulting from OPERATOR's failure to perform, including, but not limited to, any damages with respect to crop prices, yields, etc. to the Cash Rent to be paid hereunder, the same to be immediately due and bear interest until paid at the default rate set forth under Paragraph 3 above.
15. **Financial Statement.** OPERATOR agrees to furnish MANAGER a statement showing OPERATOR's current financial position upon request of MANAGER.
16. **Insolvency of OPERATOR.** The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle MANAGER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.
17. **Sale and Removal of Crops.** OPERATOR agrees and acknowledges that, until the scheduled Cash Rent payments due hereunder have been paid and are not delinquent, and all of the grain has been delivered, MANAGER shall have Property rights in the crops produced on the Property, and therefore OPERATOR covenants and agrees not to sell, remove or encumber any of the crops raised on the Property during the term of this Lease until the Cash Rent due hereunder has been

fully paid or MANAGER has given OPERATOR written consent to such sale, removal, or encumbrance.

- 18. Security Interest.** As security for the Cash Rents and other payments and obligations due hereunder, OPERATOR hereby grants MANAGER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced, on the Property, on all livestock kept or pastured on the Property, and on all proceeds of such crops and livestock. The security interest granted herein shall extend to and cover all warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of MANAGER. OPERATOR shall furnish MANAGER a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property.
- 19. Warranty of OPERATOR.** OPERATOR expressly warrants and guarantees to MANAGER that any security interest granted to MANAGER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide MANAGER with a first security interest, and upon failure to do so, MANAGER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease and enter into full possession of the Property and seek any and all legal or equitable remedies available to MANAGER, including, but not limited to, those remedies set forth in Paragraph 13 hereof.
- 20. OPERATOR'S Contribution, Accounting.** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon in writing with MANAGER; (b) to furnish all labor and equipment necessary to operate the Property; (c) to promptly complete a "harvest results" card, and return it to MANAGER within 48 hours following delivery of MANAGER'S harvested grain, if any; and (d) to reimburse MANAGER for any loss experienced by MANAGER as a result of OPERATOR's failure to provide the harvest results to MANAGER as required under (c), above. Despite any provision herein to the contrary, OPERATOR shall provide, at its own cost and expense, complete and accurate yield documentation to MANAGER within two (2) weeks following harvest of each crop grown on the Property. Yield documentation under this Paragraph shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements. OPERATOR's failure to provide the information required by this Paragraph shall be considered to be a material default of the terms of this Lease.
- 21. Care of Property.** OPERATOR agrees that it will: (a) cultivate and otherwise operate the Property in a professional workmanlike manner, and in accordance with the Crop Plan and generally recognized and approved agricultural practices; (b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; (c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; (d) operate the Property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to the jurisdiction of USDA, FSA and EPA and their related agencies; (e) continuously strive to

enhance environmental quality and protect the natural resource base by ensuring the use of sound, safe, and legal practices and by preventing wastefulness in the use of resources on the Property; and (f) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

22. **Environmental Compliance.** OPERATOR warrants that: (a) it is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) it will operate the Property in full compliance with all such laws, and will notify MANAGER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the AGENT or OWNER; (c) all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) it is knowledgeable of the Worker Protection Standard adopted by EPA, and it will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) it will promptly complete any Environmental Questionnaires or other requests for environmental information solicited by MANAGER.
23. **Machinery and Equipment.** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.
24. **Weed Control.** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by MANAGER.
25. **Insect and Disease Control.** OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at OPERATOR's own cost, unless otherwise specified herein, or in writing by MANAGER.
26. **Crop Handling.** If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property, unless otherwise agreed herein or in writing by MANAGER. For purposes of this Paragraph, "handling" shall include, but shall not be limited to placing crops in storage facilities located on the Property, hauling to a grain elevator or other facility selected by MANAGER, and such other handling services as required from time to time by MANAGER.
27. **Straw and Stalks.** OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the Property, unless otherwise expressly agreed herein, or in writing by MANAGER.
28. **Improvements.** OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to MANAGER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for said maintenance, and to provide the labor and materials necessary to make minor repairs to said

improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR's failure to maintain, or otherwise because of OPERATOR's neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that MANAGER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

**29. Fences.** OPERATOR will maintain and remove existing fences located on the Property at the request of MANAGER without charge for labor. In the event new fence is required as determined by MANAGER in its sole discretion, compensation shall be paid to OPERATOR as provided for elsewhere herein or otherwise agreed to in a separate written agreement.

**30. Improvements Made by OPERATOR.** It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature ("Improvements") that may be erected upon the Property during the term of this Lease by OPERATOR shall inure to the Property and become the Property of MANAGER unless permission to construct and remove the same shall be obtained from MANAGER, in writing, prior to the construction of the Improvements.

**31. Insurance.** OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Commercial General Liability and/or Farm Liability Insurance, including Employer's Liability, with respect to OPERATOR's use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. OPERATOR may at the option of MANAGER be required to name the OWNER and the AGENT as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under this Lease; (c) if required by MANAGER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Paragraph 49, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to MANAGER.

**32. Waiver of Subrogation.** MANAGER and OPERATOR each hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitations that this waiver shall apply only when permitted by the applicable policy of insurance.

**33. Indemnification.** OPERATOR agrees to indemnify, defend and hold OWNER and the MANAGER harmless from any and all claims, liability, loss, damage or expenses arising out of OPERATOR's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or property from whatever cause (other than the gross negligence or intentional acts by MANAGER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal property in or on the Property, including any liability for injury to the person or personal property of OPERATOR its agents, employees, licensees or invitees; (b) by reason of any work performed on the Property or materials furnished on the Property at the instance of or request of OPERATOR, its agents, employees, licensees or invitees, other than the gross negligence or intentional acts by MANAGER, its agents or employees; (c) by reason of OPERATOR's failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that OPERATOR shall not be responsible to comply with any requirements necessitating structural or



permanent improvements or changes to the Property; or (d) because of OPERATOR's failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

- 34. Independent Contractors.** If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure MANAGER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Paragraph 31 herein, and any other insurance MANAGER deems reasonably necessary or desirable, under the circumstances.
- 35. Expiration of Term; Termination.** Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: (a) OPERATOR will promptly surrender possession of the Property to MANAGER or its designee in as good order and condition as when the same was entered upon by OPERATOR, loss by fire, acts of God, or ordinary wear and tear excepted; (b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal property of all types and description from the Property at its own cost and expense; and (c) if OPERATOR should fail to deliver possession of the Property to MANAGER or otherwise fails to comply with the terms of this Paragraph, MANAGER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR's personal property, at OPERATOR's sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$250 per day until possession has been delivered and OPERATOR's personal property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by MANAGER by reason of OPERATOR's failure to yield possession, and that said liquidated damages are a reasonable estimate of the actual damages that MANAGER would incur in such an event.
- 36. Binding Effect.** Except as provided in Paragraph 41, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both MANAGER and OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment as set forth above.
- 37. No Partnership.** This Lease should not be construed as giving rise to a partnership, neither party shall be liable for debts or obligations of the other, and OPERATOR has no authority to incur any obligation on behalf of OWNER or AGENT.
- 38. Notices.** Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.
- 39. Time of Essence.** Time is expressly declared to be of the essence in this Lease.
- 40. Sale of Property.** OPERATOR acknowledges and agrees that OWNER may desire to sell the Property between the time this Lease is made and entered into and the following January 1st. If a sale contract on the Property is entered into, and OPERATOR is notified in writing of the sale, before such January 1<sup>st</sup>, OPERATOR agrees to terminate this Lease and to return full possession of the Property to MANAGER. MANAGER agrees to reimburse OPERATOR for any labor or inputs provided by OPERATOR in anticipation of the upcoming crop year. Reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County

Extension Office.

41. **Death or Incapacity of OPERATOR.** OPERATOR agrees that this Lease is a personal services contract with MANAGER, and that in the event of OPERATOR's death or disability prior to commencement of farming operations or payment of all Cash Rent due hereunder, whichever occurs first, this Lease shall, at MANAGER's option, not take effect and shall be null and void.
42. **Termination - Compensation for Work Done.** OPERATOR acknowledges and agrees that this Lease will terminate on the date set forth under Paragraph 2 above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (e.g. wheat), without the prior written approval of MANAGER, which may be withheld in MANAGERS's sole discretion. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without the prior written approval of MANAGER, which may be withheld in MANAGERS's sole discretion. Where such prior written approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.
43. **Possession – Liability.** MANAGER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.
44. **Extension of Term – Amendments.** The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.
45. **Oil, Gas and Minerals.** This Lease is subject to all oil, gas or mineral Leases heretofore or hereafter executed by OWNER or its agents. OPERATOR agrees to allowing exploration companies to enter upon the Property and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of OPERATOR and growing crops and Property of MANAGER. Upon request, OPERATOR shall be notified by MANAGER of known or anticipated oil, gas or mineral exploration activity.
46. **General.** It is mutually understood and agreed that the use of Global Positioning Technology or any digital on-line platform on the Property is approved by the MANAGER. All information gathered from the use of Global Positioning Technology or any digital on-line platform that the OPERATOR is in possession of will be promptly delivered to the MANAGER upon request. Additionally, this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.
47. **Counterparts.** This Lease may be signed in one or more counterparts, which when taken together, shall constitute one and the same Lease. The parties may execute this Lease and exchange counterparts by means of facsimile or electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.
48. **Exclusion.** Notwithstanding anything herein to the contrary, the following paragraphs are void and are deemed to be not a part of this lease:
49. **Miscellaneous Provisions.**

**OPERATOR RESPONSIBLE FOR AT MINIMUM MAINTENANCE FERTILIZER  
ANNUALLY AND SOIL TESTS OF FARM AS DIRECTED BY FARM MANAGER.**

EVIDENCE OF FOLLOWING TO BE PROVIDED WHEN REQUESTED BY FARM  
MANAGER:

- A) YIELDS, I.E., SETTLEMENT SHEETS, YIELD MAPS, CROP INSURANCE  
RECORDS.
- B) FERTILIZER, SEED AND HERBICIDE USED ON FARM.
- C) FSA 578S.
- D) FSA PROGRAM CONTRACTS.
- E) OTHER ITEMS THAT RELATE TO THIS FARM.

MANAGER TO PROVIDE LIMESTONE MATERIAL WHEN SOIL TEST AND MANAGER  
INDICATE IT IS NEEDED. OPERATOR RESPONSIBLE FOR APPLICATION. OPERATOR  
TO PROVIDE SOIL TEST AND COPY OF RESULTS TO MANAGER EVERY 3 YEARS.


OPERATOR TO PROVIDE EVIDENCE OF PRODUCTION TO MANAGER NO MORE THAN  
30 DAYS FOLLOWING HARVEST. (SETTLEMENT SHEETS OR APH RECORDS).

NO FALL WORK WITHOUT PRIOR PERMISSION FROM MANAGER.

***IN WITNESS WHEREOF***, the parties hereto have entered into this Farm Lease and Security Agreement as of the last date set forth below.

**DISCLOSURE:**

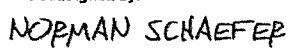
Farmers National Company, Farm Management AGENT for the OWNER, hereby discloses to OPERATOR that: 1) it is acting as the agent of the OWNER, with the duty to represent the OWNER's interest; 2) it is not, and will not be the agent of OPERATOR; and 3) information given to Farmers National Company will be disclosed to the OWNER.

DocuSigned by:  
  
16ACD77332DD4F6...

10/27/2022 | 9:17 AM CDT

***Operator: EDWARD SCHAEFER / 9061***

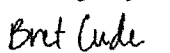
***Date***

DocuSigned by:  
  
40BE54B247F948A...

10/27/2022 | 9:57 AM CDT

***Operator: NORMAN SCHAEFER / 7229***

***Date***

DocuSigned by:  
  
990C491B2C104FA...

10/27/2022 | 10:00 AM CDT

***Agent: FARMERS NATIONAL COMPANY***

***Date***

***The OPERATOR grants the AGENT and/or OWNER permission to receive a copy of the FSA-578 (Crop Acreage Certification and Maps) for the Property and Term included in this lease.***



Farm # 30474 - CITY OF WATERLOO

## FARMERS NATIONAL COMPANY

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### NOTICE OF NO AGENCY

**This Notice of No Agency is being provided as required by Illinois State law.**

Farmers National Company and hereinafter *referred to as "Farm Manager"*.

The "Farm Manager" and Farmers National Company have previously entered into a brokerage agreement to provide certain farm and property management and other real estate brokerage services with the owner of certain property or properties. The "Farm Manager" will not be acting as your agent but will be the designated agent of the owner(s) of the property.

EDWARD SCHAEFER  
NORMAN SCHAEFER  

---

(Tenant(s) Printed Name)

Date copy furnished to tenant: 10/26/2022

Farmers National Company,

A handwritten signature in black ink, appearing to read "Nick Westergaard", enclosed within a rectangular box.

(FNC Illinois Managing Broker)

**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:  
November 7, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Resolution No. 22-15, Authorizing the Execution  
Of a Farm Contract between the City of Waterloo, IL and J & J Septic and  
Sewer Cleaning for the Right to Farm Land on 55.37 acres of Property.  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval  
\_\_\_\_\_
4. Submittal date: 10/28/22  
  
Submitted by:  
Mayor Tom Smith  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DISPOSITION**

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

  
\_\_\_\_\_  
Mayor

**RESOLUTION NO. 22-15**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FARM CONTRACT BETWEEN THE CITY OF WATERLOO, IL AND J & J SEPTIC AND SEWER CLEANING, LLC FOR THE RIGHT TO FARM LAND ON 55.37 ACRES OF PROPERTY.**

**WHEREAS**, attached is a proposed Farm Lease and Security Agreement between the City of Waterloo, Illinois and J & J Septic Tank & Sewer Cleaning, LLC for the Right to Farm Land on 55.37 acres of Property; and,

**WHEREAS**, it is in the best interest of the City of Waterloo, IL, to approve execution of said Farm Lease and Security Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council and the Mayor that the City of Waterloo does hereby direct and authorize the execution of said Farm Lease and Security Agreement as attached.

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 07<sup>th</sup> day of November, 2022.

**APPROVED:**

\_\_\_\_\_  
Thomas G. Smith, Mayor

**ATTESTED:**

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

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

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

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

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



Farm and Ranch Management \* Real Estate Sales \* Auctions \* Appraisals  
Insurance \* Consultations \* Oil & Gas Management \* Forest Resource Management  
National Hunting Leases \* FNC Ag Stock

## ***FARM LEASE AND SECURITY AGREEMENT CASH RENT***

THIS FARM LEASE AND SECURITY AGREEMENT (the "Lease") is entered into by and between *Farmers National Company* ("AGENT"), hereinafter acting as the Farm Manager for CITY OF WATERLOO, the owner of the subject real estate or its authorized representative, ("OWNER") (Agent and Owner are collectively referred to herein as the "MANAGER"), and J & J SEPTIC AND SEWER CLEANING LLC, 5574 SPORTSMAN RD, WATERLOO, IL, 62298 ("OPERATOR").

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto and other good and valuable consideration, it is hereby agreed as follows:

1. **Lease of Property.** MANAGER leases to OPERATOR solely for farming purposes in accordance with the Crop Plan (defined below) the following described real property (the "Property"): W1/2SW1/4SEC. 17, TWP 2S, RGE 9W OF THE 3RD P.M. LESS A DEEDED TRACT OF 0.25 OF AN A. LOCATED IN NE CORNER OF W1/2SW1/4 SUBJECT TO ALL ROW & EASEMENTS OF RECORD, MONROE, County, State of Illinois, containing approximately 79.75 acres, excepting there from all rights to hunt, fish, trap or otherwise take or harvest fish and game upon the Property, all of which rights (including the right to Lease) are reserved to MANAGER, its successors and assigns.

2. **Term.** The term of this Lease shall begin on 01/01/2023 and shall end on 12/31/2024 without notice of any type being required of MANAGER, unless expressly required by applicable state law. *Provided*, however, that MANAGER may earlier terminate this Lease at any time upon OPERATOR's failure to timely pay the full amount of any rent due hereunder or any other default by OPERATOR of its obligations under this Lease.

3. **Rent.** OPERATOR shall pay cash rent ("Cash Rent") to MANAGER, as follows:

55.37 ACRES AT \$100.00 PER ACRE TOTALING \$5,537.00 PLUS POTENTIAL BONUS USING THE FOLLOWING FORMULA:

YIELD X AVERAGE OF RMA BASE & HARVEST PRICE MULTIPLIED BY 25% LESS BASE CASH RENT.

BONUS TO BE PAID ON OR BEFORE DECEMEBER 1ST.

CASH RENT IS DUE AS FOLLOWS:

03/01/2023	\$5,537.00
12/01/2023	TO BE DETERMINED
03/01/2024	\$5,537.00
12/01/2024	TO BE DETERMINED

PROVIDED, HOWEVER, IF ALL OF THE RENT DUE HEREUNDER IS PAID IN FULL ON OR BEFORE 01/01/2023, OR IF THE OPERATOR HAS PROVIDED THE MANAGER WITH



A SATISFACTORY AND ENFORCEABLE LETTER OF CREDIT SECURING ANY REMAINING RENT DUE HEREUNDER, THE PROVISIONS OF PARAGRAPHS 15 THROUGH 19, BELOW, SHALL NOT APPLY.

Cash Rent shall be paid on the dates set forth herein, without further notice from MANAGER to OPERATOR. Cash Rent not paid when due shall bear interest from its due date until paid, at the rate of 18% per annum, or the highest rate allowed by the laws of the state where the Property is located, whichever is less. OPERATOR agrees to pay a service charge of \$25 for any returned or insufficient funds check. OPERATOR will not be entitled to abate Cash Rent for any reason.

4. **Crop Plan.** All crops will be planted, and all cropping practices conducted, in accordance with a written crop plan mutually agreed upon by MANAGER and OPERATOR ("Crop Plan"). The Crop Plan may be agreed upon subsequent to the execution of this Lease in which case it shall hereby be incorporated into and made a part of this Lease. The Crop Plan shall be agreed upon prior to OPERATOR's planting of any crops on the Property. In the event OPERATOR fails to agree to a Crop Plan acceptable to MANAGER, as determined in MANAGER's sole discretion, MANAGER shall have the option to terminate this Lease by written notice to OPERATOR, in which event OPERATOR shall have no further rights under this Lease.
5. **Taxes.** OWNER agrees to pay all taxes, assessments, or other public charges levied or assessed by lawful authority against the Property. OPERATOR agrees to pay all personal property taxes, assessments or other public charges levied or assessed by lawful authority against OPERATOR's personal property during the term of the Lease.
6. **Expenses.** Except as otherwise specified herein, all expenses incident to the operation of the Property during the term of this Lease shall be paid by OPERATOR.

NO EXPENSES TO MANAGER.

100% TO OPERATOR.

MANAGER WILL PAY FOR LIMESTONE WHEN SOIL TEST AND MANAGER INDICATE IT IS NEEDED.

OPERATOR RESPONSIBLE FOR APPLICATION.

7. **Farm Programs.** OPERATOR agrees to enroll and participate in the federal farm program created under the current Agricultural Act administered by the United States Department of Agriculture (herein the "USDA") or the Farm Service Agency (herein the "FSA"), and to comply with all regulations thereof, including, but not limited to, executing all required documents, providing all information required by said agencies, certifying all acreages and maintaining the Property as required. Any reallocation or revision of crop base acreage or established yields shall require the written approval of MANAGER. AGENT does not warrant or guarantee that OWNER will receive any program payments or benefits. Participation by OPERATOR in other programs administered by the USDA, the FSA, or other federal, state or local government agencies on the Property shall be at the option of MANAGER, as determined in MANAGER's sole discretion. Except as expressly provided in this Paragraph above, OPERATOR shall not enroll the Property, or any portion thereof, in any governmental program without the prior written consent of MANAGER, which consent may be withheld in MANAGER's sole and absolute discretion. When participation in such programs is approved by MANAGER in accordance with this Paragraph, OPERATOR agrees to comply with all regulations thereof. OPERATOR shall, for any governmental regulation requiring exact acreages and acreage reports to governmental agencies,

have the subject area measured by the proper authorities, at OPERATOR's sole cost and expense and shall advise MANAGER in writing of all measurements performed. Any division of payments shall be in conformity with applicable governmental laws and regulations. It is mutually understood and agreed that if OPERATOR (a) receives any advance government program payments for the farm year covered by this Lease or any subsequent year, and (b) fails or refuses to comply with the terms and conditions of this Lease, or the applicable governmental programs, and (c) is terminated by MANAGER as OPERATOR under this Lease for any reason, in MANAGER's sole discretion, then OPERATOR agrees to immediately return all of the advanced government program payments. As determined by the applicable government agency, the payments shall either be returned to such government agency, or paid to the new tenant to whom the Property is leased for the applicable farm year.

100% TO OPERATOR. 0% TO MANAGER.

8. **Agricultural Chemicals and Manure.** OPERATOR agrees that the amounts of fertilizer, lime, and other agricultural chemicals to be applied will be in accordance with the Crop Plan agreed to with MANAGER. OPERATOR agrees to haul out and distribute, as agreed with MANAGER, any manure and/or compost suitable to be used, and to apply at the proper time and in the proper manner all fertilizers and agricultural lime. Further, OPERATOR will, upon request, provide MANAGER with receipts, sale tickets, application records, and other documentation showing the use or application of all agricultural chemicals to which state, federal or local record keeping requirements apply. OPERATOR shall be responsible for all costs of purchasing, transporting, and applying manure, fertilizers, and agricultural lime, except as otherwise agreed herein or in writing by MANAGER.

100% TO OPERATOR.

TO BE APPLIED ACCORDING TO LABEL AND PER APPROVED CROPPING PLAN  
PREPARED WITH MANAGER.

9. **Property Condition.** OPERATOR acknowledges and agrees that MANAGER will deliver the Property to OPERATOR in an "AS IS" condition. MANAGER is not making and has not at any time made any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, physical or environmental condition of the Property, productivity, remaining useful life or variety of any grass or other farm crops previously or presently planted on the Property, the actual number of acres or property corners or boundaries of the Property, the suitability, quality or quantity of the Property, or the existence of any governmental approvals. OPERATOR has inspected the Property and is satisfied that it is suitable for the purposes of this Lease. OPERATOR waives all rights or causes of action for latent or hidden defects. MANAGER does not warrant condition of the Property or any improvements thereon situated and OPERATOR specifically accepts same in its present condition and agrees to indemnify, defend and hold MANAGER harmless from any and all claims for injury or injuries, or damage, resulting out of the condition of the Property, latent or patent, of whatever kind or character and as further set forth in the indemnity provisions of this Lease.
10. **Assignment and Subleasing.** OPERATOR may not assign this Lease or any interest therein to any other person or entity, or sublease all or any part of the Property without the prior written consent of MANAGER, which consent may be withheld at MANAGER's sole discretion. Any attempted assignment of this Lease or sublease of the Property without MANAGER's prior written consent shall be void and of no force and effect. For the avoidance of doubt, in addition to

any explicit attempt to assign this Lease or sublease the Property, an attempted assignment of this Lease shall be deemed to have taken place when all or substantially all of the agricultural operations are performed by hired labor or by one or more third parties hired by OPERATOR to perform agricultural operations on a custom basis ordinarily to be performed by OPERATOR.

11. **Right to Enter.** MANAGER, its agents, assigns, lessees, or contractors shall have the right to go upon the Property at any time to inspect the same or to make repairs or improvements thereon, or for any other purposes incidental to the management of the Property. MANAGER, its lessees, agents, assigns or contractors shall also have the right to go upon the Property to fall till, or develop the Property for irrigation, to install conservation structures, to seed or sow any grain or grass thereon or to hunt, fish, trap or otherwise take or harvest fish and game from the Property.
12. **Litigation.** In the event of default by OPERATOR resulting in MANAGER employing an attorney for the purpose of enforcing any provision of this Lease or regaining possession of the Property, OPERATOR agrees to pay MANAGER's reasonable attorney's fees and expenses on demand. Delinquent payments shall draw interest at the default rate referred to in Paragraph 3 above.
13. **Default.** All covenants and agreements contained in this Lease are declared to be conditions of the Lease for the term demised to OPERATOR. Should OPERATOR default in the performance of any covenant, condition or agreement contained herein, MANAGER may terminate the Lease as provided herein, and/or bring an action for damages, specific performance, or other suitable legal or equitable remedies in a court of competent jurisdiction. Any waiver or failure by MANAGER to strictly enforce any provision of this Lease shall not be deemed to restrict or limit MANAGER's ability to strictly enforce said provision at any time thereafter.
14. **Failure to Perform / Right of Entry.** OPERATOR agrees that if it fails to diligently perform any duty or activity provided for hereunder for the proper operation and management of the Property at the proper time, or in the proper manner, or if OPERATOR fails to follow the Crop Plan or assigns this Lease or subleases the Property in whole or in part, without MANAGER's consent, MANAGER may, after giving OPERATOR at least three (3) days written notice, personally delivered to OPERATOR, or sent to OPERATOR's last known address by U. S. Mail, postage pre-paid, either (a) declare this Lease to be terminated and take immediate possession of the Property, and/or (b) enter upon the Property in person or by agent or contractor and perform the necessary duties and activities which OPERATOR should have performed, and MANAGER shall add all expenses incurred therewith and any and all damages resulting from OPERATOR's failure to perform, including, but not limited to, any damages with respect to crop prices, yields, etc. to the Cash Rent to be paid hereunder, the same to be immediately due and bear interest until paid at the default rate set forth under Paragraph 3 above.
15. **Financial Statement.** OPERATOR agrees to furnish MANAGER a statement showing OPERATOR's current financial position upon request of MANAGER.
16. **Insolvency of OPERATOR.** The insolvency of OPERATOR, a receiver being appointed to take possession of all or substantially all of the Property of OPERATOR, the filing of a voluntary or involuntary bankruptcy proceeding or the making of a general assignment for the benefit of creditors by OPERATOR shall, to the extent allowed by law, entitle MANAGER to terminate the Lease and immediately re-enter and regain possession and operation of the Property.
17. **Sale and Removal of Crops.** OPERATOR agrees and acknowledges that, until the scheduled Cash Rent payments due hereunder have been paid and are not delinquent, and all of the grain has been delivered, MANAGER shall have Property rights in the crops produced on the Property, and therefore OPERATOR covenants and agrees not to sell, remove or encumber any of the crops

raised on the Property during the term of this Lease until the Cash Rent due hereunder has been fully paid or MANAGER has given OPERATOR written consent to such sale, removal, or encumbrance.

18. **Security Interest.** As security for the Cash Rents and other payments and obligations due hereunder, OPERATOR hereby grants MANAGER a security interest in all crops growing or to be grown, on the Property, on all harvested crops now owned or hereafter acquired by OPERATOR, wherever stored, grown, or produced, on the Property, on all livestock kept or pastured on the Property, and on all proceeds of such crops and livestock. The security interest granted herein shall extend to and cover all warehouse receipts issued by any warehouse as evidence of the delivery and storage of crops. It shall also extend to general intangibles, accounts, and rents, issues and profits, and farm program payments or entitlements of every type. The security interest shall also extend to any proceeds recovered under insurance policies covering the crops. OPERATOR agrees to execute any and all documents required to grant this security interest and perfect an enforceable lien for the benefit of MANAGER. OPERATOR shall furnish MANAGER a list of buyers, commission merchants, and selling agents to or through whom OPERATOR may sell crops growing or to be grown on the Property.
19. **Warranty of OPERATOR.** OPERATOR expressly warrants and guarantees to MANAGER that any security interest granted to MANAGER is a first security interest, prior and paramount to any and all other security interests pertaining to the Property covered thereby, including, but not limited to those that may have been granted to a lender, machinery or equipment provider, or crop input provider. OPERATOR further agrees that if this warranty and guaranty is breached, OPERATOR will promptly obtain such releases, waivers or subordinations from other secured parties as may be required to provide MANAGER with a first security interest, and upon failure to do so, MANAGER may, in addition to any other remedy it may have hereunder, immediately terminate this Lease and enter into full possession of the Property and seek any and all legal or equitable remedies available to MANAGER, including, but not limited to, those remedies set forth in Paragraph 13 hereof.
20. **OPERATOR'S Contribution, Accounting.** OPERATOR agrees: (a) to follow the agricultural practices that are currently recommended for, and that are best adapted to this type of Property and crops, and this locality, unless other practices are expressly agreed upon in writing with MANAGER; (b) to furnish all labor and equipment necessary to operate the Property; (c) to promptly complete a "harvest results" card, and return it to MANAGER within 48 hours following delivery of MANAGER'S harvested grain, if any; and (d) to reimburse MANAGER for any loss experienced by MANAGER as a result of OPERATOR's failure to provide the harvest results to MANAGER as required under (c), above. Despite any provision herein to the contrary, OPERATOR shall provide, at its own cost and expense, complete and accurate yield documentation to MANAGER within two (2) weeks following harvest of each crop grown on the Property. Yield documentation under this Paragraph shall be in the form of scale tickets, yield monitor data, or actual grain bin measurements. OPERATOR's failure to provide the information required by this Paragraph shall be considered to be a material default of the terms of this Lease.
21. **Care of Property.** OPERATOR agrees that it will: (a) cultivate and otherwise operate the Property in a professional workmanlike manner, and in accordance with the Crop Plan and generally recognized and approved agricultural practices; (b) when so directed, farm on the contour, or use minimum tillage or no tillage agricultural practices; (c) operate the Property in conformity with appropriate soil and water conservation practices, and in such a way as to maintain and if possible enhance soil productivity; (d) operate the Property in conformity with all required or applicable conservation plans or programs, including but not limited to those subject to



the jurisdiction of USDA, FSA and EPA and their related agencies; (e) continuously strive to enhance environmental quality and protect the natural resource base by ensuring the use of sound, safe, and legal practices and by preventing wastefulness in the use of resources on the Property; and (f) keep the Property clean and free of trash, rubbish, refuse, dead animals and waste.

22. **Environmental Compliance.** OPERATOR warrants that: (a) it is knowledgeable of the Federal, State and Local laws and regulations pertaining to the operation of the Property with regard to matters of environmental compliance, and the protection and preservation of soil, water and other natural resources; (b) it will operate the Property in full compliance with all such laws, and will notify MANAGER immediately of any accidents, problems, conditions or occurrences on the Property which may threaten compliance with such laws or regulations, or which may result in liability or damage being imposed upon the AGENT or OWNER; (c) all fertilizers, agricultural chemicals, petroleum products and hazardous or toxic wastes or substances in, on, or affecting the Property will be handled, used, stored, contained, transported, applied, removed and/or disposed of in accordance with all applicable laws, regulations, manufacturer's directions and labeling; (d) it is knowledgeable of the Worker Protection Standard adopted by EPA, and it will see that the requirements of the Standard are adhered to in regard to the use and application of agricultural chemicals on the Property; and (e) it will promptly complete any Environmental Questionnaires or other requests for environmental information solicited by MANAGER.
23. **Machinery and Equipment.** OPERATOR shall be responsible for providing the machinery and equipment necessary for planting, cultivating and harvesting the crops, and for any other agricultural operations incidental to operating the Property covered by this Lease. All costs of purchasing, renting, leasing, and operating the machinery and equipment, including the cost of custom operations, shall be paid by OPERATOR, except as otherwise specified herein.
24. **Weed Control.** OPERATOR agrees to keep the cultivated areas clean and free from weeds and further agrees to cut or spray weeds, trees and shrubs growing in the fence rows and non-crop areas, as are necessary to keep these areas neat and presentable. All costs involved in controlling weeds shall be paid by OPERATOR except as otherwise specified herein. OPERATOR agrees to mow the roadsides as often as necessary to present a neat appearance or as directed by MANAGER.
25. **Insect and Disease Control.** OPERATOR agrees to carry out all approved practices for the control and eradication of corn borer, rootworm, and other crop insects, pests and diseases, as may be necessary, at OPERATOR's own cost, unless otherwise specified herein, or in writing by MANAGER.
26. **Crop Handling.** If applicable, OPERATOR shall be responsible for the costs of handling crops raised on the Property, unless otherwise agreed herein or in writing by MANAGER. For purposes of this Paragraph, "handling" shall include, but shall not be limited to placing crops in storage facilities located on the Property, hauling to a grain elevator or other facility selected by MANAGER, and such other handling services as required from time to time by MANAGER.
27. **Straw and Stalks.** OPERATOR agrees not to burn any stacks, straw, stalks, or stubble, or to remove any straw or stalks from the Property, unless otherwise expressly agreed herein, or in writing by MANAGER.
28. **Improvements.** OPERATOR agrees to perform ordinary maintenance tasks and will otherwise properly maintain all buildings, tile lines, fences, irrigation equipment, water systems and other improvements on the Property, and shall yield them up to MANAGER at the end of the Lease term in as good order and condition as at the beginning thereof, normal wear and tear excepted. OPERATOR further agrees to provide labor and to haul such materials as may be necessary for

said maintenance, and to provide the labor and materials necessary to make minor repairs to said improvements that are or may be due as a result of ordinary wear and tear. OPERATOR shall be solely responsible for the cost of making repairs to improvements which have been damaged or destroyed because of OPERATOR's failure to maintain, or otherwise because of OPERATOR's neglect, abuse, negligence, or lack of attention. It is mutually understood and agreed that MANAGER shall not be obligated to replace any improvements lost or destroyed, regardless of whether or not such loss was covered by insurance.

**29. Fences.** OPERATOR will maintain and remove existing fences located on the Property at the request of MANAGER without charge for labor. In the event new fence is required as determined by MANAGER in its sole discretion, compensation shall be paid to OPERATOR as provided for elsewhere herein or otherwise agreed to in a separate written agreement.

**30. Improvements Made by OPERATOR.** It is mutually understood and agreed between the parties hereto that all buildings, fences and improvements of every kind and nature ("Improvements") that may be erected upon the Property during the term of this Lease by OPERATOR shall inure to the Property and become the Property of MANAGER unless permission to construct and remove the same shall be obtained from MANAGER, in writing, prior to the construction of the Improvements.

**31. Insurance.** OPERATOR shall carry the following types and minimum coverage of insurance: (a) Worker's Compensation Insurance if required under the laws of the state where the Property is located; (b) Commercial General Liability and/or Farm Liability Insurance, including Employer's Liability, with respect to OPERATOR's use and occupancy of the Property and all operations incidental thereto, with limits of not less than \$1,000,000 per occurrence. OPERATOR may at the option of MANAGER be required to name the OWNER and the AGENT as additional insureds. This insurance shall also provide contractual liability insurance covering the obligations assumed by OPERATOR under the indemnity provisions under this Lease; (c) if required by MANAGER, crop or crop/revenue insurance coverage. If crop or crop/revenue insurance is required, it will be set forth in Paragraph 49, below. OPERATOR hereby certifies that all applicable insurance coverages are currently in effect and will remain in effect and unchanged throughout the term of this Lease and will provide a certificate of insurance to MANAGER.

**32. Waiver of Subrogation.** MANAGER and OPERATOR each hereby waives all claims for recovery from the other for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitations that this waiver shall apply only when permitted by the applicable policy of insurance.

**33. Indemnification.** OPERATOR agrees to indemnify, defend and hold OWNER and the MANAGER harmless from any and all claims, liability, loss, damage or expenses arising out of OPERATOR's occupation and use of the Property, specifically including without limitation any claim, liability, loss or damage arising: (a) by reason of the injury to person or property from whatever cause (other than the gross negligence or intentional acts by MANAGER) while in, on or near the Property or in any way connected with the Property or with the improvements or personal property in or on the Property, including any liability for injury to the person or personal property of OPERATOR its agents, employees, licensees or invitees; (b) by reason of any work performed on the Property or materials furnished on the Property at the instance of or request of OPERATOR, its agents, employees, licensees or invitees, other than the gross negligence or intentional acts by MANAGER, its agents or employees; (c) by reason of OPERATOR's failure to perform any provision of this Lease or to comply with any requirement imposed upon it or on the Property by any duly authorized governmental agency or political subdivision; provided that

OPERATOR shall not be responsible to comply with any requirements necessitating structural or permanent improvements or changes to the Property; or (d) because of OPERATOR's failure or inability to pay as they become due any obligation incurred by it in the agricultural or other operations conducted by it on the Property. The provisions of the foregoing indemnification agreement shall remain in effect following the termination of this Lease.

- 34. Independent Contractors.** If OPERATOR employs independent contractors to perform any work on the Property, or to conduct its farming operation, OPERATOR shall supervise the work performed by such contractors and assure MANAGER that each contractor maintains in full force and effect, at contractor's sole cost and expense, the kinds and amounts of insurance specified in Paragraph 31 herein, and any other insurance MANAGER deems reasonably necessary or desirable, under the circumstances.
- 35. Expiration of Term; Termination.** Upon expiration of the term of this Lease, or upon termination of the Lease prior to expiration of the term, OPERATOR covenants and agrees as follows: (a) OPERATOR will promptly surrender possession of the Property to MANAGER or its designee in as good order and condition as when the same was entered upon by OPERATOR, loss by fire, acts of God, or ordinary wear and tear excepted; (b) OPERATOR will, prior to the expiration or termination date, remove all of its grain, farm equipment, livestock, tools, supplies, rubbish, and personal property of all types and description from the Property at its own cost and expense; and (c) if OPERATOR should fail to deliver possession of the Property to MANAGER or otherwise fails to comply with the terms of this Paragraph, MANAGER may at its option, take such action as required by local law to obtain possession of the Property and to remove OPERATOR's personal property, at OPERATOR's sole cost and expense, or charge OPERATOR liquidated damages in the amount of \$250 per day until possession has been delivered and OPERATOR's personal property has been removed, it being agreed that it would be difficult to determine the actual amount of damages that may be suffered by MANAGER by reason of OPERATOR's failure to yield possession, and that said liquidated damages are a reasonable estimate of the actual damages that MANAGER would incur in such an event.
- 36. Binding Effect.** Except as provided in Paragraph 41, and except as may be mutually agreed by the parties, the provisions of this Lease shall be binding upon the heirs, executors, administrators, and successors of both MANAGER and OPERATOR in like manner as upon the original parties. The rights referred to herein shall not include subleasing or assignment as set forth above.
- 37. No Partnership.** This Lease should not be construed as giving rise to a partnership, neither party shall be liable for debts or obligations of the other, and OPERATOR has no authority to incur any obligation on behalf of OWNER or AGENT.
- 38. Notices.** Except as otherwise expressly provided by law, any and all notices or communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party shall be in writing and shall be deemed to be duly served and given when personally delivered, or deposited in the United States Mail, First Class, postage pre-paid, addressed to the party at its last known address.
- 39. Time of Essence.** Time is expressly declared to be of the essence in this Lease.
- 40. Sale of Property.** OPERATOR acknowledges and agrees that OWNER may desire to sell the Property between the time this Lease is made and entered into and the following January 1st. If a sale contract on the Property is entered into, and OPERATOR is notified in writing of the sale, before such January 1<sup>st</sup>, OPERATOR agrees to terminate this Lease and to return full possession of the Property to MANAGER. MANAGER agrees to reimburse OPERATOR for any labor or inputs provided by OPERATOR in anticipation of the upcoming crop year. Reimbursement shall

be at a rate not in excess of the custom rates published by the local State University or County Extension Office.

41. **Death or Incapacity of OPERATOR.** OPERATOR agrees that this Lease is a personal services contract with MANAGER, and that in the event of OPERATOR's death or disability prior to commencement of farming operations or payment of all Cash Rent due hereunder, whichever occurs first, this Lease shall, at MANAGER's option, not take effect and shall be null and void.
42. **Termination - Compensation for Work Done.** OPERATOR acknowledges and agrees that this Lease will terminate on the date set forth under Paragraph 2 above, and that OPERATOR is not authorized to provide labor or inputs of any kind in anticipation of growing crops to be harvested following the termination date (e.g. wheat), without the prior written approval of MANAGER, which may be withheld in MANAGER's sole discretion. OPERATOR shall not be entitled to reimbursement for labor or inputs voluntarily provided, without the prior written approval of MANAGER, which may be withheld in MANAGER's sole discretion. Where such prior written approval has been granted, reimbursement shall be at a rate not in excess of the custom rates published by the local State University or County Extension Office.
43. **Possession – Liability.** MANAGER shall not be liable in damages for its failure to deliver possession of the Property for any cause beyond its control.
44. **Extension of Term – Amendments.** The parties hereto agree that no act of either party or both parties hereunder shall be construed as an extension of this Lease or any change in its terms unless the same is reduced to writing and signed by both parties.
45. **Oil, Gas and Minerals.** This Lease is subject to all oil, gas or mineral Leases heretofore or hereafter executed by OWNER or its agents. OPERATOR agrees to allowing exploration companies to enter upon the Property and make such exploration and drilling as may be proper at any time upon agreement by the exploration companies to pay for all damages to growing crops of OPERATOR and growing crops and Property of MANAGER. Upon request, OPERATOR shall be notified by MANAGER of known or anticipated oil, gas or mineral exploration activity.
46. **General.** It is mutually understood and agreed that the use of Global Positioning Technology or any digital on-line platform on the Property is approved by the MANAGER. All information gathered from the use of Global Positioning Technology or any digital on-line platform that the OPERATOR is in possession of will be promptly delivered to the MANAGER upon request. Additionally, this Lease shall be governed by the laws of the state in which the Property is located. It is further recognized by the parties that certain form provisions of this Lease may not apply due to the particular type of agricultural operation covered. Therefore, this Lease shall be understood and interpreted in a manner consistent with the actual agricultural operation covered herein, and the applicable laws of the state in which the Property is located.
47. **Counterparts.** This Lease may be signed in one or more counterparts, which when taken together, shall constitute one and the same Lease. The parties may execute this Lease and exchange counterparts by means of facsimile or electronic transmission and the parties agree that the receipt of such executed counterparts shall be binding on the parties and shall be construed as originals.
48. **Exclusion.** Notwithstanding anything herein to the contrary, the following paragraphs are void and are deemed to be not a part of this lease:
49. **Miscellaneous Provisions.**  
OPERATOR RESPONSIBLE FOR AT MINIMUM MAINTENANCE FERTILIZER  
ANNUALLY AND SOIL TESTS OF FARM AS DIRECTED BY FARM MANAGER.



EVIDENCE OF FOLLOWING TO BE PROVIDED WHEN REQUESTED BY FARM MANAGER:

- A) YIELDS, I.E., SETTLEMENT SHEETS, YIELD MAPS, CROP INSURANCE RECORDS.
- B) FERTILIZER, SEED AND HERBICIDE USED ON FARM.
- C) FSA 578S.
- D) FSA PROGRAM CONTRACTS.
- E) OTHER ITEMS THAT RELATE TO THIS FARM.

MANAGER TO PROVIDE LIMESTONE MATERIAL WHEN SOIL TEST AND MANAGER INDICATE IT IS NEEDED. OPERATOR RESPONSIBLE FOR APPLICATION. OPERATOR TO PROVIDE SOIL TEST AND COPY OF RESULTS TO MANAGER EVERY 3 YEARS.

OPERATOR TO PROVIDE EVIDENCE OF PRODUCTION TO MANAGER NO MORE THAN 30 DAYS FOLLOWING HARVEST. (SETTLEMENT SHEETS OR APH RECORDS).

NO FALL WORK WITHOUT PRIOR PERMISSION FROM MANAGER.

THE FOLLOWING ITEMS ARE AGREED TO IN ORDER TO FULFILL THE LAND APPLICATION REQUIREMENTS FROM IEPA.

BY SIGNING THIS LEASE, THE OPERATORS AGREE TO THE FOLLOWING:

1. THE CONTRACTOR MUST MAINTAIN ALL RECORDS AND REGULATORY APPROVALS FOR AGRICULTURAL LAND APPLICATION IN ACCORDANCE WITH AND IN CONFORMANCE TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES AND REGULATIONS.
2. PROVIDE ALL MATERIAL, FUEL, TOOLS, EQUIPMENT, SERVICES, SUPERVISION AND LABOR TO LAND APPLY CITY OF WATERLOO RESIDUALS.
3. PROVIDE THE CITY OF WATERLOO WITH COPIES OF ALL CORRESPONDENCE AND OTHER COMMUNICATIONS PERTAINING TO THE RESIDUALS MANAGEMENT AND UTILIZATION PROGRAM.
4. EMPLOY "STATE OF THE ART" LAND APPLICATION METHODS, APPROVED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY AND ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (I.E.P.A.), AS REQUIRED.
5. DEVELOP AND IMPLEMENT RECORD KEEPING AND REPORTING PROGRAMS THAT COMPLY WITH I.E.P.A. AND/OR REGULATORY REQUIREMENTS.
6. DEVELOP AND IMPLEMENT AN ENVIRONMENTAL SAFEGUARD AND SAFETY PLAN FOR THE PROJECT.
7. PROVIDE PROOF OF LIABILITY INSURANCE.
8. INDEMNIFY AND HOLD THE CITY OF WATERLOO HARMLESS FROM ALL DAMAGES, CLAIMS OR CAUSES OF ACTION ARISING FROM THE UTILIZATION OF RESIDUALS GENERATED BY THE CITY OF WATERLOO.

***IN WITNESS WHEREOF***, the parties hereto have entered into this Farm Lease and Security Agreement as of the last date set forth below.

**DISCLOSURE:**

Farmers National Company, Farm Management AGENT for the OWNER, hereby discloses to OPERATOR that: 1) it is acting as the agent of the OWNER, with the duty to represent the OWNER's interest; 2) it is not, and will not be the agent of OPERATOR; and 3) information given to Farmers National Company will be disclosed to the OWNER.

DocuSigned by:  
  
390B4A96743B4F3...  
10/26/2022 | 2:09 PM CDT  
***Operator: J & J SEPTIC AND SEWER CLEANING LLC / 9698***  
***Date***

DocuSigned by:  
  
990C491B2C104FA...  
10/26/2022 | 2:25 PM CDT  
***Agent: FARMERS NATIONAL COMPANY***  
***Date***

***The OPERATOR grants the AGENT and/or OWNER permission to receive a copy of the FSA-578 (Crop Acreage Certification and Maps) for the Property and Term included in this lease.***



Farm # 30474 - CITY OF WATERLOO

## FARMERS NATIONAL COMPANY

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### NOTICE OF NO AGENCY

**This Notice of No Agency is being provided as required by Illinois State law.**

Farmers National Company and hereinafter *referred to as "Farm Manager"*.

The "Farm Manager" and Farmers National Company have previously entered into a brokerage agreement to provide certain farm and property management and other real estate brokerage services with the owner of certain property or properties. The "Farm Manager" will not be acting as your agent but will be the designated agent of the owner(s) of the property.

J & J SEPTIC AND SEWER CLEANING LLC  
(Tenant(s) Printed Name)

Date copy furnished to tenant: 10/26/2022

Farmers National Company,

A handwritten signature in black ink, appearing to read "Nick Westergaard", is written over a horizontal line.

(FNC Illinois Managing Broker)

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:  
November 07, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Warrant No. 619.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval.  
\_\_\_\_\_
4. Submittal date: 11-02-22  
  
Submitted by: \_\_\_\_\_  
Shawn Kennedy, Collector / Budget Officer  
\_\_\_\_\_  
\_\_\_\_\_

DISPOSITION

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

  
\_\_\_\_\_  
Mayor

SYS DATE:11/04/22

DATE: 10/31/22

CITY OF WATERLOO  
C L A I M S H E E T  
Monday October 31,2022  
WARRANT #619

SYS TIME:09:28

[NCS]

PAGE 1

VENDOR #	NAME	DEPT.	AMOUNT
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## 01 GENERAL FUND

LEGISLATIVE			
EL075	ELAN FINANCIAL SERVICES	01-12	406.77
FO750	FOSTER & FOSTER, INC.	01-12	5,835.00
KA020	K & D PRINTING	01-12	613.00
LA102	LANDMARKS ILLINOIS	01-12	100.00
VE360	VERVOCITY INTERACTIVE	01-12	139.00
WA300	CAPITAL ONE	01-12	49.52

\*\*TOTAL LEGISLATIVE 7,143.29

FINANCE			
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-13	37.82
AM500	AMERICOM IMAGING SYSTEMS, INC.	01-13	67.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-13	68.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-13	8,282.59
CL340	CLINICAL COLLECTION MANAGEMENT	01-13	75.00
CO025	COAST TO COAST EQUIP & SUPPLIES	01-13	97.90
DA040	D AND D DISTRIBUTING SERVICES, IN	01-13	48.98
DE430	DELL MARKETING L.P.	01-13	664.06
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-13	731.08
EL075	ELAN FINANCIAL SERVICES	01-13	20.00
FI100	FIDELITY SECURITY LIFE INSURANCE	01-13	83.49
FI575	FIRST NATIONAL BANK OF WATERLOO	01-13	46.80
GR390	GREAT AMERICA LEASING CORPORATIO	01-13	25.00
HA390	HARRISONVILLE TELEPHONE	01-13	1,326.50
IL952	ILLINOISOUTH TOURISM	01-13	600.00
KA020	K & D PRINTING	01-13	5.50
LA088	LANDIS+GYR TECHNOLOGY, INC.	01-13	421.28
RE440	REJIS COMMISSION	01-13	510.10
RO400	ROTOLITE OF ST LOUIS INC	01-13	35.00
ST120	STAPLES BUSINESS ADVANTAGE	01-13	221.98
TE230	TEK-COLLECT, INC.	01-13	33.48

\*\*TOTAL FINANCE 13,402.16

BUILDING			
CI250	CITY OF WATERLOO	01-14	4,251.69
EL075	ELAN FINANCIAL SERVICES	01-14	97.09
KO470	KONE INC.	01-14	310.44
ST120	STAPLES BUSINESS ADVANTAGE	01-14	157.01
TE175	TECH ELECTRONICS	01-14	87.00
TR120	TRANE	01-14	762.00

\*\*TOTAL BUILDING 5,665.23

LEGAL			
ST025	ST CLAIR, GILBRETH & STEPPIG LLC	01-15	12,639.20

\*\*TOTAL LEGAL 12,639.20

ZONING/BUILDING INSPECTOR			
AL125	AL'S AUTOMOTIVE SUPPLY INC.	01-16	33.75
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-16	14.18
AY200	1ST AYD CORPORATION	01-16	27.75
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-16	14.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-16	4,573.26
CO025	COAST TO COAST EQUIP & SUPPLIES	01-16	583.49
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-16	231.62
FI100	FIDELITY SECURITY LIFE INSURANCE	01-16	28.26
HE320	HENRY, MEISENHEIMER & GENDE, INC.	01-16	2,388.45
IR300	IRON CRAFTERS INC	01-16	3.48
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	01-16	157.82
WA850	WATERLOO LUMBER COMPANY	01-16	69.52

\*\*TOTAL ZONING/BUILDING INSPECTOR 8,125.58

RECORDS			
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-18	7.09



VENDOR #	NAME	DEPT.	AMOUNT
=====			
01 GENERAL FUND			
RECORDS			
AM122	AMERICAN LEGAL PUBLISHING CORPORA	01-18	359.25
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-18	7.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-18	1,185.96
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-18	85.28
FI100	FIDELITY SECURITY LIFE INSURANCE	01-18	9.13
RE410	REPUBLIC TIMES LLC	01-18	188.50
**TOTAL RECORDS			1,842.21
POLICE			
AL125	AL'S AUTOMOTIVE SUPPLY INC.	01-21	99.46
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-21	132.94
AY200	1ST AYD CORPORATION	01-21	27.75
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-21	126.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-21	30,478.10
BL420	BLUE LINE LEARNING GROUP, LLC	01-21	544.00
CO025	COAST TO COAST EQUIP & SUPPLIES	01-21	620.00
DA015	DAHLEM, ANDREW	01-21	21.80
DA040	D AND D DISTRIBUTING SERVICES, IN	01-21	125.88
DA082	DATATRONICS, INC.	01-21	19,704.40
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-21	1,542.48
EL075	ELAN FINANCIAL SERVICES	01-21	651.82
FI100	FIDELITY SECURITY LIFE INSURANCE	01-21	197.83
FI580	FIRSTSPEAR, LLC	01-21	2,003.80
HA390	HARRISONVILLE TELEPHONE	01-21	309.61
IL100	ILL. ASSOC. CHIEFS-POLICE	01-21	265.00
IR300	IRON CRAFTERS INC	01-21	3.42
JO200	JOHN DEERE FINANCIAL	01-21	238.93
LE425	LEON UNIFORM CO.	01-21	222.95
MO425	MONROE COUNTY ELECTRIC COMPANY	01-21	48.87
MO460	MONROE COUNTY GENERAL FUND	01-21	17,083.30
MO578	MORAVEC, STEPHEN	01-21	362.81
MO755	MOTOROLA SOLUTIONS, INC.	01-21	936.00
MU350	MUNICIPAL ELECTRONICS	01-21	655.00
OH200	RAY O'HERRON COMPANY	01-21	1,553.00
OM370	OMNIGO SOFTWARE	01-21	25,306.10
RE440	REJIS COMMISSION	01-21	877.29
RO200	ED ROEHR AUTO RADIO CO., INC.	01-21	80.66
SU600	SURE SHINE AUTO WASH	01-21	488.70
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	01-21	157.81
VE250	VERIZON	01-21	105.09
WA300	CAPITAL ONE	01-21	509.51
WA850	WATERLOO LUMBER COMPANY	01-21	450.00
WI116	WIEGAND, SHAUN	01-21	20.95
WI390	WIRELESS USA	01-21	60.00
**TOTAL POLICE			106,011.26
SOCIAL SERVICES			
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-34	7.09
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-34	7.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-34	2,286.63
BU550	BUTLER SUPPLY COMPANY	01-34	2,031.68
CI350	CITY OF WATERLOO - ELECTRIC FUND	01-34	5,000.00
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-34	137.09
DE650	DEUTCH, SARAH	01-34	50.00
EL075	ELAN FINANCIAL SERVICES	01-34	855.90
FI100	FIDELITY SECURITY LIFE INSURANCE	01-34	14.13
HU235	HUMAN SUPPORT SERVICE	01-34	321.92
IL952	ILLINOISOUTH TOURISM	01-34	400.00
JO200	JOHN DEERE FINANCIAL	01-34	204.89
MC130	MCCLATCHEY COMPANY LLC	01-34	300.00
MI240	MIDWEST BLOCK & BRICK	01-34	23.40
MO425	MONROE COUNTY ELECTRIC COMPANY	01-34	764.41
NO450	NORTH COUNTY NEWS	01-34	126.00
RE410	REPUBLIC TIMES LLC	01-34	119.40
RE450	RELIABLE SANITATION	01-34	75,392.65

SYS DATE:11/04/22

CITY OF WATERLOO  
C L A I M S H E E T  
Monday October 31,2022

SYS TIME:09:28

[NCS]

DATE: 10/31/22

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VENDOR #	NAME	DEPT.	AMOUNT
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## 01 GENERAL FUND

## SOCIAL SERVICES

UP805	UPS STORE	01-34	53.17
WA300	CAPITAL ONE	01-34	168.87
WA850	WATERLOO LUMBER COMPANY	01-34	57.74

**TOTAL SOCIAL SERVICES			88,321.97
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## STREETS &amp; ALLEYS

AL125	AL'S AUTOMOTIVE SUPPLY INC.	01-41	664.19
AM005	AMALGAMATED LIFE INSURANCE COMPAN	01-41	42.54
AY200	1ST AYD CORPORATION	01-41	27.75
BA140	BASHLIN INDUSTRIES, INC.	01-41	265.45
BA400	BAXMEYER CONSTRUCTION, INC.	01-41	37,782.66
BE115	BENEFIT PLANNING CONSULTANTS, INC	01-41	35.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOI	01-41	7,638.83
BU550	BUTLER SUPPLY COMPANY	01-41	984.68
CA110	CAMPER EXCHANGE	01-41	199.68
CH420	CHEMCO INDUSTRIES, INC.	01-41	524.27
CI250	CITY OF WATERLOO	01-41	1,106.73
CL200	CLEAN UNIFORM SERVICES	01-41	58.40
CO250	COLUMBIA QUARRY	01-41	172.85
DA040	D AND D DISTRIBUTING SERVICES, IN	01-41	138.43
DE490	DELTA DENTAL OF ILLINOIS - RISK	01-41	368.32
DR200	DRAKE-SCRUGGS	01-41	2,871.63
FA150	FABICK TRACTOR	01-41	1,562.01
FI100	FIDELITY SECURITY LIFE INSURANCE	01-41	65.74
HA390	HARRISONVILLE TELEPHONE	01-41	44.47
HE320	HENRY, MEISENHEIMER & GENDE, INC.	01-41	6,598.36
HU200	HUEBNER CONCRETE CONTRACTING, INC	01-41	52,754.84
IN458	INTERSTATE BILLING SERVICE, INC.	01-41	113.00
IR300	IRON CRAFTERS INC	01-41	181.08
JO200	JOHN DEERE FINANCIAL	01-41	1,415.83
LA500	LAWSON PRODUCTS, INC.	01-41	2,120.10
MO755	MOTOROLA SOLUTIONS, INC.	01-41	9.00
RM600	R & M OIL COMPANY	01-41	273.00
RO385	ROOTERS AMERICAN MAIN, INC.	01-41	39,779.50
SN200	SNAP-ON	01-41	155.94
TE350	TERMINAL SUPPLY COMPANY	01-41	432.97
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	01-41	157.81
WA430	WARNER COMMUNICATIONS CORP.	01-41	93.75
WA432	WARNING LITES OF SOUTHERN ILLINOI	01-41C	1,874.25
WA850	WATERLOO LUMBER COMPANY	01-41	1,007.52

**TOTAL STREETS & ALLEYS			161,520.58
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01 GENERAL FUND

GRAND TOTAL 404,671.48

VENDOR #	NAME	DEPT.	AMOUNT
51 WATER FUND			
WATER ADMINISTRATION			
AM005	AMALGAMATED LIFE INSURANCE COMPAN	51-11	11.22
AM500	AMERICOM IMAGING SYSTEMS, INC.	51-11	67.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	51-11	12.60
BH200	BHMG SERVICE CORPORATION	51-11	17,974.40
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	51-11	2,000.54
CL340	CLINICAL COLLECTION MANAGEMENT	51-11	75.00
CO025	COAST TO COAST EQUIP & SUPPLIES	51-11	97.91
DE430	DELL MARKETING L.P.	51-11	664.06
DE490	DELTA DENTAL OF ILLINOIS - RISK	51-11	104.99
FI100	FIDELITY SECURITY LIFE INSURANCE	51-11	13.12
GR390	GREAT AMERICA LEASING CORPORATIO	51-11	25.00
HE320	HENRY, MEISENHEIMER & GENDE, INC.	51-11	1,500.00
KA020	K & D PRINTING	51-11	5.50
LA088	LANDIS+GYR TECHNOLOGY, INC.	51-11	421.28
MO390	MONROE COUNTY COLLECTOR	51-11	750.46
RE440	REJIS COMMISSION	51-11	510.09
RO400	ROTOLITE OF ST LOUIS INC	51-11	35.00
ST120	STAPLES BUSINESS ADVANTAGE	51-11	213.46
TE230	TEK-COLLECT, INC.	51-11	33.48
WA300	CAPITAL ONE	51-11	34.44
**TOTAL WATER ADMINISTRATION			24,549.55
WATER DISTRIBUTION			
AL125	AL'S AUTOMOTIVE SUPPLY INC.	51-48	17.96
AM005	AMALGAMATED LIFE INSURANCE COMPAN	51-48	13.59
AY200	1ST AYD CORPORATION	51-48	27.75
BE115	BENEFIT PLANNING CONSULTANTS, INC	51-48	14.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	51-48	3,026.96
BU550	BUTLER SUPPLY COMPANY	51-48	80.69
CI250	CITY OF WATERLOO	51-48	837.46
CO600	CORE & MAIN	51-48	4,838.58
DA040	D AND D DISTRIBUTING SERVICES, IN	51-48	12.59
DE490	DELTA DENTAL OF ILLINOIS - RISK	51-48	171.30
FI100	FIDELITY SECURITY LIFE INSURANCE	51-48	18.94
HA390	HARRISONVILLE TELEPHONE	51-48	128.48
IM100	IMCO UTILITY SUPPLY	51-48	6,379.30
IR300	IRON CRAFTERS INC	51-48	51.42
JO200	JOHN DEERE FINANCIAL	51-48	122.65
MO755	MOTOROLA SOLUTIONS, INC.	51-48	9.00
NO455	NORTHERN SAFETY CO., INC.	51-48	470.82
RM600	R & M OIL COMPANY	51-48	273.00
SN200	SNAP-ON	51-48	155.94
TE240	TEKLAB, INC	51-48	277.50
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	51-48	1,207.81
TY200	TYNDALE COMPANY, INC.	51-48	1,187.65
US150	USA BLUE BOOK	51-48	118.35
WA300	CAPITAL ONE	51-48	338.74
WA430	WARNER COMMUNICATIONS CORP.	51-48	93.75
WA850	WATERLOO LUMBER COMPANY	51-48	23.73
**TOTAL WATER DISTRIBUTION			19,897.96
51 WATER FUND		GRAND TOTAL	44,447.51

VENDOR #	NAME	DEPT.	AMOUNT
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## 52 SEWER FUND

## SEWER ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	52-11	11.23
AM500	AMERICOM IMAGING SYSTEMS, INC.	52-11	67.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	52-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	52-11	2,000.54
CL340	CLINICAL COLLECTION MANAGEMENT	52-11	150.00
CO025	COAST TO COAST EQUIP & SUPPLIES	52-11	97.91
DE430	DELL MARKETING L.P.	52-11	664.06
DE490	DELTA DENTAL OF ILLINOIS - RISK	52-11	104.99
FI100	FIDELITY SECURITY LIFE INSURANCE	52-11	13.11
GR390	GREAT AMERICA LEASING CORPORATIO	52-11	25.00
KA020	K & D PRINTING	52-11	5.50
LA088	LANDIS+GYR TECHNOLOGY, INC.	52-11	421.28
MO390	MONROE COUNTY COLLECTOR	52-11	750.46
RE440	REJIS COMMISSION	52-11	510.09
RO400	ROTOLITE OF ST LOUIS INC	52-11	35.00
ST120	STAPLES BUSINESS ADVANTAGE	52-11	243.16
TE230	TEK-COLLECT, INC.	52-11	33.47
TE425	TESTING ANALYSIS CONTROL	52-11	864.00

\*\*TOTAL SEWER ADMINISTRATION 6,009.40

## SEWER TREATMENT PLANT

AL125	AL'S AUTOMOTIVE SUPPLY INC.	52-43	1,230.32
AM005	AMALGAMATED LIFE INSURANCE COMPAN	52-43	21.27
AY200	1ST AYD CORPORATION	52-43	532.65
BE115	BENEFIT PLANNING CONSULTANTS, INC	52-43	21.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	52-43	7,600.22
BU550	BUTLER SUPPLY COMPANY	52-43	139.55
CI250	CITY OF WATERLOO	52-43	15,684.55
DA040	D AND D DISTRIBUTING SERVICES, IN	52-43	12.59
DE490	DELTA DENTAL OF ILLINOIS - RISK	52-43	387.93
EL360	ELECTRO DOOR SYSTEMS, INC.	52-43	192.00
FI100	FIDELITY SECURITY LIFE INSURANCE	52-43	47.20
HA390	HARRISONVILLE TELEPHONE	52-43	70.81
IR300	IRON CRAFTERS INC	52-43	3.42
JJ300	J & J SEPTIC TANK & SEWER CLEANIN	52-43	1,200.00
MO755	MOTOROLA SOLUTIONS, INC.	52-43	9.00
OM350	OMNI SITE	52-43	202.65
OR200	O'REILLY AUTOMOTIVE, INC.	52-43	25.76
RM600	R & M OIL COMPANY	52-43	273.00
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	52-43	157.81
US150	USA BLUE BOOK	52-43	129.90
WA430	WARNER COMMUNICATIONS CORP.	52-43	93.75
WA850	WATERLOO LUMBER COMPANY	52-43	82.09

\*\*TOTAL SEWER TREATMENT PLANT 28,117.47

## SEWER SANITATION SYSTEM

CI250	CITY OF WATERLOO	52-44	5,805.40
EQ700	EQUIPMENT PRO INC.	52-44	1,555.20
HA275	HANKS EXCAVATING & LANDSCAPING	52-44	11,565.00
HE320	HENRY, MEISENHEIMER & GENDE, INC.	52-44	603.72
JO200	JOHN DEERE FINANCIAL	52-44	65.92
MO425	MONROE COUNTY ELECTRIC COMPANY	52-44	60.24
SN200	SNAP-ON	52-44	155.94
VA400	VAN DEVANTER ENGINEERING COMPANY	52-44	878.00

\*\*TOTAL SEWER SANITATION SYSTEM 20,689.42

52 SEWER FUND

GRAND TOTAL 54,816.29

VENDOR #	NAME	DEPT.	AMOUNT
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## 53 ELECTRIC FUND

## ELECTRIC ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-11	11.23
AM500	AMERICOM IMAGING SYSTEMS, INC.	53-11	67.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	53-11	2,000.53
CL340	CLINICAL COLLECTION MANAGEMENT	53-11	560.00
CO025	COAST TO COAST EQUIP & SUPPLIES	53-11	97.92
DE430	DELL MARKETING L.P.	53-11	664.06
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-11	105.00
EL075	ELAN FINANCIAL SERVICES	53-11	195.55
FI100	FIDELITY SECURITY LIFE INSURANCE	53-11	13.11
GR390	GREAT AMERICA LEASING CORPORATIO	53-11	25.00
KA020	K & D PRINTING	53-11	5.50
LA088	LANDIS+GYR TECHNOLOGY, INC.	53-11	421.28
MO390	MONROE COUNTY COLLECTOR	53-11	750.45
RE440	REJIS COMMISSION	53-11	510.09
RO400	ROTOLITE OF ST LOUIS INC	53-11	35.00
ST120	STAPLES BUSINESS ADVANTAGE	53-11	237.78
TE230	TEK-COLLECT, INC.	53-11	33.47

\*\*TOTAL ELECTRIC ADMINISTRATION 5,745.57

## ELECTRIC PRODUCTION

AL125	AL'S AUTOMOTIVE SUPPLY INC.	53-47	0.00
AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-47	21.27
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-47	21.00
BH200	BHMG SERVICE CORPORATION	53-47	1,680.61
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	53-47	6,015.31
BU550	BUTLER SUPPLY COMPANY	53-47	215.88
CI250	CITY OF WATERLOO	53-47	7,786.35
CL200	CLEAN UNIFORM SERVICES	53-47	611.75
CU615	CULLIGAN/SCHAEFER WATER CENTERS	53-47	213.54
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-47	299.53
FI100	FIDELITY SECURITY LIFE INSURANCE	53-47	37.87
HA390	HARRISONVILLE TELEPHONE	53-47	89.18
JO200	JOHN DEERE FINANCIAL	53-47	106.40
LE145	LUECKING, JOHNATHON	53-47	30.00
MO755	MOTOROLA SOLUTIONS, INC.	53-47	9.00
OR200	O'REILLY AUTOMOTIVE, INC.	53-47	43.54
SN200	SNAP-ON	53-47	324.00
WA430	WARNER COMMUNICATIONS CORP.	53-47	93.75
WA850	WATERLOO LUMBER COMPANY	53-47	10.79

\*\*TOTAL ELECTRIC PRODUCTION 17,609.77

## ELECTRIC DISTRIBUTION

AL125	AL'S AUTOMOTIVE SUPPLY INC.	53-48	259.98
AM005	AMALGAMATED LIFE INSURANCE COMPAN	53-48	55.54
AY200	1ST AYD CORPORATION	53-48	27.76
BE115	BENEFIT PLANNING CONSULTANTS, INC	53-48	49.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	53-48	12,212.09
BR240	BROWNSTOWN ELECTRIC SUPPLY	53-48	1,471.97
BU550	BUTLER SUPPLY COMPANY	53-48	795.43
CI250	CITY OF WATERLOO	53-48	1,170.09
DA040	D AND D DISTRIBUTING SERVICES, IN	53-48	138.49
DE490	DELTA DENTAL OF ILLINOIS - RISK	53-48	603.10
EL357	ELECTRICO, INC.	53-48	132.50
EM295	EMERALD TRANSFORMER	53-48	50.00
FA150	FABICK TRACTOR	53-48	76,073.52
FI100	FIDELITY SECURITY LIFE INSURANCE	53-48	65.94
FL250	FLETCHER-REINHARDT COMPANY	53-48	7,571.50
HA390	HARRISONVILLE TELEPHONE	53-48	42.82
HE370	HERC RENTALS	53-48	4,301.24
IN458	INTERSTATE BILLING SERVICE, INC.	53-48	1,870.75
IR300	IRON CRAFTERS INC	53-48	3.42
JO200	JOHN DEERE FINANCIAL	53-48	247.85
MO425	MONROE COUNTY ELECTRIC COMPANY	53-48	320.32
MO755	MOTOROLA SOLUTIONS, INC.	53-48	9.00



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## 53 ELECTRIC FUND

## ELECTRIC DISTRIBUTION

OR200	O'REILLY AUTOMOTIVE, INC.	53-48	75.35
QU115	QUALITY TOWING	53-48	244.00
RE355	REGULATORY SOFTWARE SERVICES	53-48	948.00
RE450	RELIABLE SANITATION	53-48	295.00
RM600	R & M OIL COMPANY	53-48	273.00
SN200	SNAP-ON	53-48	155.94
TA055	TALLMAN EQUIPMENT COMPANY INC.	53-48	1,618.44
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	53-48	157.81
TY200	TYNDALE COMPANY, INC.	53-48	90.95
WA430	WARNER COMMUNICATIONS CORP.	53-48	93.75
WA850	WATERLOO LUMBER COMPANY	53-48	17.34

**TOTAL ELECTRIC DISTRIBUTION	111,441.89
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53 ELECTRIC FUND

GRAND TOTAL 134,797.23

VENDOR #	NAME	DEPT.	AMOUNT
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## 54 GAS FUND

## GAS ADMINISTRATION

AM005	AMALGAMATED LIFE INSURANCE COMPAN	54-11	11.22
AM205	AMERICAN PUBLIC GAS ASSOCIATION	54-11	3,739.78
AM500	AMERICOM IMAGING SYSTEMS, INC.	54-11	67.00
BE115	BENEFIT PLANNING CONSULTANTS, INC	54-11	12.60
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	54-11	2,000.53
CL340	CLINICAL COLLECTION MANAGEMENT	54-11	150.00
CO025	COAST TO COAST EQUIP & SUPPLIES	54-11	97.92
DE430	DELL MARKETING L.P.	54-11	664.06
DE490	DELTA DENTAL OF ILLINOIS - RISK	54-11	139.21
FI100	FIDELITY SECURITY LIFE INSURANCE	54-11	13.11
GR390	GREAT AMERICA LEASING CORPORATIO	54-11	25.00
KA020	K & D PRINTING	54-11	5.50
LA088	LANDIS+GYR TECHNOLOGY, INC.	54-11	421.28
MO390	MONROE COUNTY COLLECTOR	54-11	750.45
RE440	REJIS COMMISSION	54-11	510.09
RO400	ROTOLITE OF ST LOUIS INC	54-11	35.00
ST120	STAPLES BUSINESS ADVANTAGE	54-11	213.45
TE230	TEK-COLLECT, INC.	54-11	33.47
UT300	UTILITY SAFETY & DESIGN	54-11	4,610.20
WA300	CAPITAL ONE	54-11	34.44

\*\*TOTAL GAS ADMINISTRATION

13,534.31

## GAS DISTRIBUTION

AL125	AL'S AUTOMOTIVE SUPPLY INC.	54-48	54.42
AM005	AMALGAMATED LIFE INSURANCE COMPAN	54-48	41.95
AY200	1ST AYD CORPORATION	54-48	27.76
BE115	BENEFIT PLANNING CONSULTANTS, INC	54-48	42.00
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	54-48	8,379.16
CH420	CHEMCO INDUSTRIES, INC.	54-48	204.59
CI250	CITY OF WATERLOO	54-48	1,006.17
CO429	CONSOLIDATED PIPE & SUPPLY CO. IN	54-48	131.30
CO600	CORE & MAIN	54-48	542.80
DA040	D AND D DISTRIBUTING SERVICES, IN	54-48	117.48
DE490	DELTA DENTAL OF ILLINOIS - RISK	54-48	399.66
FA150	FABICK TRACTOR	54-48	76,073.52
FI100	FIDELITY SECURITY LIFE INSURANCE	54-48	51.82
HA390	HARRISONVILLE TELEPHONE	54-48	170.15
HO250	HOLLAND SUPPLY COMPANY	54-48	225.16
IR300	IRON CRAFTERS INC	54-48	3.42
JO200	JOHN DEERE FINANCIAL	54-48	1,140.36
KG300	KGM	54-48	9,035.94
MO755	MOTOROLA SOLUTIONS, INC.	54-48	9.00
NO455	NORTHERN SAFETY CO., INC.	54-48	988.09
RM600	R & M OIL COMPANY	54-48	273.00
SN200	SNAP-ON	54-48	155.94
TI410	TITAN INDUSTRIAL CHEMICALS, LLC	54-48	707.28
TY200	TYNDALE COMPANY, INC.	54-48	934.55
WA300	CAPITAL ONE	54-48	694.69
WA430	WARNER COMMUNICATIONS CORP.	54-48	93.75
WA850	WATERLOO LUMBER COMPANY	54-48	3.29

\*\*TOTAL GAS DISTRIBUTION

101,507.25

54 GAS FUND GRAND TOTAL 115,041.56

GRAND TOTAL FOR ALL FUNDS: 753,774.07

TOTAL FOR REGULAR CHECKS: 753,774.07

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## INTERIM CHECKS - WARRANT #619

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VENDOR #	NAME	DEPT.	AMOUNT
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## 01 GENERAL FUND

MO650	MORRISON-TALBOTT LIBRARY	01-00	102,079.04
PO350	POLICE PENSION FUND	01-00	104,322.22
WA450	WATERLOO MUNICIPAL BAND	01-00	4,665.27

**TOTAL			211,066.53
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## LEGISLATIVE

AT070	AT&T MOBILITY	01-12	368.91
SM390	SM PROPERTIES WATERLOO, LLC	01-12	49,725.26
SO800	SOUTHWEST ILL. COUNCIL OF MAYORS	01-12	50.00
WA705	WATERLOO CHAMBER OF COMMERCE	01-12	20.00

**TOTAL LEGISLATIVE			50,164.17
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## FINANCE

AT070	AT&T MOBILITY	01-13	227.32
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**TOTAL FINANCE			227.32
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## BUILDING

RA120	RAMONA CLEANING SERVICE INC.	01-14	1,795.92
TR120	TRANE	01-14	11,095.83

**TOTAL BUILDING			12,891.75
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## ZONING/BUILDING INSPECTOR

AT070	AT&T MOBILITY	01-16	134.67
FU200	FUELMAN	01-16	224.75

**TOTAL ZONING/BUILDING INSPECTOR			359.42
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## POLICE

AT070	AT&T MOBILITY	01-21	795.84
FU200	FUELMAN	01-21	4,822.09
MI100	MISCELLANEOUS	01-21	400.00
TM100	T-MOBILE	01-21	364.54

**TOTAL POLICE			6,382.47
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\$400.00 Jessica Cutright-CPR &amp; AED Training

## EMERGENCY MANAGEMENT AGENCY

AT070	AT&T MOBILITY	01-23	93.90
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**TOTAL EMERGENCY MANAGEMENT AGENCY			93.90
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## SOCIAL SERVICES

AT070	AT&T MOBILITY	01-34	92.66
CI360	CITY OF WATERLOO - GENERAL FUND	01-34	375.00
EX500	EXPLORE WATERLOO	01-34	250.00
JV200	JVR ENTERPRISES, LLC	01-34	295.00
MI100	MISCELLANEOUS	01-34	14,888.74

**TOTAL SOCIAL SERVICES			15,901.40
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## STREETS &amp; ALLEYS

AT070	AT&T MOBILITY	01-41	119.05
FU200	FUELMAN	01-41	5,835.03

**TOTAL STREETS & ALLEYS			5,954.08
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01 GENERAL FUND	GRAND TOTAL	303,041.04
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\$100.00 Jimmy Breidecker-Pumpkinfest Band

\$100.00 Samuel Morgan-Pumpkinfest Band

\$100.00 Jacob Kujawa-Pumpkinfest Band

\$100.00 Reid Schilling-Pumpkinfest Band

\$400.00 Second Chance Ministries-Pumpkinfest Trash Duty

\$520.00 Dream Time Princess Events-Pumpkinfest

\$500.00 Derek Twesten-Pumpkinfest AM Band

\$345.00 Mad Science St Louis-Pumpkinfest Show

\$350.00 Steve Corbitt-Pumpkinfest magician

\$240.00 Harvey Wheeler-Pumpkinfest juggler

\$45.00 Shonda Justice-Pumpkinfest vendor refund

\$35.00 Lisa Koester-Pumpkinfest vendor refund

\$35.00 Judy Brinkmann-Pumpkinfest vendor refund

\$45.00 LifeChurchX-Pumpkinfest vendor refund

\$157.00 House of Neighbory Svcs-Pumpkinfest Donations

\$792.00 Barb Reinholz 50/50

\$792.00 Monroe County History Museum 50/50

\$232.74 Hopskeller-Pumpkinfest follow up meeting

\$10,000.00 OG2X, LLC-Façade Grant-Uncle John's RRR

\$14,888.74

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## A/P MANUAL CHECK POSTING LIST

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VENDOR #	NAME	DEPT.	AMOUNT
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## 15 MOTOR FUEL TAX

CO250	COLUMBIA QUARRY	15-00	3,115.14
RO275	ROGERS REDI MIX	15-00	25,394.25
WA432	WARNING LITES OF SOUTHERN ILLINOI	15-00C	5,993.75
	**TOTAL		34,503.14

15 MOTOR FUEL TAX	GRAND TOTAL	34,503.14
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A/P MANUAL CHECK POSTING LIST

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VENDOR #	NAME	DEPT.	AMOUNT
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36 UTILITY DEPOSIT FUND

ZZ100	CITY OF WATERLOO	36-00	10,850.00
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ZZ110	CUSTOMER REFUND	36-00	25.00
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	**TOTAL		----- 10,875.00
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36 UTILITY DEPOSIT FUND	GRAND TOTAL	10,875.00
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## A/P MANUAL CHECK POSTING LIST

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## 51 WATER FUND

## WATER DISTRIBUTION

AT070	AT&T MOBILITY	51-48	181.50
FU200	FUELMAN	51-48	391.37
IL250	ILLINOIS AMERICAN WATER COMPANY	51-48	114,243.00
SI650	SIWOA	51-48	50.00

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**TOTAL WATER DISTRIBUTION			114,865.87

51 WATER FUND	GRAND TOTAL	114,865.87
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## A/P MANUAL CHECK POSTING LIST

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52 SEWER FUND

AT070	SEWER TREATMENT PLANT AT&T MOBILITY	52-43	83.46
	**TOTAL SEWER TREATMENT PLANT		83.46

FU200	SEWER SANITATION SYSTEM FUELMAN	52-44	1,461.89
	**TOTAL SEWER SANITATION SYSTEM		1,461.89

52 SEWER FUND	GRAND TOTAL	1,545.35
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## A/P MANUAL CHECK POSTING LIST

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## 53 ELECTRIC FUND

VENDOR #	NAME	DEPT.	AMOUNT
ELECTRIC PRODUCTION			
AT070	AT&T MOBILITY	53-47	104.99
**TOTAL ELECTRIC PRODUCTION			104.99
ELECTRIC DISTRIBUTION			
AT070	AT&T MOBILITY	53-48	489.40
FU200	FUELMAN	53-48	2,502.35
IL590	ILLINOIS MUNICIPAL ELECTRIC AGENC	53-48	654,055.13
IL825	ILLINOIS MUNICIPAL UTILITIES	53-48	1,050.00
RC300	RCS, INC.	53-48	995.00
SC322	SCHMITZ, JARED	53-48	727.91
**TOTAL ELECTRIC DISTRIBUTION			659,819.79

53 ELECTRIC FUND

GRAND TOTAL 659,924.78

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VENDOR #	NAME	DEPT.	AMOUNT
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54 GAS FUND

GAS DISTRIBUTION			
AT070	AT&T MOBILITY	54-48	233.51
FU200	FUELMAN	54-48	2,339.33
SY300	SYMMETRY ENERGY SOLUTIONS, LLC	54-48	175,645.50
**TOTAL GAS DISTRIBUTION			178,218.34

54 GAS FUND	GRAND TOTAL	178,218.34
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## A/P MANUAL CHECK POSTING LIST

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VENDOR #	NAME	DEPT.	AMOUNT
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72 POLICE PENSION FUND

DE535	DENNIS J. ORSEY, P.C.	72-00	1,500.00
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	**TOTAL		1,500.00
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72 POLICE PENSION FUND	GRAND TOTAL	1,500.00
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GRAND TOTAL FOR ALL FUNDS--MANUAL CHECKS: 1,304,473.52

GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL 2,058,247.59



**GROSS PAYROLL**  
**October-22**

<u>FINANCE</u>	<u>REGULAR</u>	<u>OVERTIME</u>	<u>TOTAL</u>
BIRK	\$11,826.07	\$0.00	\$11,826.07
DEUTCH	\$4,873.72	\$0.00	\$4,873.72
FELDMER	\$4,782.41	\$0.00	\$4,782.41
HANNER	\$2,920.97	\$0.00	\$2,920.97
HOFFMANN	\$4,913.62	\$0.00	\$4,913.62
KENNEDY	\$9,607.10	\$0.00	\$9,607.10
KLOPMAYER	\$4,782.40	\$0.00	\$4,782.40
KREBEL	\$6,573.55	\$0.00	\$6,573.55
KUJAWA	\$4,913.60	\$0.00	\$4,913.60
PACE	\$4,913.60	\$667.94	\$5,581.54
RUCKS	\$5,006.82	\$0.00	\$5,006.82
SCHWARZE	\$4,782.40	\$0.00	\$4,782.40
YEARIAN	\$4,790.80	\$0.00	\$4,790.80
	\$0.00		
	\$74,687.06	\$667.94	\$75,355.00
<u>ELECTRIC</u>			
GUEBERT	\$4,710.40	\$88.32	\$4,798.72
HOFFMANN	\$5,802.90	\$126.15	\$5,929.05
LAWRENCE	\$7,022.35	\$168.20	\$7,190.55
MAAG	\$7,484.90	\$0.00	\$7,484.90
MERTZ	\$4,710.40	\$0.00	\$4,710.40
PHILLIPS	\$7,190.55	\$168.20	\$7,358.75
SCHMITZ	\$7,308.80	\$0.00	\$7,308.80
STEEPIG	\$4,419.54	\$0.00	\$4,419.54
WERNER	\$7,484.90	\$126.15	\$7,611.05
LUECKING	\$7,113.96	\$0.00	\$7,113.96
MOORE, C	\$6,356.38	\$0.00	\$6,356.38
RONGEY	\$6,674.80	\$0.00	\$6,674.80
	\$0.00	\$0.00	\$0.00
	\$76,279.88	\$677.02	\$76,956.90
<u>GAS</u>			
	\$5,150.40	\$0.00	\$5,150.40
FRANK	\$6,324.80	\$0.00	\$6,324.80
GLESSNER	\$6,474.08	\$0.00	\$6,474.08
RAMSEY	\$6,979.36	\$462.72	\$7,442.08
RONGEY, A	\$4,064.76	\$14.93	\$4,079.69
SCHLEMMER	\$6,863.68	\$347.04	\$7,210.72
	\$208,865.53	\$17,693.03	\$226,558.56
<u>POLICE</u>			
BENDA	\$6,012.72	\$912.65	\$6,925.37
BRAUN	\$6,012.72	\$1,234.76	\$7,247.48
BRAYE	\$6,012.72	\$1,073.71	\$7,086.43
DAHLEM	\$6,341.82	\$1,422.66	\$7,764.48
DAWS	\$6,516.72	\$0.00	\$6,516.72
HADDICK	\$6,516.72	\$1,745.55	\$8,262.27
INGRAM	\$6,012.72	\$1,194.49	\$7,207.21
LUKE	\$7,616.17	\$0.00	\$7,616.17
MIDKIFF	\$6,516.72	\$1,512.81	\$8,029.53
MORAVEC	\$6,012.72	\$1,556.87	\$7,569.59
PITTMAN	\$0.00	\$0.00	\$0.00
PROSISE	\$8,530.11	\$0.00	\$8,530.11
PRUETT	\$5,762.40	\$1,517.78	\$7,280.18
SALAMA	\$5,762.40	\$488.78	\$6,251.18
SCHRECKENBERG	\$5,762.40	\$1,440.60	\$7,203.00
SIEBENBERGER	\$6,012.72	\$295.27	\$6,307.99
VOELKER	\$4,782.40	\$0.00	\$4,782.40
WIEGAND	\$6,012.72	\$2,080.29	\$8,093.01
ZABER	\$5,353.02	\$0.00	\$5,353.02
BIVINS	\$540.00	\$0.00	\$540.00
FLORAKE	\$618.75	\$0.00	\$618.75
GREEN	\$495.00	\$0.00	\$495.00
JOHNS	\$540.00	\$0.00	\$540.00
OLSZEWSKI	\$285.00	\$0.00	\$285.00
	\$106,695.95	\$15,563.57	\$130,504.89

**SEWER**

DAVIS	\$6,894.40	\$0.00	\$6,894.40
DEGENER	\$6,945.80	\$0.00	\$6,945.80
POLACEK	\$0.00	\$0.00	\$0.00
STRAUB, J	\$8,213.38	\$121.38	\$8,334.76
	\$0.00	\$0.00	\$0.00
	\$8,213.38	\$121.38	\$22,174.96

**STREET**

DOERR	\$6,284.96	\$53.57	\$6,338.53
DUGAN	\$6,034.99	\$53.57	\$6,088.56
HERMANN	\$5,713.60	\$53.57	\$5,767.17
MAURER	\$6,624.64	\$56.46	\$6,681.10
WASHAUSEN	\$5,713.60	\$0.00	\$5,713.60
WETZLER	\$448.00	\$0.00	\$448.00
WHELAN	\$6,106.41	\$53.57	\$6,159.98
	\$0.00		
	\$1,768.00	\$30,819.79	\$217.17
			\$31,036.96

**WATER**

GOFF	\$6,908.56	\$260.28	\$7,168.84
MILLER	\$6,478.08	\$231.36	\$6,709.44
	\$13,386.64	\$491.64	\$13,878.28

**ELECTED OFFICIALS**

BUETTNER, K	\$1,479.79
BUETTNER, M	\$1,414.79
CHILDERS	\$1,518.64
DARTER	\$1,379.79
HELLER	\$1,499.79
HOPKINS	\$1,274.79
NOTHEISEN	\$1,379.79
PAPENBERG	\$759.78
ROW	\$1,479.79
SMITH	\$2,161.40
TRANSTHAM	\$1,464.79

\$15,813.14

**E.S.D.A.**

HOFFMANN	\$150.00
SCOTT	\$330.00

\$480.00

**PLANNING COMMISSION**

RAU	125.00
YOUNGS	\$100.00
GAITSCH	200.00
HICKS	225.00
LUTZ	200.00
PITTMANN	200.00
VOELKER	240.00

\$1,290.00

**ZONING BOARD**

BOOTHMAN	\$200.00
GIBBS	\$225.00
GOESSLING	
POWELL	\$100.00
HARTMAN	\$125.00
LOERCH	\$200.00
POETTKER	\$100.00
SPIELMAN	\$200.00

\$1,150.00

October 14, 2022 \$196,951.27  
 October 28, 2022 \$208,990.82  
 STEPPIG PAY-OUT/DAHLEM \$7,507.79  
 CLOTHING ALLOWANCE  
 October 3, 2022  
 Rongey/Davis retro Pay 10/17

TOTAL: \$413,449.88

Oct-22

	Cash in Bank - Payroll Register	Cash in Bank - Deduction Register	Total
01-General	\$219,147.32	\$22,158.08	\$241,305.40
51-Water	\$24,100.32	\$3,678.34	\$27,778.66
52-Sewer	\$33,015.64	\$5,066.36	\$38,082.00
53-Electric	\$88,317.57	\$13,541.20	\$101,858.77
54-Gas	\$48,869.03	\$7,548.80	\$56,417.83
	\$413,449.88	\$51,992.78	
Total Payroll Cost:			<u>\$465,442.66</u>

SYS DATE:11/04/22

DATE: 10/31/22

CITY OF WATERLOO  
INVOICE HISTORY REPORT  
Monday October 31,2022

SYS TIME:10:03

[NHR4]

PAGE 1

G/L NUMBER	DATE	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
01-12-5310			Professional Services			
	10/31/22	54484	FOSTER & FOSTER, INC.	25030	PENSION VALUATION	5,835.00
	10/31/22	54555	VERVOCITY INTERACTIVE	29866266	WEBSITE FEES	139.00
					** TOTAL **	\$5,974.00
01-13-5310			Professional Services			
	10/31/22	54458	CLINICAL COLLECTION MANAGEMENT	201097	DRUG/ALCOHOL TEST	75.00
	10/31/22	54543	TEK-COLLECT, INC.	523574	COLLECTION FEES	33.48
					** TOTAL **	\$108.48
01-15-5330			Legal			
	10/31/22	54536	ST CLAIR, GILBRETH & STEPPIG LLC	5754	SEP ATTORNEY FEES	12,639.20
					** TOTAL **	\$12,639.20
01-16-5310			Professional Services			
	10/31/22	54488	HENRY, MEISENHEIMER & GENDE, INC.	6592.034-107	COUNTRY CLUB HILL	1,166.54
	10/31/22	54488	HENRY, MEISENHEIMER & GENDE, INC.	6592.045-106	SUBDIVISION REVIE	81.46
	10/31/22	54488	HENRY, MEISENHEIMER & GENDE, INC.	WLO23GEN-104	BACKYARD CHILDCAR	1,140.45
					** TOTAL **	\$2,388.45
01-18-5310			Professional Services			
	10/31/22	54440	AMERICAN LEGAL PUBLISHING CORPORATION	19785	SEPT 2022-S-10 ED	330.00
	10/31/22	54440	AMERICAN LEGAL PUBLISHING CORPORATION	19916	SEP 2022 S-10 FO	29.25
					** TOTAL **	\$359.25
51-11-5310			Professional Services			
	10/31/22	54447	BHMG SERVICE CORPORATION	500163-104	GENERAL SVCS	17,974.40
	10/31/22	54458	CLINICAL COLLECTION MANAGEMENT	201097	DRUG/ALCOHOL TEST	75.00
	10/31/22	54488	HENRY, MEISENHEIMER & GENDE, INC.	#IS-112.02	SEPT SERVICES	1,500.00
	10/31/22	54543	TEK-COLLECT, INC.	523574	COLLECTION FEES	33.48
					** TOTAL **	\$19,582.88
52-11-5310			Professional Services			
	10/31/22	54458	CLINICAL COLLECTION MANAGEMENT	201097	DRUG/ALCOHOL TEST	150.00
	10/31/22	54543	TEK-COLLECT, INC.	523574	COLLECTION FEES	33.47
	10/31/22	54546	TESTING ANALYSIS CONTROL	12138	SEPT SERVICES	864.00
					** TOTAL **	\$1,047.47
53-11-5310			Professional Services			

SYS DATE:11/04/22

CITY OF WATERLOO  
INVOICE HISTORY REPORT  
Monday October 31,2022SYS TIME:10:03  
[NHR4]  
PAGE 2

DATE: 10/31/22

G/L NUMBER	DATE	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
	10/31/22	54458	CLINICAL COLLECTION MANAGEMENT	201097	DRUG/ALCOHOL TEST	560.00
	10/31/22	54543	TEK-COLLECT, INC.	523574	COLLECTION FEES	33.47
					** TOTAL **	\$593.47
53-47-5310			Professional Services			
	10/31/22	54509	LUECKING, JOHNATHON	10-2022	CDL LICENSE	30.00
					** TOTAL **	\$30.00
53-48-5310			Professional Services			
	10/31/22	54475	ELECTRICO, INC.	700-10057	TRAF SIG-ILL AVE/	132.50
					** TOTAL **	\$132.50
54-11-5310			Professional Services			
	10/31/22	54458	CLINICAL COLLECTION MANAGEMENT	201097	DRUG/ALCOHOL TEST	150.00
	10/31/22	54543	TEK-COLLECT, INC.	523574	COLLECTION FEES	33.47
	10/31/22	54552	UTILITY SAFETY & DESIGN	IN20224186	LEAD/CORROSION SU	4,435.20
	10/31/22	54552	UTILITY SAFETY & DESIGN	IN20224281	RETAINER	175.00
					** TOTAL **	\$4,793.67
					** GRAND TOTAL **	\$47,649.37

**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:  
November 7, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Renewal of Liability and Worker's Compensation,  
Equipment Breakdown, and Cyber Liability Insurance Coverage with IMLRMA.  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval  
\_\_\_\_\_
4. Submittal date: 11/2/2022  
  
Submitted by:  
Matt Buettner, Insurance Committee 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



# City of Waterloo

**To:** City Council

**Cc:** Mayor Smith

**From:** Shawn Kennedy

**Date:** 10/18/2022

**Re:** Commercial Liability & Workers Compensation Insurance Coverage

---

The City obtained competitive quotes for the Commercial Liability and Workers Compensation Coverage for 2023. The renewal from IMLRMA was quoted at \$349,449 without 1% early pay discount and \$345,954.51 with 1% early pay discount.

The renewal premium from Illinois Municipal League Risk Management Association (IMLRMA) is \$349,449. This is a \$0 or 0% increase from the previous year.

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>Increase</u>
Workers Compensation	\$150,967	\$136,376	\$123,374	\$(13,002)
Auto/Comp Gen Liab.	125,701	122,273	139,074	16,801
Property	63,641	81,061	76,707	(4,354)
Inland Marine (Portable Equip)	4,196	4,678	5,265	587
Auto Physical Damage	<u>4,944</u>	<u>5,061</u>	<u>5,029</u>	<u>(32)</u>
Total	\$349,449	\$349,449	\$349,449	\$ 0

The additional cyber liability coverage is also at a 0% increase from the previous year. This coverage premium is \$8,598.00 without 1% early pay discount and \$8,512.00 with 1% early pay discount.

IMLRMA is offering an early pay discount of 1% if paid by November 18, 2022.



## INVOICE

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment  
after completing the information  
on the reverse side.

Date: October 3, 2022

Member: City of Waterloo

Account #: 0617

Indicate Payment Option (from list below): \_\_\_\_\_

Amount Enclosed: \$ \_\_\_\_\_

**MAKE CHECK PAYABLE TO RMA**

## BILLING DETAIL

## 2023 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$123,374
Auto Liability & Comprehensive General Liability	\$139,074
Portable Equipment	\$5,265
Auto Physical Damage	\$5,029
Property	\$76,707
	<u>\$349,449</u>
2023 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	<u>\$1,250</u>

## INVOICE TOTAL

**\$350,699**

PLEASE CHOOSE ONE OF THE FOLLOWING  
PAYMENT OPTIONS and enter it in the space  
provided above:

**OPTION #1 – Pay Full Amount**

Contribution Amount	\$349,449.00
Minus 1% Savings	\$3,494.49
	<u>\$345,954.51</u>
Illinois Municipal League Dues	\$1,250.00
<b>Total due by 11/18/22</b>	<b>\$347,204.51</b>

**OPTION #2 - Pay Full Amount**

Contribution Amount	\$349,449.00
Illinois Municipal League Dues	\$1,250.00
<b>Total due by 12/16/22</b>	<b>\$350,699.00</b>

**OPTION #3 - Pay in two installments**  
**Includes 1% installment fee**

Contribution Amount	\$349,449.00
Plus 1% fee	\$3,494.49
	<u>\$352,943.49</u>
Illinois Municipal League Dues	\$1,250.00
	<u>\$354,193.49</u>

\$177,096.75 Due by 12/16/22

\$177,096.74 Due by 5/19/23

\*Membership with the Illinois Municipal League (IML) is a  
requirement to remain a member of the IML Risk  
Management Association.

On behalf of the municipality named above ("Member"), I  
hereby warrant that I have the authority to sign this agreement  
on the Member's behalf. (If choosing the installment option, I  
acknowledge and understand that it is afforded only as a benefit  
for budgeting purposes and is not meant to allow for mid-term  
withdrawal.) I acknowledge and understand that Article 5 of the  
Intergovernmental Cooperation Contract ("Contract") prohibits  
termination of the Intergovernmental Cooperation Contract no  
less than 120 days prior to the first day of January of any given  
year. Per Article 5, I warrant that the Member will adhere to the  
Contract and pay all contributions when due.

Municipal Official (please sign):

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:

November 07, 2022

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Special Use Permit to allow two Self-  
Storage Unit Buildings at 1329 North Illinois Route 3, Parcel No. 07-13-101-007-  
000 and 1324 Jamie Lane, Parcel No. 07-13-101-004-000 in the B-2 Zoning  
District, as permitted by 40-2-3(B) as requested by petitioner, Chris Kalbfleisch.

3. Relief or action to be requested:

Approval.

4. Submittal date: 10-25-22

Submitted by:

Chris Kalbfleisch, ACC Holdings LLC

Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

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

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

         Matter referred to   



Mayor

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



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

## Memorandum

To: Mayor Smith & City Council  
From: Nathan Krebel  
Date: 10/25/2022  
Re: Special Use Permit – Self Storage

---

Chris Kalbfleisch is requesting approval from City Council to allow two, Self-Storage Unit Buildings to be located on two properties that abut 1353 North Illinois Route 3 (Quality Collision) which are all located in a B-2 Zoned District. Mr. Kalbfleisch will be purchasing these properties after approval and this will require a new subdivision plat. This Special Use Permit petition received a favorable recommendation from Planning Commission and Zoning Board of Appeals. The proposed plans meet all Zoning requirements therefore I recommend approval of the Special Use Permit. Mr. Kalbfleisch understands that a commercial site plan and building permit will need to be approved before construction starts.

Respectfully,

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

Nathan Krebel  
Zoning/Subdivision Administrator

## Planning Commission and Board of Appeals

Commission Members,

On December 17<sup>th</sup>, 2020, the Waterloo Zoning Board of Appeals approved a special use permit to build self storage units on my current property located at 1353 N. IL. Rt. 3. Due to Covid-19 creating a supply shortage, especially in the steel industry, these sheds have not been built yet. The current plan is to start construction in early spring of 2023 in conjunction with an identical storage project in Columbia.

In the past year, the opportunity has been presented to purchase the rear lot located at 1329 N. IL. Rt. 3 (Stacy Jackson State Farm), as well as the rear lot of 1324 Jamie Ln. (Washy's Saloon). Both of these lots are currently under contract with my company ACC Holdings LLC. The plan is to combine these 2 lots with the current storage location at 1353 N. IL. Rt. 3 (Side lot of Quality Collision). This will require a new subdivision to be recorded with the City of Waterloo at a later date. Some utilities will need relocated at ACC Holdings LLC's expense, in which Nathan Krebel is currently helping.

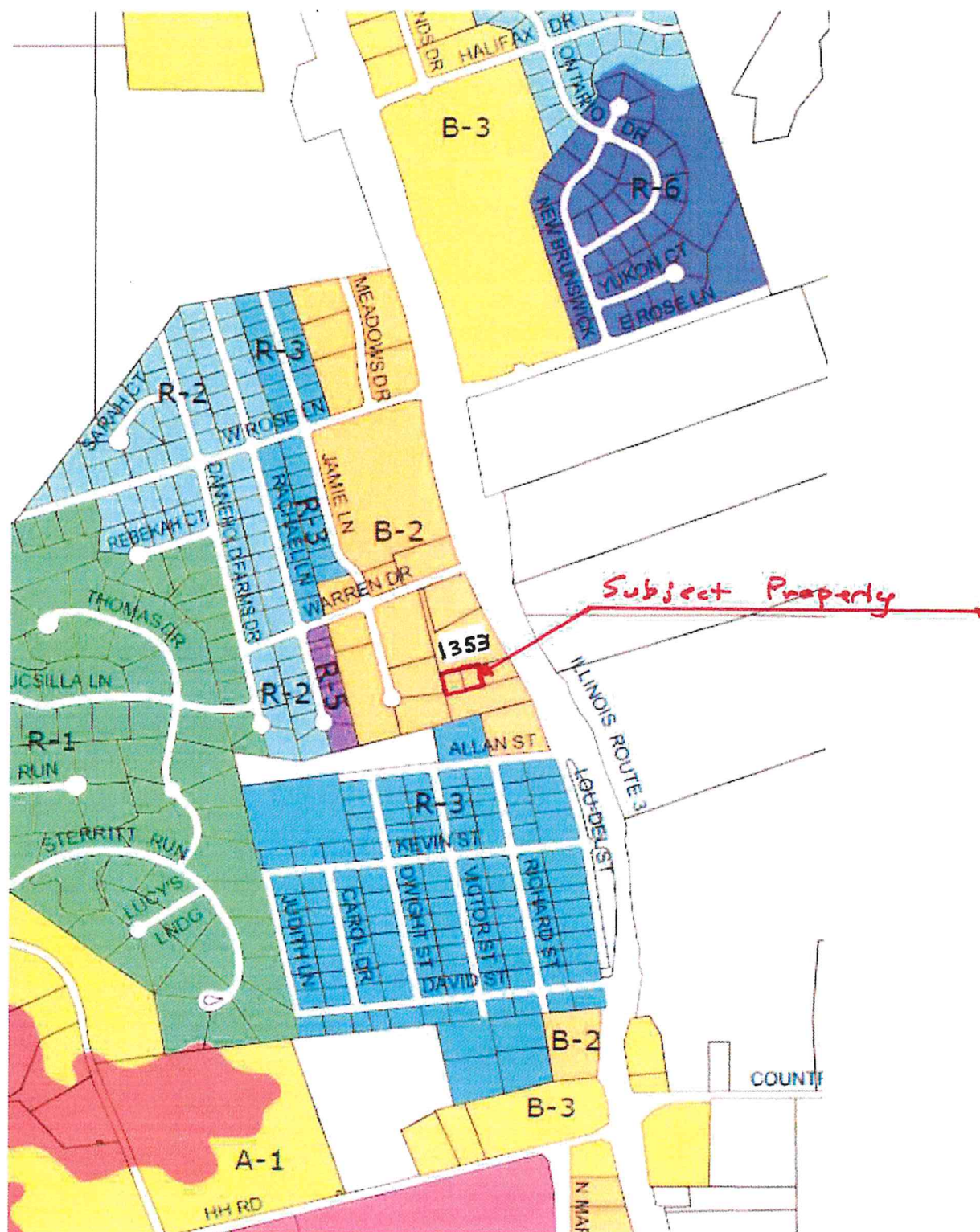
ACC Holdings LLC is now asking for a second special use permit for the new land to be combined, to accompany the already approved special use permit for 1353 N. IL. Rt. 3.

Thank You for your time and consideration. Please feel free to call me with any questions.

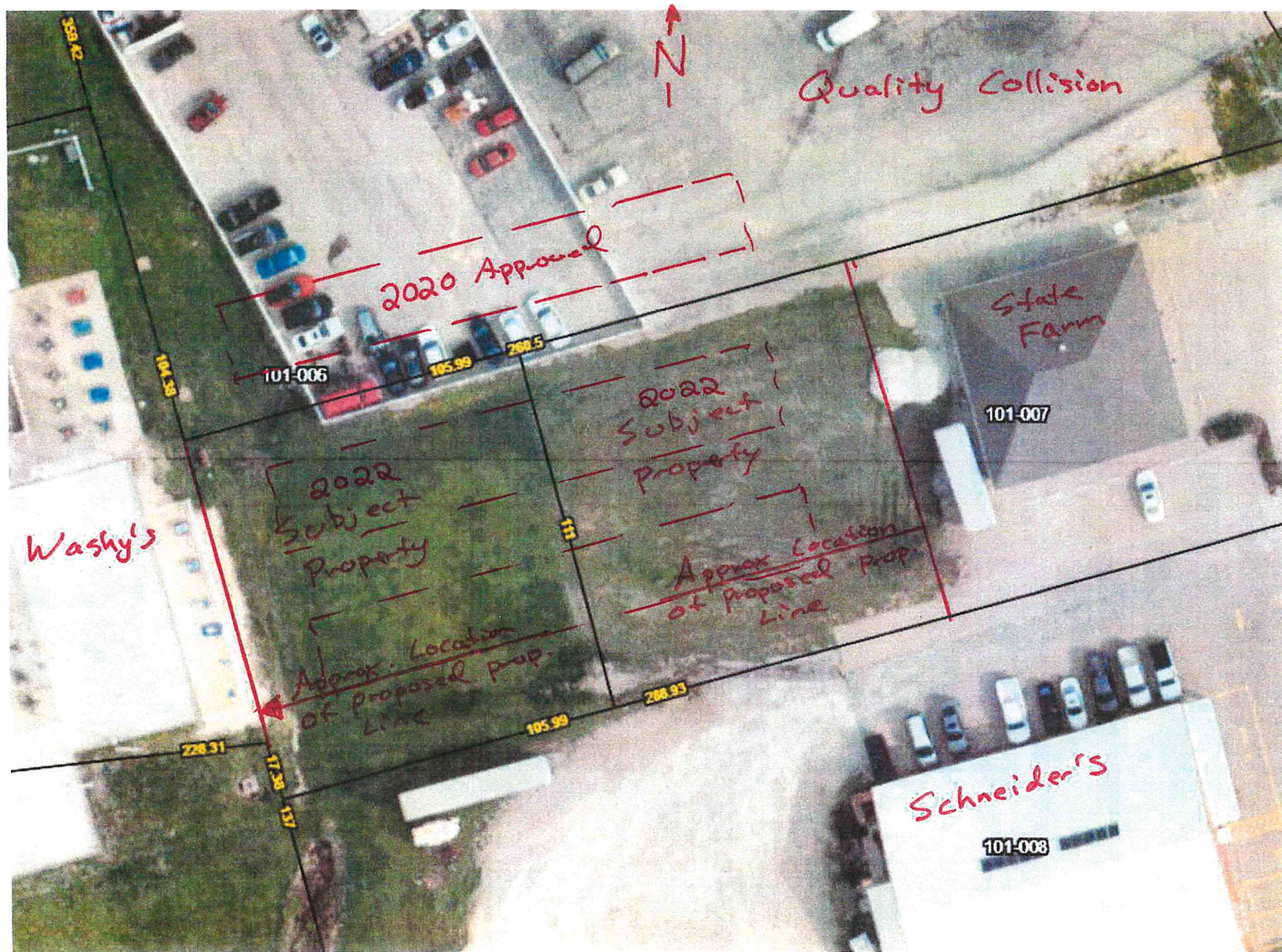
---

Chris Kalbfleisch  
ACC Holdings LLC









N

Quality Collision

2020 Approval

101-006

105.99

200.5

2022  
Subject  
Property

State  
Farm

101-007

Washy's

2022  
Subject  
Property

Approx. Location  
of proposed prop.  
Line

Approx. Location  
of proposed prop.  
Line

220.31

17.38

137

105.99

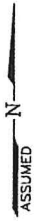
200.93

Schneider's

101-008



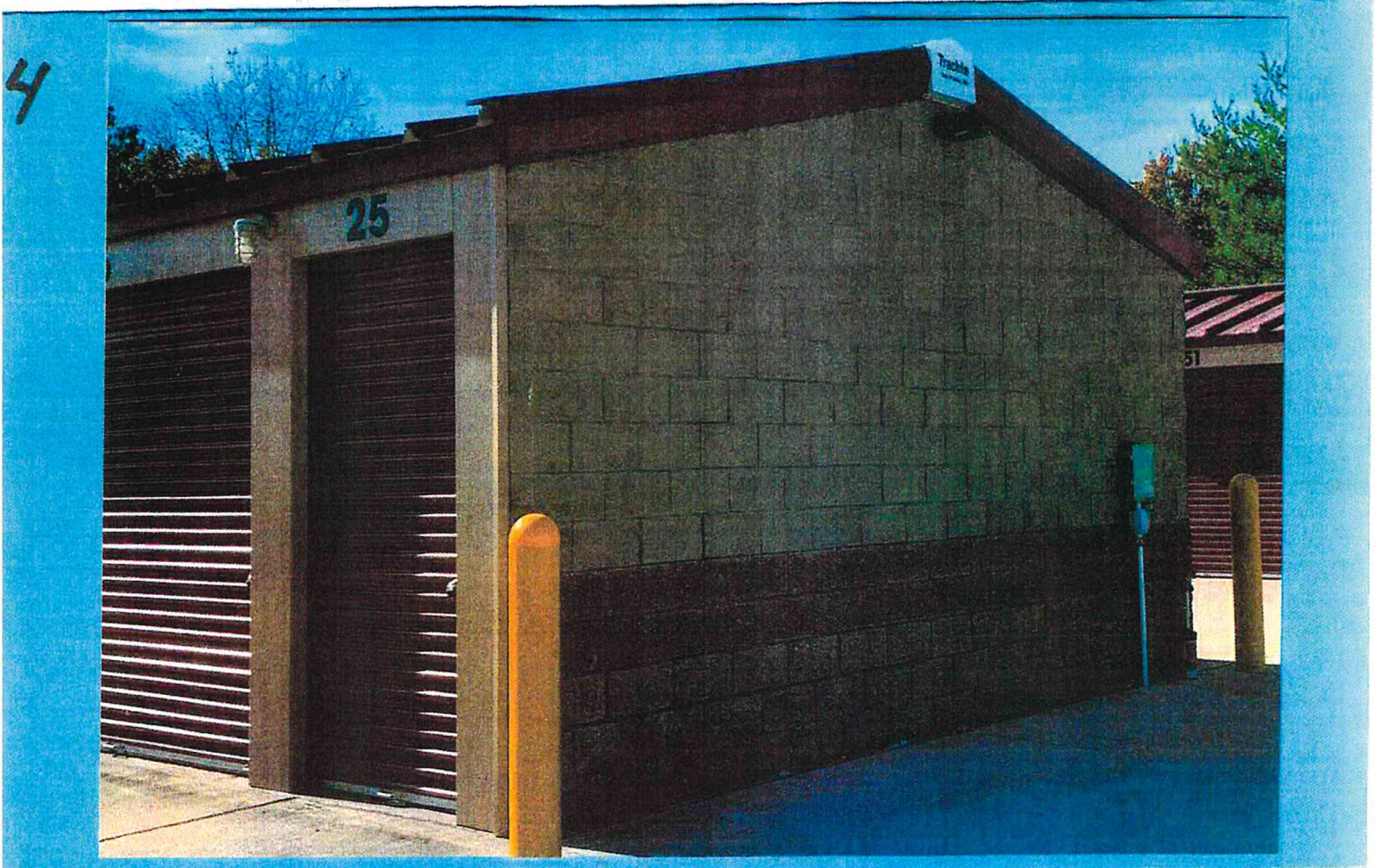
## CONCEPT PLAN



Notes :

- 1) Brick Facing Rt 3
- 2) Block Facing West (Washy's)
- 3) Heavy Metal Wrap Between Doors
- 4) Standing Seam Roof

Example





**CITY OFFICES**  
100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600  
Thomas G. Smith, Mayor

## PETITION FOR SPECIAL USE PERMIT

DO NOT WRITE IN THIS SPACE – FOR OFFICE USE ONLY

Date of Hearing: September 15, 2022 Fee Paid to City Clerk: \$ 254.24  
Hearing Location: Waterloo City Hall Newspaper: Republic Times  
Building Permit App. No.: \_\_\_\_\_ Date Published: 8-31-2022  
Action of Zoning Board of Appeals: Action of City Council:  
☐ Denied ☐ Denied  
☒ Approved ☐ Approved  
☐ Approved with Modification ☐ Approved with Modification  
Date: 10-20-2022 Date: 11-07-2022

Instructions to Applicants: Print or type the form. All information required by this application must be completed and submitted herewith. If applicable, an application for building permit must accompany this application.

Name of owner(s), and other interested parties or stockholder of corporation owning the subject property Chris Kaltfleisch - ACC Holdings LLC

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

Phone Number: \_\_\_\_\_

Applicant's Name: Chris Kaltfleisch

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

Property Interest of Applicant: owner

Has a previous appeal or petition for variance ever been made for subject property?

☒ No ☐ Yes If "Yes", list all previous appeals and/or petitions and dates

Address of Subject Property: Per lot of 1324 Jamie Ln and 1329 IL Rt 3

Present Use of Subject Property: Storage units - Self Store

Present Zoning District of Subject Property: B2





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

Thomas G. Smith, Mayor

Check one of the following regarding the proposed use:

- ☐ Public service building, specify type: \_\_\_\_\_
- ☐ Public utility building or structure, specify type: \_\_\_\_\_
- ☐ Planned single-family residential development
- ☐ Planned multi-family residential development
- ☐ Planned mobile home park development
- ☐ Planned business center development
- ☐ Other planned development, specify: \_\_\_\_\_
- ☒ Specify type of use proposed: Self Storage Sheds

All applications for a special use permit shall file a site plan and meet the requirements of Article IX of the Zoning Ordinance. The following additional information shall be provided

Number of proposed dwelling units, if any: \_\_\_\_\_

Number of proposed structures: 2

Number of existing dwelling units: \_\_\_\_\_

Number of existing units: \_\_\_\_\_

Number of proposed dwelling units per structure, if any: \_\_\_\_\_

Number of existing dwelling units per structure, if any: \_\_\_\_\_

Acreage devoted to each type of proposed use: \_\_\_\_\_

Acreage devoted to each type of exiting use: \_\_\_\_\_

Provide other such pertinent information as may reasonably be required to fully describe the proposed development. (attachments may be used)

Name of adjacent property owners: "See Attached" NAK

Name	Address	Present Use
	1329 IL Rt 3	Insurance & Painting office
	1324 Jamie Ln	Vacant Bar
	1353 N IL Rt 3	Auto Repair
	1323 N IL Rt 3	Butcher Shop - meat market



**CITY OFFICES**  
100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600  
Thomas G. Smith, Mayor

I certify that all of the above statements and the statements contained in any papers or plans submitted herewith are true and accurate.

I consent to the entry in or upon the premises described in this application by any authorized official of the City of Waterloo, for the purpose of inspecting, or of posting, maintaining and removing such notices as may be required by law.

Date: 8-25-22

Applicant: [Signature]

Date: 8-25-22

Owner: [Signature]



**CITY OFFICES**

100 West Fourth Street  
Waterloo, Illinois 62298  
618.939.8600

Thomas G. Smith, Mayor

**Name of adjacent property owners:**

<b>Name</b>	<b>Site Address</b>	<b>Mailing Address</b>	<b>Present Use</b>
	1365 North Illinois Route 3	418 North Main Street – Columbia, IL	Banquet Center General Business-B-2
	Parcel No. 07-13-200-001-000	- 724 Ridge Road	Farm Ground Monroe County Zoned A-2
	1323 North Illinois Route 3	319 Ditchs Run	Food Store General Business-B-2
	1301 Jamie Lane	6056 Braddock Lane Columbia, IL	General Business B-2
	1315 Jamie Lane	1315 Jamie Lane	General Business B-2
	1319 Jamie Lane	6056 Braddock Lane Columbia, IL	Driver's License Station General Business-B-2
	112 Warren Drive	305 Salem Place – Fairview Heights, IL 62208	Hotel General Business-B-2
	29 Victor Street	29 Victor Street	Single Family Residence Monroe County Zoned A-2



# MISCELLANEOUS FEE SCHEDULE CITY OF WATERLOO

ADDRESS(ES) OF WORK/DEVELOPMENT:

APPLICANT: ACC Holdings, LLC

Chris Kalbfleisch

1329 North Illinois Route 3 &

ADDRESS: \_\_\_\_\_

1324 Jamie Lane

DATE: 8-26-2022

EXCAVATION PERMIT \_\_\_\_\_ @ \$25.00 each \_\_\_\_\_ \$ \_\_\_\_\_

DEMOLITION PERMIT \_\_\_\_\_ Demo. Permit Number \_\_\_\_\_ \$ \_\_\_\_\_

SIGN PERMIT \_\_\_\_\_ Sign Permit Number \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR APPROVAL OF PRELIMINARY PLAT \_\_\_\_\_ \$ \_\_\_\_\_

RESUBMISSION @ 50% OF ABOVE \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR APPROVAL OF IMPROVEMENT PLANS \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR APPROVAL OF FINAL PLAT \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR SPECIAL USE PERMIT (Z-22-09-02) \_\_\_\_\_ \$ 200.00

REQUEST FOR ZONING VARIANCE \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR ZONING CODE AMENDMENT \_\_\_\_\_ \$ \_\_\_\_\_

APPEAL UNDER ZONING CODE, SUBDIVISION CODE OR BUILDING CODE \_\_\_\_\_ \$ \_\_\_\_\_

REQUEST FOR APPROVAL OF COMMERCIAL/INDUSTRIAL SITE  
PLAN \_\_\_\_\_ \$ \_\_\_\_\_

PUBLICATION CHARGES \$7.82 per mailing 01-00-3840 X 7 \_\_\_\_\_ \$ 54.74

**GRAND TOTAL \$ 254.74**

COPIED FOR:

<input type="checkbox"/> Applicant	<input checked="" type="checkbox"/> File
<input type="checkbox"/> Business Office	<input type="checkbox"/> Front Desk
<input type="checkbox"/> Electric Dept.	<input type="checkbox"/> Gas Dept.
<input type="checkbox"/> City Inspector	<input type="checkbox"/> Plumbing Inspector
<input type="checkbox"/> Assessor	<input type="checkbox"/> Electric Inspector

I. **1404.1 General.** Except when matching existing materials, material used for the construction or remodeling of exterior walls shall comply with the provisions of this section subject to the following:

The following building materials, and none others except as provided for in "C" of this section, shall be allowed in the construction of the exterior walls (except gables) of buildings and structures constructed and installed in all Business Zoned Districts and all Industrial Zoned Districts:

A. The exterior walls of a building or structure that are visible from a public right-of-way shall be constructed of one or more of the following: (a) brick; (b) brick veneer; (c) natural or cultured stone; (d) marble; (e) granite; (f) glass; (g) concrete tilt up panel with a brick or stone form liner; (h) exterior insulation finish system (EIFS); or (i) painted or dyed architectural cement blocks (split block).

B. The exterior walls of a building or structure that are not visible from a public right-of-way shall be constructed of one or more of the following: (a) any of the materials listed in the proceeding subparagraph "A" of this Section 6-1-2 m. of the Building Regulations Code, and/or (b) stucco, or (c) painted cement block."

C. Upon recommendation by the Planning Committee, materials similar to those listed in "A" and "B" above may be approved for use by the City Council on a case-by-case basis.

## **B-2**

### **General Business**

#### **Special Use Permits Required.**

Adult entertainment.

Assisted living.

Bulk material.

Bus garages.

Gym/training/fitness centers.

Planned Unit Development "C".

Recovery residence

Same as B-1.

Self storage.

Storage yards.

Tattoo and/or body piercing establishment, if located not nearer than 300 feet from a residential zoned district and/or the property line of a residence of any kind, school, church or daycare center.

Travel trailer parks.

## **PUBLIC MEETING/HEARING NOTICE**

There will be a Public Meeting of The Waterloo Planning Commission on Monday, September 12, 2022, 7:30 p.m. and a Public Hearing of The Waterloo Zoning Board of Appeals on Thursday, September 15, 2021, 7:30 p.m., both meetings at Waterloo City Hall, 100 West Fourth St., Waterloo, Illinois, to consider a petition for a Special Use Permit as permitted by 40-2-3(B) to allow two Self-Storage Unit Buildings at 1329 North Illinois Route 3, Parcel No. 07-13-101-007-000 and 1324 Jamie Lane, Parcel No. 07-13-101-004-000 in the B-2 Zoning District, as permitted by 40-2-3(B) as requested by petitioner, Chris Kalbfleisch.

Nathan Rau  
Planning Commission Chairman

Kenneth Hartman, Jr.  
Zoning Board of Appeals Chairman



**MINUTES OF THE PLANNING COMMISSION  
MEETING HELD ON September 12, 2022**

The meeting was called to order by Rau at 7:30PM.

Roll call was taken: **Present:** Rau, Hicks, Lutz, Voelker, Gaitsch, Pittman, Youngs

Rau asked if there were any additions or corrections to the minutes from August 8, 2022 Planning Commission meeting. There were none. A motion was made by Gaitsch and seconded by Lutz to approve the minutes of the August 8, 2022 meeting minutes. **Motion carried.**

Rau asked if there were any citizens to address the Planning Commission. There were none.

Rau asked if there were any corrections or deletions to the agenda. There were none.

**OLD BUSINESS:** Rau asked if there was any old business. There was none.

**PETITIONS:**

**Z-22-09-02      Review and comment on a petition for a Special Use Permit to allow two Self-Storage Unit Buildings at 1329 North Illinois Route 3, Parcel No. 07-13-101-007-000 and 1324 Jamie Lane, Parcel No. 07-13-101-004-000 in the B-2 Zoning District, as permitted by 40-2-3(B) as requested by petitioner, Chris Kalbfleisch.**

Kalbfleisch was previously granted a petition for a special use permit on December 17, 2020 to allow one self-storage building on his property. His SUP will expire on December 17, 2022 unless he receives a building permit. He is now planning to purchase two more vacant and adjacent properties and is now petitioning for two additional self-storage buildings for a total of three. Rau asked and Kalbfleisch confirmed that the building materials for the additional two buildings would be the same as the first.

Kalbfleisch was present to represent his petition. He states that there would be a fence along the west side of the lot adjacent to Washy's. Along the south side that is adjacent to Schneider's Quality Meats he said the property would be lined with curbs and poles to not impede deliveries to Schneider's Quality Meats and he didn't want the fence to be an eyesore.

Hicks asked if there were any comments from neighbors. There was one neighbor present, but he supports Kalbfleisch's proposal self-storage buildings.

Pittman inquired about lighting for security. Kalbfleisch said they would install LED lights to shine straight down and remove all tall pole lights, so it would be less bright than what is currently installed at the location.

Rau asked about drainage concerns. Kalbfleisch responded that the new impervious surface on top of the currently unimproved lots would need to be detained and that detention would be underground.

This particular petition is for two additional self-storage buildings. Because the property is currently multiple parcels, they must wait for the resubdivision of the properties to come from the county. Krebel asked if we should tie all three buildings together on one SUP with the special condition that there is a deadline for the issuance of a building permit for all three buildings. The commission debated on whether to tie the three together or leave them separate and decided to keep the two additional buildings on this SUP and the one building from the December 2020 SUP separate due to the additional detention still needs to be added on the new lots. The existing area from the December 2020 petition is ready to build. The plan would then be to issue a building permit for the first SUP before the deadline this December and then permit the other two buildings when Kalbfleisch is ready to build.

Lutz asked about access to the property from Route 3. Krebel and Kalbfleisch responded that once the resubdivision of the parcels has been completed, this property will be one parcel with dedicated access to Route 3.

**Recommendation:** A motion was made by Hicks and seconded by Pittman for a favorable recommendation for the Special Use Permit to allow for the construction and operation of a self-storage facility as petitioned.

**Members voted as follows:**

**YES – Rau, Hicks, Lutz, Voelker, Gaitsch, Pittman, Youngs**

**COMMENTS:** Open discussion on a potential plan for the area in front of Northwinds Subdivision between Halifax and Rose.

**Motion to adjourn the meeting at 8:28PM was made by Lutz and seconded by Youngs. Motion carried.**  
Minutes respectfully submitted by Lauren Voelker.

## Waterloo Planning Commission Advisory Report

Petition Number: Z-22-09-02

Type of Petition: Special Use Permit / Zoning Text Amendment / \_\_\_\_\_  
(other)

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

The effect the proposal would have on the City's Comprehensive Plan: positive

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

neutral - adjacent properties are not  
negatively affected

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

neutral - we don't love storage units,  
but this ~~area~~ location is uniquely  
suited for them

Other legal requirements of considerations: owner noted underground  
water detention will be used



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

Is the proposal necessary for public convenience at this location?

*While not necessary, it is an appropriate  
use of the lots*

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

*yes*

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

*no*

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

*no*

The Planning Commission gives this petition a

**Favorable Recommendation**  
(with modifications as outlined below)

**Unfavorable Recommendation**  
(for the reasons explained herein)

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

CONDITION - building exterior & fencing materials to ~~and~~ match the previous petition for the initial storage structure to the north

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



PLANNING COMMISSION CHAIRMAN

## **PUBLIC MEETING/HEARING NOTICE**

There will be a Public Hearing of The Waterloo Zoning Board of Appeals on Thursday, October 20<sup>th</sup> 2022, 7:30 p.m., at Waterloo City Hall, 100 West Fourth St., Waterloo, Illinois, to consider a petition which was tabled at the September 15<sup>th</sup> hearing for a Special Use Permit as permitted by 40-2-3(B) to allow two Self-Storage Unit Buildings at 1329 North Illinois Route 3, Parcel No. 07-13-101-007-000 and 1324 Jamie Lane, Parcel No. 07-13-101-004-000 in the B-2 Zoning District, as permitted by 40-2-3(B) as requested by petitioner, Chris Kalbfleisch.

Kenneth Hartman, Jr.  
Zoning Board of Appeals Chairman

# ZONING BOARD OF APPEALS ADVISORY REPORT

On Petition # Z - 22 - 09 - 02

I move that the Zoning Board of Appeals provide the City Clerk with an Advisory Report as follows:

1. The Petition should be Approved / Denied / Approved with Modifications (see modifications below);
2. The effect the proposal would have on the health, welfare, safety, morals, and comfort of area residents would be Negligible / Positive / Negative / Potentially Negative in that \_\_\_\_\_;
3. The effect the proposal would have on schools, traffic, streets, shopping, public utilities, and adjacent properties would be Negligible / Positive / Negative / Potentially Negative in that \_\_\_\_\_;
4. The proposed recommendation is Necessary / Not Necessary for the public convenience at the subject location;
5. The proposed recommendation Is / Is Not so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected;
6. The proposed recommendation Will / Will Not cause substantial injury to the value of other property in the neighborhood in which it is proposed to be located;
7. The proposed recommendation Will / Will Not be detrimental to the essential character of the zoning district in which the property is located;

I further move that the recommendation be subject to the following modification(s):

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This advisory report is respectfully submitted, on behalf of the Zoning Board of Appeals.

Signed: \_\_\_\_\_

Zoning Board of Appeals Chairman

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

Oct 21, 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:  
November 7, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Executive Session for the Discussion of Personnel  
as Provided for by 5 ILCS 120/2(c)(1).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval  
\_\_\_\_\_  
\_\_\_\_\_
4. Submittal date: 11/4/2022  
  
Submitted by:  
Thomas Smith, Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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

**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:  
November 7, 2022  
(Date)
2. Description of matter to be placed on agenda:  
Consideration and Action on Contract with SIU Health Care.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. Relief or action to be requested:  
Approval  
\_\_\_\_\_
4. Submittal date: 11/4/2022  
  
Submitted by:  
Thomas Smith, Mayor  
\_\_\_\_\_  
\_\_\_\_\_

**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