

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Location: Waterloo City Hall: Council Chambers

Date: November 15, 2021

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 Building Inspector / Code Administrator.
 - D. Report of Subdivision and Zoning Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Good Deed Award Presented by Janet Jansen of the Columbia American Legion Auxiliary to Ian Huebner.
 2. Waterloo Beautification Grant Check Presentation to Justin Schmidt, Vintage Wine Bar located at 212 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. 1834 Approving a Tax Levy for Corporate Purposes for the current Fiscal Year commencing on the 1st day of May, 2021 and ending on the 30th day of April, 2022 for the City of Waterloo, IL.
 - B. Consideration and Action on Ordinance No. 1835 Approving Two (2) Jurisdictional Transfers from Monroe County, IL to the City of Waterloo, IL for Rogers Street, from the north edge of pavement of Hamacher Street northerly to the municipal corporate limit (0.11 mi); and from the municipal corporate limit northerly to the south butt edge of SN 068-3168, in its entirety (0.89 mi), for a total of 1.00 miles.
 - C. Consideration and Action on Resolution No. 21-25 Approving a Gas Sales Agreement between Symmetry Energy Solutions, LLC, and the City of Waterloo, IL.
 - D. Consideration and Action on Resolution No. 21-26 Approving the Signing of Four (4) Physical Transaction of Confirmations for Immediate Delivery between Symmetry Energy Solutions, LLC and the City of Waterloo, IL from the East Line Pool, the West Line Pool, the Mainline Market Pool and the Mainline Field Pool.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Approval of the 2022 Regularly Scheduled Meetings and Holiday Dates.
 - B. Consideration and Action on Full Page Ad to be placed in the 2022 Visitor's Guide in the amount of \$2,750.00 (discounted 50%) to be paid out of the Hotel / Motel Tax Fund.
 - C. Consideration and Action on Renewal of Group Health Insurance Coverage with Blue Cross Blue Shield of Illinois Effective January 01, 2022 through December 31, 2022.
 - D. Consideration and Action on Renewal of Dental, Life / AD&D and Dependent Life Insurance with Delta Dental for a 12-Month Period from January 01, 2022 through December 31, 2022.
 - E. Consideration and Action on Renewal of Liability and Workers Compensation and Equipment Breakdown Insurance Coverage with IMLRMA.
 - F. Consideration and Action on a Special Event Permit Request from GLOW for the GLOW Holiday Parade to be held on November 27, 2021 from 5:30 p.m. to 7:00 p.m. with the temporary street closure of Columbia Avenue, Main Street, Mill Street and Library Street per the parade route as attached.
 - G. Consideration and Action on Approval of Exterior Building Material 6-1-2(I)(C) at the new Scooter's Restaurant located at Lot 11 North Pointe Phase 3 Second Phase – Parcel No. 07-24-167-011-000.

H. Consideration and Action on Approval of Exterior Building Material 6-1-2(I)(C) at the 4th Street Bar and Grill located at 301 S. Moore Street.

13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

Nov. 18, 2021 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Nov. 23, 2021 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.

Nov. 25 & 26, 2021 – THANKSGIVING HOLIDAYS.

Dec. 06, 2021 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Dec. 08, 2021 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.

Dec. 14, 2021 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.

Dec. 16, 2021 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Dec. 20, 2021 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Dec. 23 and 24, 2021 – CHRISTMAS HOLIDAYS.

Dec. 28, 2021 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.

Dec. 30, 2021 (noon) and Dec. 31, 2021 – NEW YEAR'S HOLIDAYS.

**MINUTES OF THE
CITY COUNCIL MEETING
NOVEMBER 01, 2021**

1. The meeting was called to order by Mayor Smith at 7:30 p.m.
2. The following Aldermen were present: Notheisen, Matt Buettner, Hopkins, Trantham, Darter, Kyle Buettner, Row and Heller.
3. Pledge of Allegiance led by Mayor Tom Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor. None.
5. Approval of Minutes as Written or Amended.
Approval of City Council Meeting Minutes dated 10-18-21. Motion made by Alderman Kyle Buettner and seconded by Alderman Darter to approve the City Council Meeting Minutes from 10-18-21. Motion passed unanimously with Aldermen Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins, Trantham and Darter voting 'yea'.
6. Petitions by Citizens on Non-Agenda Items. None.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector. No report.
 - B. Report of Treasurer. No report.
 - C. Report of Subdivision and Zoning Administrator. No report.
 - D. Report of Director of Public Works.
There will be intermittent lane restrictions on Market Street from Plaza Drive to Route 156 (Front Street) this week. The lane closures are for the inspection of the pavement by IDOT.
 - E. Report of Chief of Police. No report.
 - F. Report of City Attorney. No report.
 - G. Report and Communication by Mayor. No report.
8. Report of Standing Committees. No report.
9. Report of Special Committees. No report.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen. None.
11. Unfinished Business. None.
12. Miscellaneous Business.
 - A. Consideration and Action on Warrant No. 607.
Motion made by Alderman Darter and seconded by Alderman Row to approve Warrant No. 607. Motion passed unanimously with Aldermen Darter, Kyle Buettner, Row, Heller, Notheisen, Matt Buettner, Hopkins and Trantham voting 'yea'.
 - B. Consideration and Action on Petition #Z-21-10-01 for the Special Use Permit Conditional List from the Zoning Board of Appeals hearing regarding the operation of a Recovery Residence at 228 Mueller Lane (comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez.
Motion made by Alderman Notheisen and seconded by Alderman Hopkins to approve Petition #Z-21-10-01 for the Special Use Permit Conditional List from the Zoning Board of Appeals hearing regarding the operation of a Recovery Residence at 228 Mueller Lane

(comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez.

City Attorney Dan Hayes mentioned that the motion for approval pertains **only** to adopting the 13 conditions that were sent to the City Council by the Zoning Board of Appeals. The City Attorney asked Ms. Martinez which of the 13 conditions mentioned, besides the fence and the twice-yearly inspections are objectionable. The City Attorney then read the remaining 11 conditions.

Ms. Martinez stated they also had concerns over the visitation condition. They would like to allow visitation for emergency situations with immediate family members. The Council held a short discussion and agreed to the change in the stipulation to allow for visitation in emergency situations with immediate family members of the client.

Although a six-foot privacy fence was originally in their business plans, Ms. Martinez acknowledged that they did not know, at the time, there was a 40-foot setback requirement per the City Zoning Code. They are requesting a fence of their choosing. Ms. Martinez also requested to know, the reason for bi-annual inspections. The Zoning Administrator stated the purpose of the inspections was for safety: hallways allowing for safe passage; working exit signs; fire alarms in working order; correct wiring, etc... Basically a life safety inspection.

An amended motion was made by Alderman Notheisen and seconded by Alderman Kyle Buettner to approve Petition #Z-21-10-01 for the Special Use Permit Conditional List from the Zoning Board of Appeals hearing regarding the operation of a Recovery Residence at 228 Mueller Lane (comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez with the following changes in the 13 conditions:

4. The facility shall be inspected a minimum of two times per year by the City of Waterloo Building Inspector to assure **life safety** and building code compliance, operating compliance in accord with the definition of "Recovery Residence", and compliance with all conditions as included in the Special Use Permit.

12. Clients shall be allowed one visitation per week on strictly a rotating Saturday and Sunday schedule and only after successfully completing 30 days in the program **except for emergency situations with the immediate family of the client.**

Stephanie Hunter, an adjoining business owner, commented that an individual going through detox does not mean that the person is clean when they get to a rehab facility. She wanted to know if a person tested positive on arrival, if they would be allowed in the program. Ms. Martinez stated any women testing positive upon entry would not be allowed in the program.

Discussion took place among the Alderman on the fencing requirement including fence height, expected completion date of the fence, availability of materials and labor, if the fence has a time frame does it start with the purchase of the property or when an occupancy permit is issued, loss of land usage, etc... After this discussion, the Alderman had a voice poll on the height of the required fencing with five aldermen wanting a six-foot fence and three aldermen wanting for a four-foot fence.

An amended motion was made by Alderman Notheisen and seconded by Alderman Kyle Buettner to approve Petition #Z-21-10-01 for the Special Use Permit Conditional List from the Zoning Board of Appeals hearing regarding the operation of a Recovery Residence at 228 Mueller Lane (comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez with the following changes in the 13 conditions:

3. The proposed privacy fence shall be 6' high, of vinyl construction and installed in compliance with City codes, easements and setbacks. **The fence is to be completed within 6 months after the purchase of the property.**

4. The facility shall be inspected a minimum of two times per year by the City of Waterloo Building Inspector to assure **life safety** and building code compliance, operating compliance in accord with the definition of "Recovery Residence", and compliance with all conditions as included in the Special Use Permit.

13. Clients shall be allowed one visitation per week on strictly a rotating Saturday and Sunday schedule and only after successfully completing 30 days in the program **except for emergency situations with the immediate family of the client.**

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

- C. Consideration and Action on Petition #Z-21-10-01 for the Special Use Permit, including the Conditional List as previously approved in Agenda Item 12B, to allow for the operation of a Recovery Residence at 228 Mueller Lane (comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez.

Motion made by Alderman Notheisen and seconded by Alderman Kyle Buettner to approve Petition #Z-21-10-01 for the Special Use Permit, including the Conditional List as previously approved in Agenda Item 12B, to allow for the operation of a Recovery Residence at 228 Mueller Lane (comprising of Parcels #07-25-101-025-000, #07-25-101-026-000 and #07-25-101-016-000), as requested by Adrian and Leisa Martinez.

The City Attorney stated the action on this petition would be based on the record presented to the City Council by the Zoning Board of Appeals. No new evidence will be submitted.

Public Comments:

- Mr. Steve Boorsma mentioned he was in favor of the petition and stated the City has the opportunity for stewardship and to make a difference in the lives of others.
- Ms. Amanda Schweigert stated she was a licensed counselor and has worked in the field of substance abuse for four years. She also is in favor of the petition. She commented that there appears to be push back in the neighborhood while people are dying and suffering.
- Leisa Martinez shared various e-mails offering support of this facility
- Stephanie Hunter, an adjoining business owner, spoke against this petition. She stated she once resided in a small town that opened up a facility such as this one, and the town has not been the same since.
- Andrew Williams also spoke against this petition and stated the neighbors oppose this location for a recovery residence.

Aldermen voted as follows:

YES – Notheisen, Matt Buettner, Darter, Kyle Buettner and Row.

NO – Hopkins, Trantham and Heller

Motion passed by a vote of 5 to 3.

- D. Consideration and Action on the Purchase of a 2021 Ford Truck for the Underground Utilities Department from Morrow Brothers Ford in the total amount of \$60,416.00 after trade-in of a 2000 Chevrolet.

Motion made by Alderman Darter and seconded by Alderman Heller to approve the Purchase of a 2021 Ford Truck for the Underground Utilities Department from Morrow Brothers Ford in the total amount of \$60,416.00 after trade-in of a 2000 Chevrolet.

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

- E. Consideration and Action on a Special Event Permit Request from Uncle John's RRR Bar for their 2nd Annual New Year's Eve Ball Drop to be held on December 31, 2021, from 11:30 p.m. to 12:30 a.m., to include the temporary closure of the four-way intersection at Main and Third Streets.

Motion made by Alderman Row and seconded by Alderman Kyle Buettner to approve a Special Event Permit Request from Uncle John's RRR Bar for their 2nd Annual New

Year's Eve Ball Drop to be held on December 31, 2021, from 11:30 p.m. to 12:30 a.m., to include the temporary closure of the four-way intersection at Main and Third Streets.

Aldermen voted as follows:

YES – Row, Heller, Notheisen, Matt Buettner, Hopkins, Darter and Kyle Buettner.

NO – Trantham.

Motion passed by a vote of 7 to 1.

14. Discussion of Matters by Council Members Arising After Agenda Deadline.
Alderman Hopkins stated that it was difficult to hear in the High School auditorium. He also commented on the number of “thank you’s” he received from the children during Trunk or Treat.
15. 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 8:33 p.m.

Mechelle Childers - City Clerk

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2020-2021 ACTUAL AMOUNT	2021-2022 BUDGETED AMOUNT	% INCREASE/ DECREASE	2020 OCT	2021 OCT	% INCREASE/ DECREASE	2020-2021 FISCAL YTD	2021-2022 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	11,120,157.12	11,188,000.00	0.61%	1,052,615.51	1,093,467.10	3.88%	5,927,025.00	5,873,456.58	-0.90%
ELEC TAX	264,157.05			25,796.53	27,163.89	5.30%	142,635.33	143,463.86	0.58%
ELECT MISC.	381,724.00	290,400.00	-23.92%	28,299.00	-8,975.00	-131.71%	251,489.00	149,399.00	-40.59%
SUBTOTAL	11,766,038.17	11,478,400.00	-2.44%	1,106,711.04	1,111,655.99	0.45%	6,321,149.33	6,166,319.44	-2.45%
BEGINNING UNAPPLIED	640,604.06			41,549.43	44,729.39	7.65%	273,508.37	309,023.69	12.99%
UNAPPLIED CASH REC'D	189,024.23			10,201.36	10,269.50	0.67%	83,584.48	67,563.39	-19.17%
UNAPPLIED DISBURSED	163,715.86			7,956.11	12,623.29	58.66%	63,105.45	73,811.81	16.97%
ENDING UNAPPLIED	665,912.43			43,794.68	42,375.60	-3.24%	293,987.40	302,775.27	2.99%
GAS SALES	2,577,188.26	3,019,000.00	17.14%	59,570.89	100,943.58	69.45%	735,389.75	800,954.52	8.92%
GAS TAX	76,960.64			1,360.46	1,685.40	23.88%	19,071.30	19,534.95	2.43%
GAS MISC.	135,303.00	148,000.00	9.38%	-2,003.00	-5,255.00	-162.36%	93,419.00	90,769.00	-2.84%
SUBTOTAL	2,789,451.90	3,167,000.00	13.53%	58,928.35	97,373.98	65.24%	847,880.05	911,258.47	7.47%
WATER SALES	2,434,747.94	2,469,000.00	1.41%	211,515.57	226,719.20	7.19%	1,271,915.80	1,283,417.67	0.90%
WATER MISC.	84,363.00	84,500.00	0.16%	5,187.00	6,359.00	22.59%	45,155.00	757,592.00	1577.76%
SUBTOTAL	2,519,110.94	2,553,500.00	1.37%	216,702.57	233,078.20	7.56%	1,317,070.80	2,041,009.67	54.97%
SEWER SALES	1,795,863.83	1,815,000.00	1.07%	152,352.28	162,497.23	6.66%	927,854.67	936,749.15	0.96%
SEWER MISC.	224,071.00	200,500.00	-10.52%	16,858.00	18,600.00	10.33%	117,887.00	110,610.00	-6.17%
SUBTOTAL	2,019,934.83	2,015,500.00	-0.22%	169,210.28	181,097.23	7.02%	1,045,741.67	1,047,359.15	0.15%
CITY TAX	516,082.12	499,000.00	-3.31%	41,131.55	44,894.56	9.15%	246,313.25	249,226.57	1.18%
MISC.	24,130.00	26,500.00	9.82%	1,817.00	975.00	-46.34%	12,777.00	12,269.00	-3.98%
SUBTOTAL	540,212.12	525,500.00	-2.72%	42,948.55	45,869.56	6.80%	259,090.25	261,495.57	0.93%
REFUSE FEE	833,254.84	886,850.00	6.43%	69,027.77	70,181.21	1.67%	417,213.01	423,113.64	1.41%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	33,077.00	40,000.00	20.93%	2,101.00	4,791.00	128.03%	13,755.00	21,084.00	53.28%
PERMITS	113,801.00	110,000.00	-3.34%	10,303.00	8,492.00	-17.58%	53,316.00	60,967.00	14.35%
INSPECTION FEES	15,000.00	15,000.00	0.00%	1,125.00	825.00	-26.67%	7,500.00	6,300.00	-16.00%
FRANCHISE FEES	120,443.00	122,000.00	1.29%	21,995.00	-	-100.00%	21,995.00	-	-100.00%
LIQUOR LICENSE	21,770.00	22,000.00	1.06%	150.00	-	-100.00%	21,950.00	21,570.00	-1.73%
INFRASTRUCTURE FEE	170,798.00	172,000.00	0.70%	16,353.00	11,946.00	-26.95%	91,104.00	77,765.00	-14.64%
HOTEL/MOTEL TAX	15,210.00	13,000.00	-14.53%	2,149.00	2,073.00	-3.54%	8,961.00	8,456.00	-5.64%
MISC.	617,895.00	169,580.00	-72.56%	469,429.00	6,647.00	-98.58%	496,224.00	90,929.00	-81.68%
REPLACEMENT TAX	67,771.00	63,000.00	-7.04%	8,583.00	27,654.00	222.20%	33,333.00	69,139.00	107.42%
COUNTY TAX	417,676.00	294,750.00	-29.43%	176,730.00	79,605.00	-54.96%	253,413.00	185,886.00	-26.65%
SALES TAX	2,477,441.00	2,460,000.00	-0.70%	215,857.00	232,333.00	7.63%	1,195,406.00	1,385,776.00	15.93%
BUSINESS DISTRICT TAX	59,910.00	97,000.00	61.91%	9,337.00	9,652.00	3.37%	9,337.00	53,509.00	473.09%
CANNABIS USE TAX	8,887.00	8,000.00	-9.98%	536.00	1,608.00	200.00%	3,401.00	8,064.00	137.11%
VIDEO GAMING	95,786.00	152,500.00	59.21%	13,223.00	19,613.00	48.32%	35,597.00	124,515.00	249.79%
INCOME TAX	1,732,737.00	1,700,000.00	-1.89%	162,296.00	187,291.00	15.40%	857,808.00	1,003,086.00	16.94%
SUBTOTAL	6,801,456.84	6,325,680.00	-7.00%	1,179,194.77	662,711.21	-43.80%	3,520,313.01	3,540,159.64	0.56%
MOTOR FUEL TAX	781,859.00	704,000.00	-9.96%	34,848.00	63,714.00	82.83%	439,112.00	366,428.00	-16.55%
MISC	2,690.00	3,000.00	11.52%	249.00	97.00	-61.04%	1,368.00	535.00	-60.89%
SUBTOTAL	784,549.00	707,000.00	-9.88%	35,097.00	63,811.00	81.81%	440,480.00	366,963.00	-16.69%
UTILITY DEPOSITS	115,375.00	-		13,625.00	6,050.00	-55.60%	65,825.00	55,225.00	-16.10%
TOTAL DEPOSITS	27,525,153.03	26,772,580.00	-2.73%	2,832,618.92	2,411,916.67	-14.85%	13,901,134.59	14,457,353.33	4.00%

November 15, 2021

To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the October 31, 2021 Treasurer's Report for the City of Waterloo.

I welcome any questions or comments you may have about this report. I can be reached at State Bank weekdays from 8:00 AM – 5:00 PM. The phone number is 618-939-7194.

Sincerely,

Brad A. Papenberg

Brad A Papenberg
City Treasurer

TREASURER'S REPORT

CITY OF WATERLOO

For the month ending

October 31, 2021

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	47,469.46	6,050.00	8,625.00	44,894.46
General Fund	(1,644,548.36)	611,266.13	1,121,527.61	(2,154,809.84)
Motor Fuel Tax	73,483.74	26,181.59	20,608.96	79,056.37
Water Fund	632,440.17	242,836.47	237,869.17	637,407.47
Sewer Fund	555,800.53	190,334.03	158,182.13	587,952.43
Gas Fund	944,592.41	109,347.68	739,749.32	314,190.77
Electric Fund	1,779,366.16	1,148,918.47	968,937.16	1,959,347.47
Capital Improvements	539,866.42	48,429.32	36.85	588,258.89
D.A.R.E.	1,971.25	-	-	1,971.25
Interest	2,061.65	2,135.20	-	4,196.85
Hotel/Motel Tax	146,506.20	2,073.34	570.00	148,009.54
TOTALS:	\$3,079,507.61	\$2,387,572.23	\$3,256,106.20	\$2,210,973.64

INVESTED FUNDS				
Capital Improvements	\$ 496,739.49	-	1,094.77	495,644.72
Electric	10,213,445.75	-	22,509.51	10,190,936.24
E-Pay Utility Bills	45,670.90	98,518.49	131,804.38	12,385.01
Farm Account Income	194,022.05	1.65	-	194,023.70
Gas	4,187,837.52	-	9,229.62	4,178,607.90
General Fund	9,078,058.04	485,672.96	-	9,563,731.00
Motor Fuel	1,500,906.19	37,629.29	-	1,538,535.48
Pension Reserve	1,702,805.56	144.62	-	1,702,950.18
Sewer	1,089,366.85	-	2,400.87	1,086,965.98
Utility Deposits	327,729.51	-	722.28	327,007.23
Water	926,275.73	-	2,041.43	924,234.30
Total Invested Funds:	\$29,762,857.59	\$621,967.01	\$169,802.86	\$30,215,021.74
Total All City Funds:	\$32,842,365.20	\$3,009,539.24	\$3,425,909.06	\$32,425,995.38

Pension Obligations	As of Date	Amount
Unfunded Actuarial Accrued Liability - IMRF	12/31/2019	\$523,741.00
Unfunded Actuarial Accrued Liability - Police	4/30/2020	\$4,453,816.00
Total Unfunded Liability		\$4,977,557.00

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg
City Treasurer

Building Inspector/Code Administrator Monthly Report 10/31/2021													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
New Construction Inspections:													
2021	37	23	36	27	31	37	40	39	30	37			337
2020	22	23	33	21	29	40	42	29	35	41	27	43	385
New Construction Re-Inspections:													
2021	5	3	4	2	3	5	2	4	6	5			39
Rental Inspections:													
2021	13	15	14	19	18	17	16	18	13	11			154
2020	21	22	20	16	23	12	14	24	13	15	9	17	206
2019	19	17	26	20	13	15	25	26	17	19	16	21	234
2018	17	12	16	15	10	26	14	31	19	21	23	10	214
2017	12	15	19	11	8	23	19	16	28	26	25	20	222
2016	21	15	12	18	26	23	26	23	20	22	17	16	239
Rental Re-Inspections:													
2021	8	9	6	10	8	10	7	10	6	4			78
Dumpster/POD Permits Issued:													
2021	11	10	12	10	18	8	12	10	16	14			121
2020	15	5	13	17	18	10	11	18	18	13	10	10	158
Motor Vehicle Violation Notices:													
2021	1	1	2	2	1	3	1	0	2	1			14
2020	14	9	0	0	0	0	3	5	1	0	8	0	40
Property Violation Notices:													
2021	3	5	4	3	6	6	4	3	10	3			47
2020	12	9	6	7	19	7	18	23	7	12	5	2	127
Ordinance Violation Tickets Issued:													
2021	0	0	0	0	1	1	3	0	0	0			5

Zoning Department Monthly Report 10/31/2021

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Residential Building Permits Issued:													
2021	5	4	3	2	5	5	9	2	3	9			47
2020	2	6	3	5	6	5	4	5	5	9	6	6	62
2019	2	3	9	5	5	1	2	5	2	1	2	2	39
Accessory/Addition Building Permits Issued:													
2021	3	4	11	12	10	6	8	10	6	7			77
2020	2	2	4	9	10	12	10	9	2	6	5	1	72
2019	0	2	5	15	7	13	3	9	3	4	5	2	68
Commercial/Industrial Building Permits Issued:													
2021	1	2	3	2	2	2	0	5	6	1			24
2020	3	1	0	0	2	1	1	0	1	3	5	2	19
2019	5	4	2	3	1	1	6	1	3	3	1	3	33
Excavation Permits Issued:													
2021	0	1	4	5	4	3	8	6	0	5			36
Sign Permits Issued:													
2021	1	0	1	1	3	0	1	1	1	1			10
2021 TOTAL	10	11	22	22	24	16	26	24	16	23			194

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 15, 2021
(Date)
2. Description of matter to be placed on agenda:
Good Deed Award Presented by Janet Jansen of the Columbia American Legion
Auxiliary to Ian Huebner.

3. Relief or action to be requested:
Award Presentation.

4. Submittal date: 10-26-21

Submitted by: _____
Sarah Deutch, Community Relations Coordinator

DISPOSITION

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



Mayor

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 15, 2021
(Date)
2. Description of matter to be placed on agenda:
Waterloo Beautification Grant Check Presentation to Justin Schmidt, Vintage Wine Bar located at 212 S. Main Street.

3. Relief or action to be requested:
Check Presentation.

4. Submittal date: 10-13-21

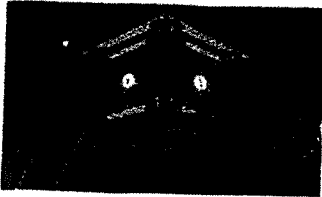
Submitted by: _____
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

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



Mayor



CITY OFFICES
 100 West Fourth Street
 Waterloo, Illinois 62298
 618.939.8600

Thomas G. Smith, Mayor

WATERLOO DOWNTOWN BEAUTIFICATION PROGRAM APPLICATION INSTRUCTIONS AND REVIEW PROCESS

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

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

Applicant Name: Vintage Wine Bar / Justin Schmitt
Name Telephone #

Applicant Address: _____
No. Street City State Zip Code

Name of Business: Vintage Wine Bar

Business Description: Bar 939-8403
Business Phone #

Business Address: 212 S Main St Waterloo IL

Please check "Yes" or "No" for each question below:		
	Yes	No
Are you or your business delinquent on any fee obligations?		<input checked="" type="checkbox"/>
Are you or your business delinquent on any tax obligations?		<input checked="" type="checkbox"/>



CITY OFFICES
 100 West Fourth Street
 Waterloo, Illinois 62298
 618.939.8600

Thomas G. Smith, Mayor

Total project cost: \$ 100,000.00

Funds requested: \$ 10,000
(\$10,000.00 maximum reimbursement - see matching reimbursement rules)

Start date: 2-15-21

Completion date: 6-1-21

Project description: (attach additional pages if necessary)

Demolition of 210 S Main Apt 3. Replaced by
 30 X 50 expanded pstra and private party room
 for Vintage Wine Bar. Contact Mike Schneider for
 Plans. 618 939 0606

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

1-13-21
 Date

CITY OF WATERLOO USE ONLY

APPROVED - BUILDING INSPECTOR

Nathan Hubel
 Authorized signature

2-04-2021
 Date

APPROVED - BEAUTIFICATION COMMITTEE

James Hopkins
 Authorized signature

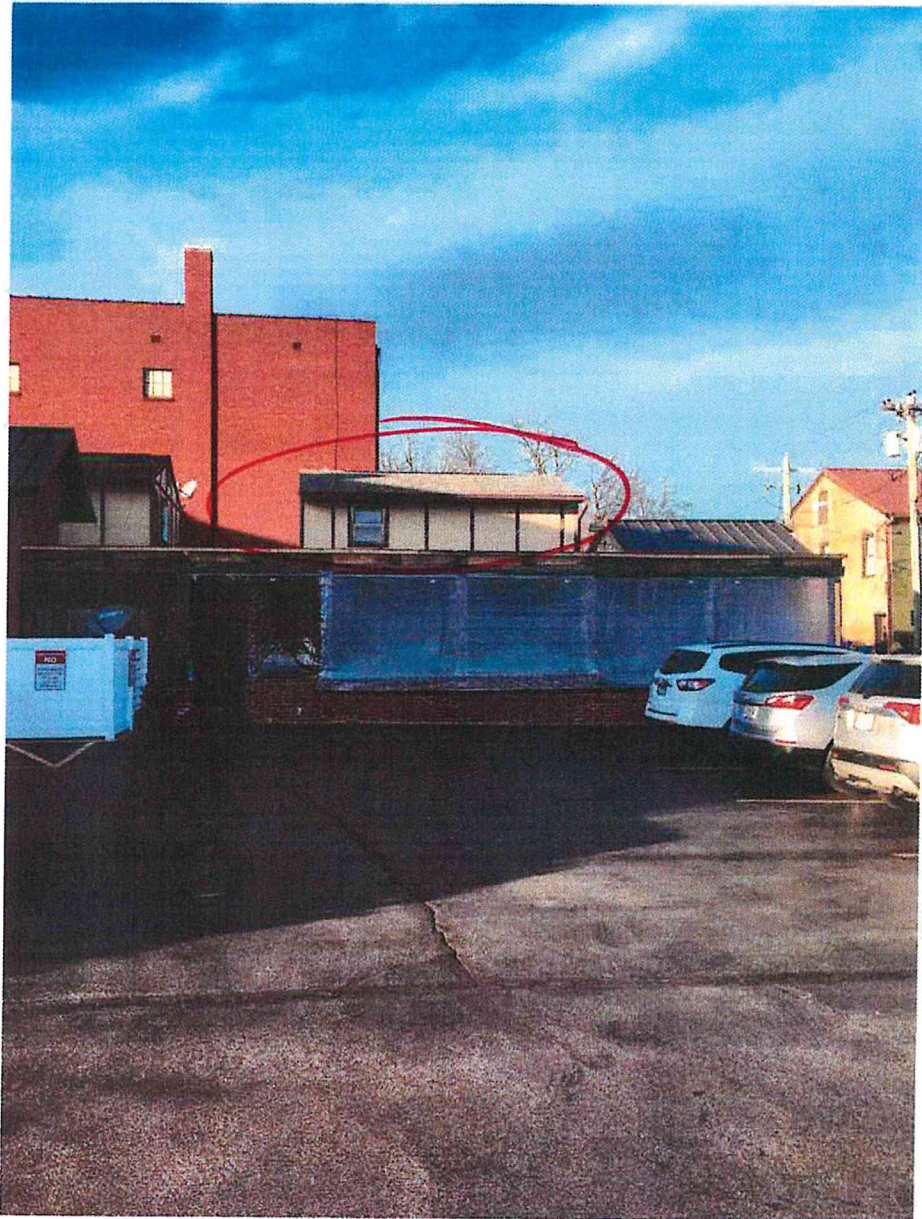
2-04-2021
 Date



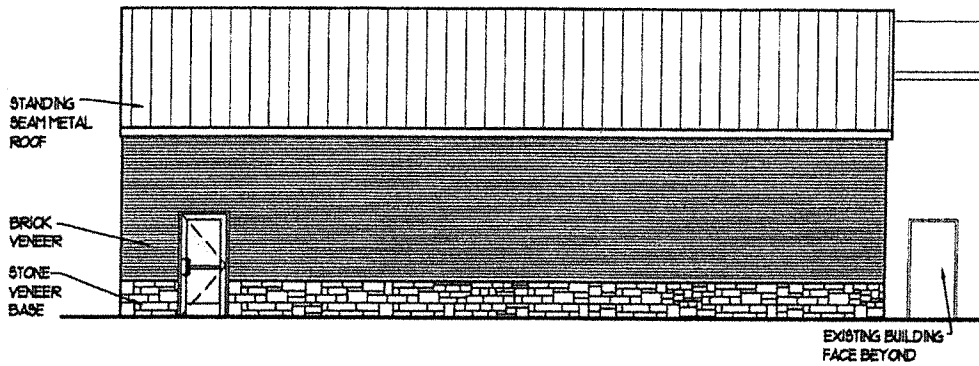
January 2021



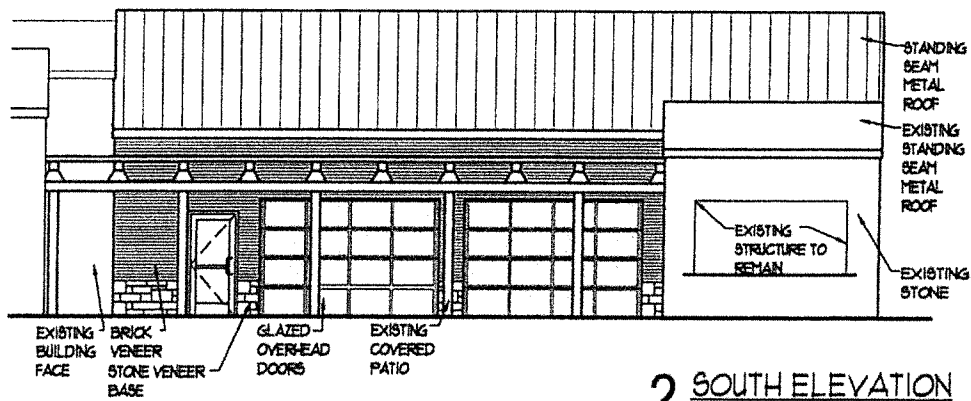
January 2021



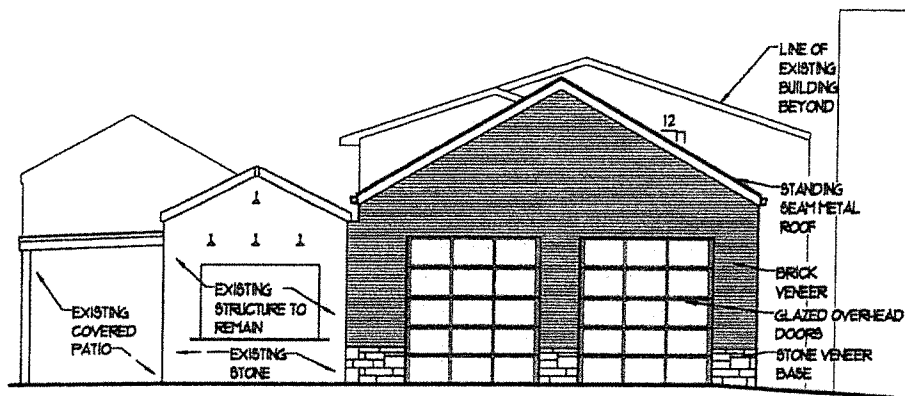
January 2021



3 NORTH ELEVATION
SCALE: 1/8" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1 EAST ELEVATION
SCALE: 1/4" = 1'-0"

Vintage Wine Bar - 212 South Main Street		
FIRST RECEIPT SUBMITTAL		
Vendor	Description of Work	Amount
Taylor Masonary	Brick work	\$12,055.00
Electrodoor	New overhead garage doors	\$26,530.00
	TOTAL	\$38,585.00
Total Reciepts		
Tier 1 Reimbursement	50% Reimbursement	\$5,000.00
Tier 2 Reimbursement	25% Reimbursement	\$5,000.00
	Total Reimbursement	\$10,000.00

Invoice Estimate

Taylor Masonry, Inc.

P.O. Box 1152 • Columbia, IL 62236 • Phone/Call: 618-444-6648

Date: MAY 13, 2021 Customer Name: WINE BAR Phone:
Address:
City: St. Zip Code

Notes: PRICE INCLUDES ALL LABOR, SOME MATERIALS.
EXCEPTION 2-4' UNITS (\$40) + 45 BAGS MORTAR (405)

Service	Description	Time	Rate	Total
	1000 SQ. FT. OF OLD USED BRICK, LABOR WITH ALL MATERIALS EXCEPT ONES LISTED ABOVE.			\$12,500
				445
				\$12055

TKS JUDGE
FOR WORK
Tim

Paid

Subtotal
Sales Tax
Miscellaneous
Total

Thank you for your business

Remit To:
Taylor Masonry, Inc.
P.O. Box 1152
Columbia, IL 62236

610 S. MAIN • COLUMBIA, ILLINOIS 62236 • PHONE 618/281-4056
 GARAGE DOOR & DOOR OPENERS 618/398-8708
 SALES - SERVICE - INSTALLATION 314/454-0460
 www.electrodoorsystems.com

of Door & Access System Dealers



Code of Business Conduct

Complying With the Standards Set Forth By the International Door Association's Code of Business Conduct

Invoice #

69571

P.O. #

Salesman

MB

Invoice Date 9/16/2021

Date Completed 09/16/2021

Bill To:

VINTAGE WINE BAR
 212 S. MAIN
 WATERLOO, IL 62298

Job Site:

212 S. MAIN
 WATERLOO, IL 62298

QUANTITY	DESCRIPTION	UNIT PRICE	EXTD PRICE
1	11X8'9 MODEL 44HH, HEMLOCK FULLVIEW W/ SOLID RECESSED PANEL, SMOOTH LUAN INTERIOR BOTTOM SECTION, 18" HIGHLIFT TRACK, TORSION SPRING, ISL	6,190.00	6,190.00
29	SEAL - CHOCOLATE BROWN PER FT.	0.00	0.00
1	11X9 MODEL 44HH, HEMLOCK FULLVIEW W/ SOLID RECESSED PANEL, SMOOTH LUAN INTERIOR BOTTOM SECTION, 18" HIGHLIFT TRACK, TORSION SPRING, ISL	6,190.00	6,190.00
29	SEAL - CHOCOLATE BROWN PER FT.	0.00	0.00
1	14X8'3 MODEL 44HH, HEMLOCK FULLVIEW W/ SOLID RECESSED PANEL, SMOOTH LUAN INTERIOR BOTTOM SECTION, 21" HIGHLIFT TRACK, 7:12 FOLLOW PITCH, TORSION SPRING, ISL	7,075.00	7,075.00
32	SEAL - CHOCOLATE BROWN PER FT.	0.00	0.00
1	14X7'9 MODEL 44HH, HEMLOCK FULLVIEW W/ SOLID RECESSED PANEL, SMOOTH LUAN INTERIOR BOTTOM SECTION, 21" HIGHLIFT TRACK, 7:12 FOLLOW PITCH, TORSION SPRING, ISL	7,075.00	7,075.00
30	SEAL - CHOCOLATE BROWN PER FT.	0.00	0.00
	08/25/2021		

Total

Deposit (Credit)

Net Due

ELECTRODOOR SYSTEMS, INC.

610 S. MAIN • COLUMBIA, ILLINOIS 62236 • PHONE 618/281-4056
 GARAGE DOOR & DOOR OPENERS 618/398-8708
 SALES - SERVICE - INSTALLATION 314/454-0460
 www.electrodoorsystems.com



Invoice #

69571

P.O. #

Salesman

MB

Invoice Date 9/16/2021

Date Completed 09/16/2021

Bill To:
 VINTAGE WINE BAR
 212 S. MAIN
 WATERLOO, IL 62298

Job Site:
 212 S. MAIN
 WATERLOO, IL 62298

QUANTITY	DESCRIPTION	UNIT PRICE	EXTD PRICE
	DELIVERED DOORS FOR CUSTOMER TO SEAL, SCRIBED SECTIONS TO FLOOR **09/09/2021, 09/10/2021 & 09/14/2021** INSTALLED DOORS		

Terms: Interest of 1 1/2% per month will be charged on all accounts over 30 days (APR 18%). In the event that it becomes necessary to send an account to outside collection agents or to an attorney, all related costs will be added to debtors due.

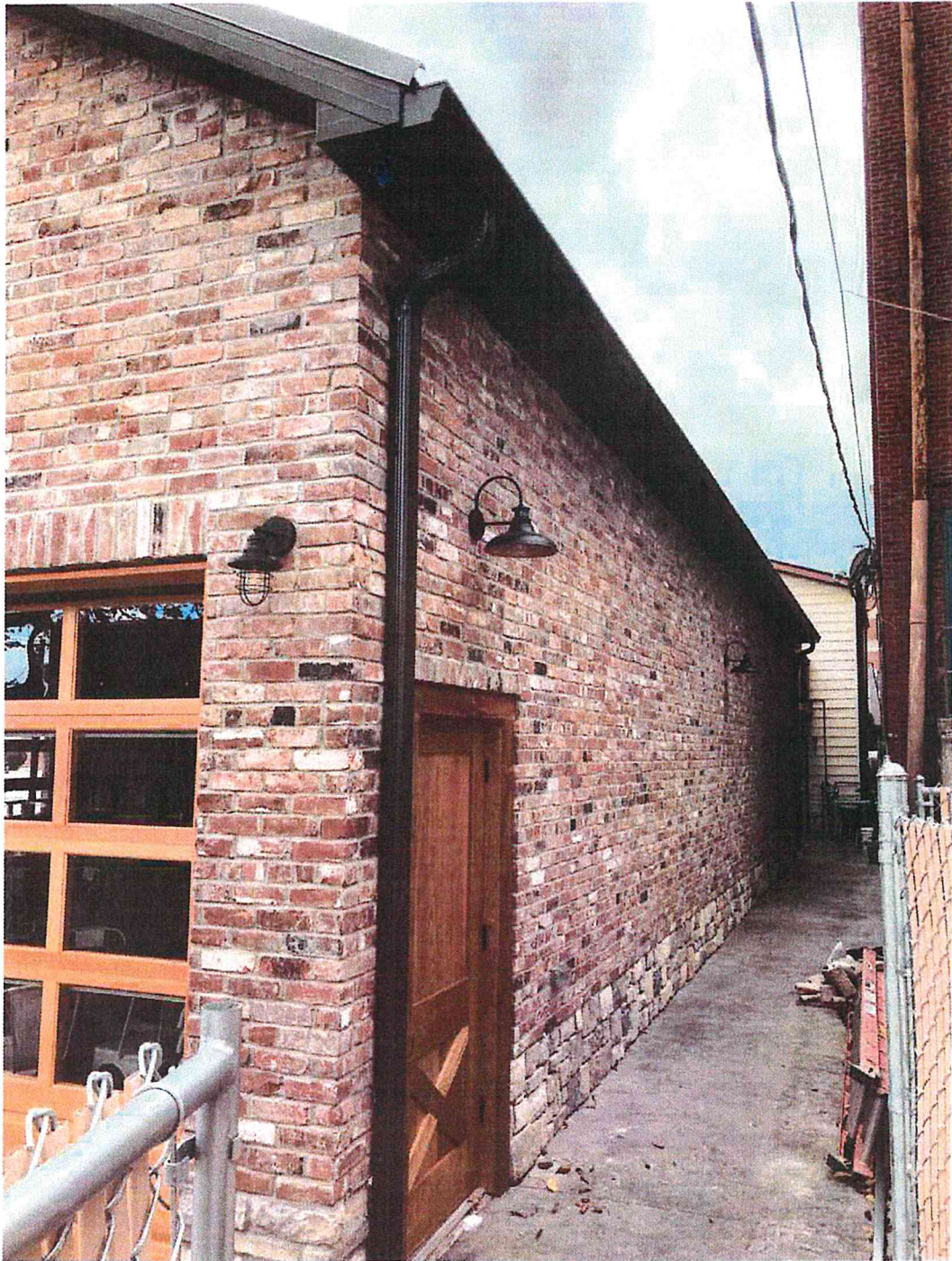
Total	\$26,530.00
Deposit (Credit)	\$0.00
Net Due	\$26,530.00

Paid

2 + 2







AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
November 15, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1834 Approving a Tax Levy for
Corporate Purposes for the current Fiscal Year commencing the 1st day of May,
2021 and ending on the 30th day of April, 2022 for the City of Waterloo,
Illinois.
3. Relief or action to be requested:
Approval
4. Submittal date: 11/12/21

Submitted by:
Shawn Kennedy, Collector-Budget Officer

DISPOSITION

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



Mayor

ORDINANCE NO. 1834

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2021 AND ENDING ON THE 30TH DAY OF APRIL, 2022 FOR THE CITY OF WATERLOO, ILLINOIS.

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

SECTION ONE. That the total amount budgeted for all corporate purposes to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum of \$1,505,750.00.

SECTION TWO. That the sum of \$1,505,750.00, being the total amount budgeted which is to be collected from the tax levy of the current fiscal year of the City of Waterloo, Illinois for all corporate purposes and for purposes set forth hereinbelow, as budgeted for the current fiscal year by the annual budget ordinance of the City of Waterloo for the fiscal year commencing on the 1st day of May, 2021 and ending on the 30th day of April, 2022, passed by the City Council of the City of Waterloo and approved by the Mayor at the legally convened meeting of April 19, 2021, be, and the same is hereby levied upon all of the taxable property in the City of Waterloo, Illinois subject to taxation for the current year, the specific amounts as levied for the various purposes being included herein by being placed in separate columns under the heading "To Be Raised by Tax Levy" which appears over the same, the tax so levied being for the current fiscal year of the City of Waterloo, Illinois, and for the said budgeted amounts to be collected from said tax levy, the total of which has been ascertained as aforesaid and being as follows:

Levied from a tax for General Corporate Purposes.

	Budgeted	Estimated Receipts From Other Sources Other Than Tax Levy	To Be Raised By Tax Levy
CORPORATE	\$5,206,840.00	\$5,071,090.00	\$ 135,750.00
ROAD AND BRIDGE	\$4,393,475.00	\$4,343,475.00	\$ 50,000.00
MUNICIPAL BAND	\$ 23,000.00	\$	\$ 23,000.00
POLICE PENSION	\$ 654,000.00	\$	\$ 654,000.00
IMRF	\$ 104,327.00	\$ 54,327.00	\$ 50,000.00
FICA	\$ 225,220.00	\$ 125,220.00	\$ 100,000.00
LIBRARY – SPECIAL	\$ 58,000.00	\$	\$ 58,000.00
LIBRARY	\$ 441,100.00	\$ 6,100.00	\$ 435,000.00
TOTAL	\$11,105,962.00	\$9,600,212.00	\$1,505,750.00

SECTION THREE. That the total amount of \$1,505,750.00 ascertained as aforesaid, be, and the same is hereby levied and assessed on all property subject to taxation within the City of Waterloo, Illinois according to the value of said property as the same is assessed and equalized for state and county purposes for the current fiscal year commencing May 1, 2021 and ending April 30, 2022.

SECTION FOUR. There is hereby certified to the County Clerk of Monroe County, Illinois, the several sums aforesaid, constituting the total amount of \$1,505,750.00, which said total amount the City of Waterloo, Illinois requires to be raised by taxation for the current fiscal year of the City of Waterloo, and the City Clerk of the City of Waterloo is hereby ordered and directed to file with the County Clerk of Monroe County, Illinois on or before the time required by law, a certified copy of this ordinance.

SECTION FIVE. All ordinances and actions, 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 take effect and be in full force and effect immediately on and after its passage and approval.

PASSED this 15th day of November, 2021, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 15th day of
November, 2021

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, filed in my office, and
published in pamphlet form this 15th
day of November, 2021.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Ordinance No. 1835 Approving Two (2) Jurisdictional
Transfers from Monroe County, IL to the City of Waterloo, IL for Rogers Street,
from the north edge of pavement of Hamacher Street northerly to the municipal
corporate limit (0.11 mi); and from the municipal corporate limit northerly to the
south butt edge of SN 068-3168, in its entirety (0.89 mi), for a total of 1.00 miles.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-10-21

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

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



Mayor

ORDINANCE NO. 1835

AN ORDINANCE APPROVING TWO JURISDICTIONAL TRANSFERS FROM MONROE COUNTY, ILLINOIS TO THE CITY OF WATERLOO, IL FOR ROGERS STREET FROM THE NORTH EDGE OF PAVEMENT OF HAMACHER STREET NORTHERLY TO THE MUNICIPAL CORPORATE LIMIT (0.11 MI.); AND FROM THE MUNICIPAL CORPORATE LIMIT NORTHERLY TO THE SOUTH BUTT EDGE OF SN 068-3168, IN ITS ENTIRETY (0.89 MI.), FOR A TOTAL OF 1.00 MILES.

WHEREAS, the City Council of the City of Waterloo finds it to be in the best interest of the municipality to enter into Two (2) Jurisdictional Transfer Agreements with Monroe County, Illinois for Rogers Street from the north edge of pavement of Hamacher Street northerly to the municipal corporate limit (0.11 mi.); and from the municipal corporate limit northerly to the south butt edge of SN 068-3168, in its entirety (0.89 mi.), for a total of 1.00 miles.

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

SECTION ONE. That the Mayor is hereby granted the authority to execute the Two (2) Jurisdictional Transfer Agreements, attached hereto as Exhibit 1 and Exhibit 2.

SECTION TWO. This ordinance shall take effect immediately upon its passage and approval.

PASSED this 15th day of November, 2021 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 15th day of November, 2021.

THOMAS SMITH, Mayor
City of Waterloo, Illinois

ATTESTED, filed in my office, and published in pamphlet form this 15th day of November, 2021.

MEHELLE CHILDERS, City Clerk
City Clerk of the City of Waterloo, IL



Jurisdictional Transfer Agreement (Local Public Agency to Local Public Agency)



CONVEYOR

Local Public Agency No. 1

Monroe

LPA Type

County

County

Monroe

RECIPIENT

Local Public Agency No. 2

City of Waterloo

LPA Type

County

Municipality

Monroe

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name

Rogers Street

Route(s)

FAU 9317

Length (miles)

0.11

Key Route(s) Information

067 99317 000000 (Station 0.00-0.11)

Termini

From north edge of pavement of Hamacher Street northerly to municipal corporate limit, in its entirety.

This transfer [X] does not [] does include

NBIS Structure No(s)

Include For Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

[X] Upon IDOT approval

[]

calendar days after

[] other

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

[X] Location Map (Addendum No. 1)

[]

[X] Ordinance/Resolution (Addendum No. 2)

[]

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR

Name of Local Public Agency Official

Vicki Koerber

Title

Chairman

Local Public Agency Official

Date

Vicki Koerber

10-22-21

APPROVED BY RECIPIENT

Name of Local Public Agency Official

Thomas Smith

Title

Mayor

Local Public Agency Official

Date

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

--

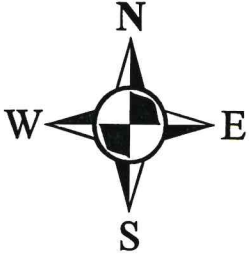
Office of Highways Project Implementation Signature Date

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Illinois Department of Transportation Jurisdictional Transfer

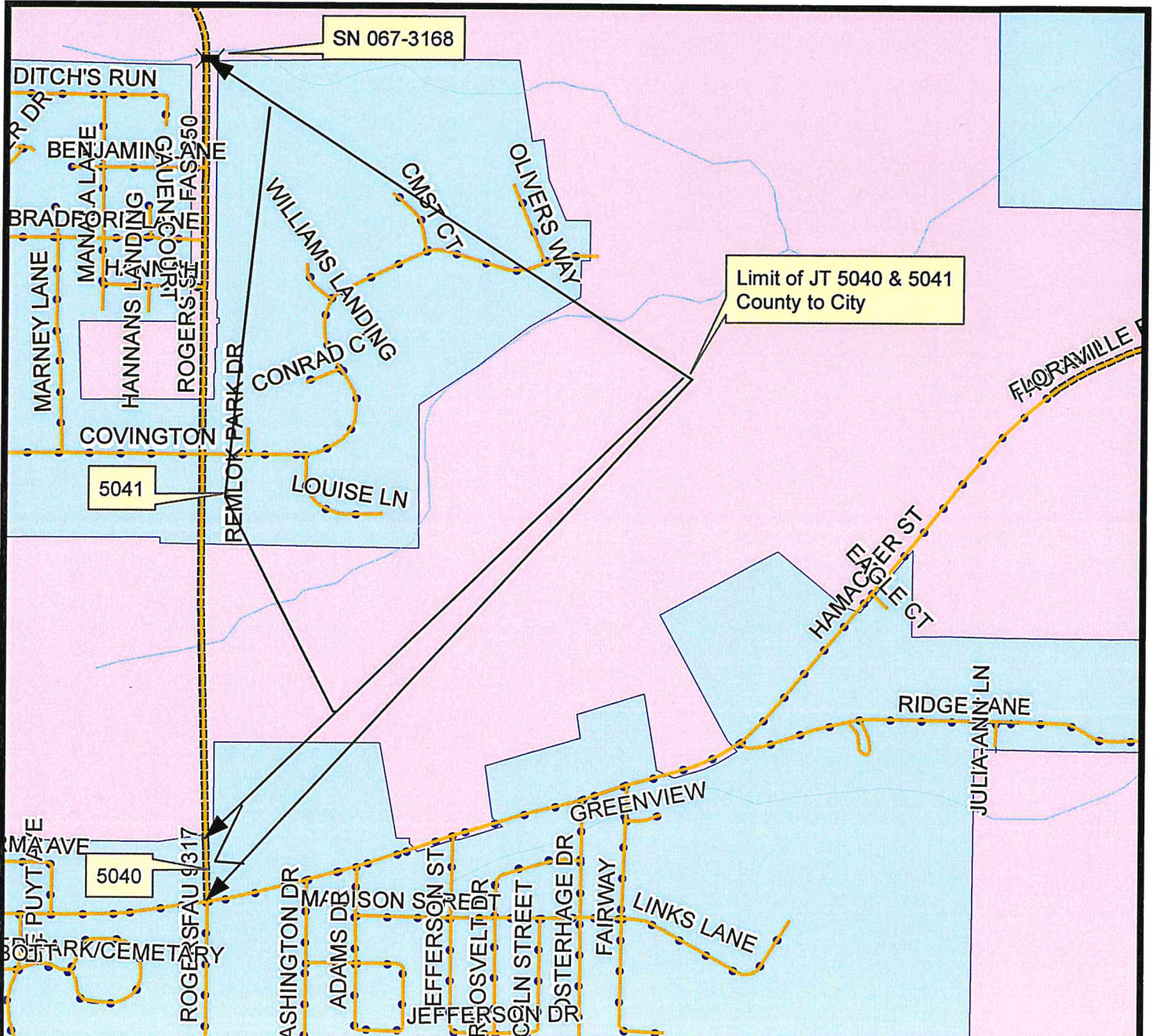
Monroe County



MONROE COUNTY TO
CITY OF WATERLOO
ROGERS STREET
067 99317 000000 &
067 30850 000000



From north edge of pavement of Hamacher Street
northerly to municipal corporate limit & from end of
FAU 9317 at corporate city limits northerly to south
butt edge of SN 068-3168, in their entireties.



105T ORIGINAL

RESOLUTION NO. 21- 111

October 22, 2021

PROVIDING FOR JURISDICTIONAL TRANSFER OF A PORTION OF ROGERS STREET (C.H. 2) TO THE CITY OF WATERLOO

WHEREAS, The County of Monroe and The City of Waterloo wish to enter into an agreement for transfer of jurisdiction of the following portion of Rogers Street (C.H. 2) to the City's municipal street system:

Beginning at the North edge of pavement of Hamacher Street at Rogers Street, in The City of Waterloo, thence North along the centerline of Rogers Street, approximately 1.0 mile, to the Waterloo City Limits, also being the South abutment of NBIS Structure No. 067-3168. Section 18 & 19, Township 2 South, Range 9 West of the 3rd p.m., Monroe County, Illinois there ending.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with the approval of The Illinois Department of Transportation, be deleted from the highway system of The County of Monroe; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to sign the Jurisdictional Transfer Agreement between the County and the City of Waterloo covering said transfer; and

BE IT FURTHER RESOLVED, that Rogers Street, as described in the Transfer, shall remain as County Highway 2 Extension; and

BE IT FURTHER RESOLVED, that NBIS Structure No. 067-3168 will be maintained by the County and the Bike Trail Bridge will be maintained by the City. Inspection of both will be by the County. Replacement or major rehab of either shall be a joint venture by separate agreement.

Passed by the Board of County Commissioners of Monroe County, Illinois at Waterloo, this 22nd day of October, 2021.

Motion: Knobloch
Aye: 3
Absent: none

Second: Green
Nay: 0

BOARD OF COMMISSIONERS

Jonathan McLean
Jonathan McLean, County Clerk

Vicki Koerber
Vicki Koerber, Chairman

Dennis Knobloch
Dennis Knobloch, Member

George Green
George Green, Member



Jurisdictional Transfer Agreement (Local Public Agency to Local Public Agency)



CONVEYOR

Local Public Agency No. 1

Monroe

LPA Type

County

County

Monroe

RECIPIENT

Local Public Agency No. 2

City of Waterloo

LPA Type

County

Municipality

Monroe

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Public Agency No. 1 hereinafter referred to as "Conveyor" and the above Local Public Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Road Name	Route(s)	Length (miles)
Rogers Street	FAS 850/CH 2	0.89

Key Route(s) Information

067 30850 000000 (Station 1.70-.49)

Termini

From end of FAU 9317 at corporate city limits northerly to south butt edge of SN 068-3168, in its entirety.

This transfer does not does include NBIS Structure No(s).

Include For Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy a location map as Addendum No. 1 and an original of the resolution as an Addendum, and

Include For Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality of Section 7-101 of the Illinois Highway Code. NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of a location map as Addendum No. 1 and an original of the ordinance as an Addendum, and

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective (check one):

Upon IDOT approval [] calendar days after [] other []

Attachments

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Location Map (Addendum No. 1) []

Ordinance/Resolution (Addendum No. 2) []

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inures to the benefit of the parties hereto, their successor and assigns.

Signatures

APPROVED BY CONVEYOR

Name of Local Public Agency Official

Vicki Koerber

Title

Chairman

Local Public Agency Official

Date

Vicki Koerber

10/21/21

APPROVED BY RECIPIENT

Name of Local Public Agency Official

Thomas Smith

Title

Mayor

Local Public Agency Official

Date

[]

[]

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED

Director

--

Office of Highways Project Implementation Signature Date

--	--



Illinois Department of Transportation Jurisdictional Transfer

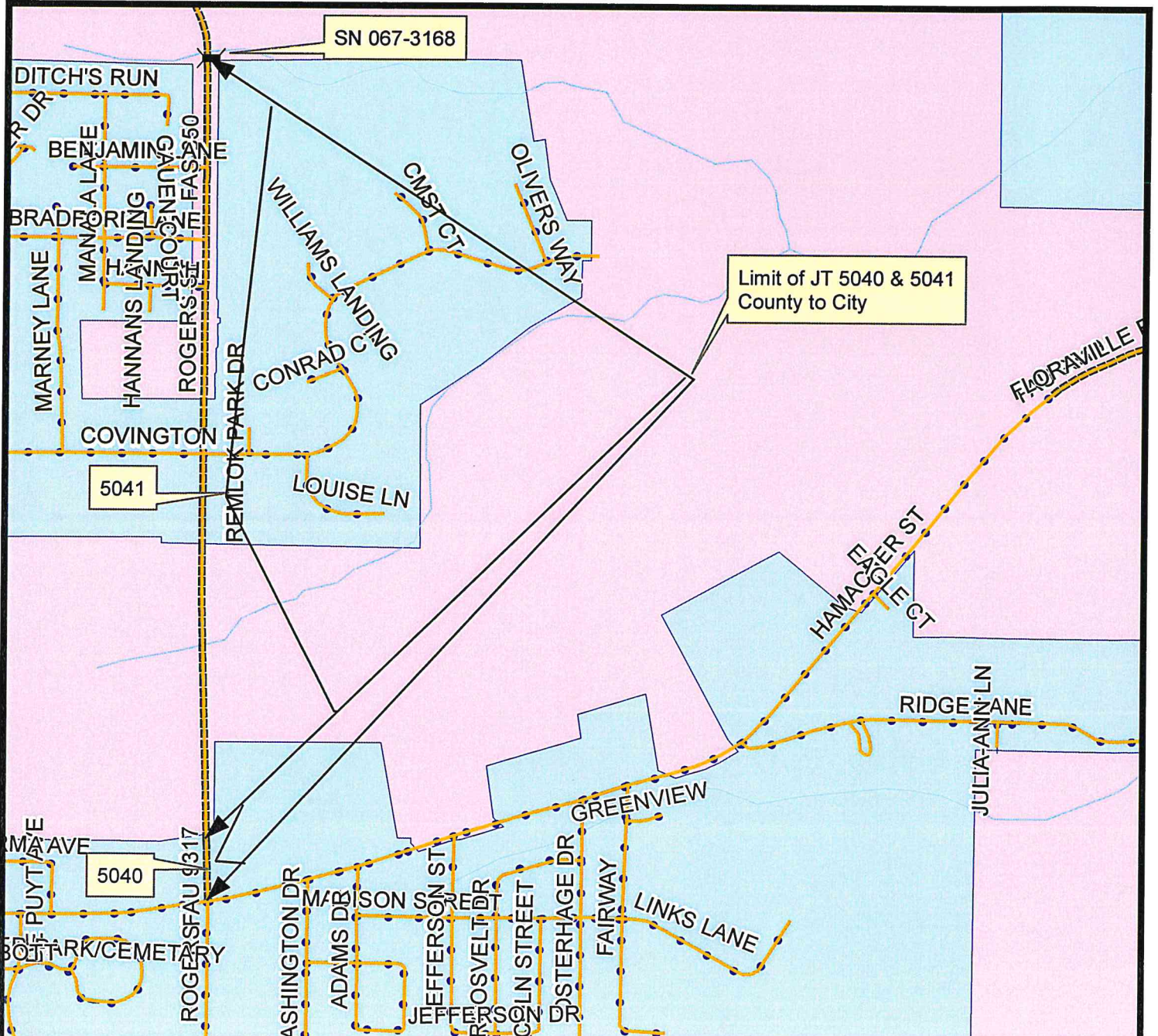
Monroe County



MONROE COUNTY TO
CITY OF WATERLOO
ROGERS STREET
067 99317 00000 &
067 30850 00000



From north edge of pavement of Hamacher Street
northerly to municipal corporate limit & from end of
FAU 9317 at corporate city limits northerly to south
butt edge of SN 068-3168, in their entireties.



RESOLUTION NO. 21- 111

October 22, 2021

PROVIDING FOR JURISDICTIONAL TRANSFER OF A PORTION OF ROGERS STREET (C.H. 2) TO THE CITY OF WATERLOO

WHEREAS, The County of Monroe and The City of Waterloo wish to enter into an agreement for transfer of jurisdiction of the following portion of Rogers Street (C.H. 2) to the City's municipal street system:

Beginning at the North edge of pavement of Hamacher Street at Rogers Street, in The City of Waterloo, thence North along the centerline of Rogers Street, approximately 1.0 mile, to the Waterloo City Limits, also being the South abutment of NBIS Structure No. 067-3168. Section 18 & 19, Township 2 South, Range 9 West of the 3rd p.m., Monroe County, Illinois there ending.

NOW, THEREFORE, BE IT RESOLVED, that the above location, with the approval of The Illinois Department of Transportation, be deleted from the highway system of The County of Monroe; and

BE IT FURTHER RESOLVED, that the County Board Chairman is authorized to sign the Jurisdictional Transfer Agreement between the County and the City of Waterloo covering said transfer; and

BE IT FURTHER RESOLVED, that Rogers Street, as described in the Transfer, shall remain as County Highway 2 Extension; and


BE IT FURTHER RESOLVED, that NBIS Structure No. 067-3168 will be maintained by the County and the Bike Trail Bridge will be maintained by the City. Inspection of both will be by the County. Replacement or major rehab of either shall be a joint venture by separate agreement.

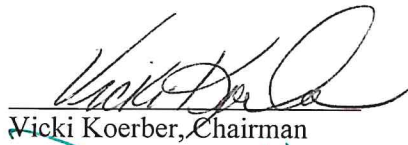
Passed by the Board of County Commissioners of Monroe County, Illinois at Waterloo, this 22nd day of October, 2021.

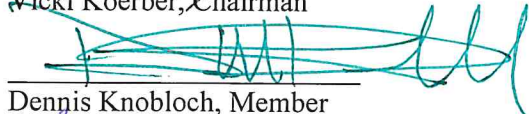
Motion: Knobloch
Aye: 3
Absent: none

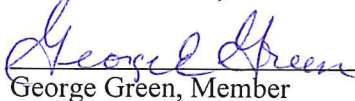
Second: Green
Nay: 0

BOARD OF COMMISSIONERS


Jonathan McLean, County Clerk


Wicki Koerber, Chairman

~~~~
Dennis Knobloch, Member


George Green, Member

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 21-25 Approving a Gas Sales
Agreement between Symmetry Energy Solutions, LLC, and the City of Waterloo,
IL.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-10-21

Submitted by:
Tim Birk, Director of Public Works

DISPOSITION

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

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

_____ Matter referred to _____



Mayor

RESOLUTION NO. 21-25

A RESOLUTION AUTHORIZING THE EXECUTION OF A GAS SALES AGREEMENT BETWEEN SYMMETRY ENERGY SOLUTIONS, LLC AND THE CITY OF WATERLOO, IL.

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign a Gas Sales Agreement between Symmetry Energy Solutions, LLC the City of Waterloo, Illinois.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo, IL does hereby direct and authorize the Mayor to execute said Gas Sales Agreement between Symmetry Energy Solutions, LLC and the City of Waterloo, IL.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, IL this 15th day of November, 2021.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Mechelle Childers, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____



GAS SALES AGREEMENT

This Gas Sales Agreement (this "**Agreement**") is entered into as of **November 1, 2021** (the "**Effective Date**") between **Symmetry Energy Solutions, LLC**, a Delaware limited liability company ("**Seller**"), and the "**Buyer**" identified below for the sale and purchase of natural gas. Seller or Buyer may hereinafter be referred to individually as a "**Party**" and together as the "**Parties.**"

Legal name of Buyer: **City of Waterloo, Illinois**

1. **Notices.** All notices, requests, claims, demands, Transaction Confirmations (as defined below) and other communications under this Agreement ("**Notices**") must be in writing and, unless the method of delivery is expressly stated otherwise in this Agreement, may be sent via U.S. mail, private courier service, fax machine, or email to the applicable address listed below; however, a Party may at any time designate a different address in a Notice to the other party. A Notice will be considered effective on the date sent if sent via fax machine or email on a Business Day before 5:00 p.m. in the receiving Party's time zone (otherwise, on the next Business Day), and on the 2nd Business Day after the date sent if sent via U.S. mail or courier. "**Business Day**" means any day except Saturday, Sunday or Federal Reserve Bank holidays.

<u>Buyer's Address:</u>		<u>Buyer's Address for Invoices:</u>	
<u>Contact:</u>		<u>Contact:</u>	
<u>Address:</u>	100 W Fourth Street	<u>Address:</u>	100 W Fourth Street
<u>City/State/Zip:</u>	Waterloo, IL 62288	<u>City/State/Zip:</u>	Waterloo, IL 62288
<u>Phone:</u>		<u>Phone:</u>	
<u>Fax:</u>		<u>Fax:</u>	
<u>Email:</u>	Pfeldmeier@waterloo.il.us	<u>Email:</u>	Pfeldmeier@waterloo.il.us
<u>Seller's Address:</u>		<u>Other Information for Buyer:</u>	
<u>Contact:</u>	Contract Administration	<u>Tax ID #:</u>	US Federal: _____
<u>Address:</u>	9800 Katy Freeway, Suite 1400		Other: _____
<u>City/State/Zip:</u>	Houston, TX 77024	<u>Jurisdiction of</u>	
<u>Phone:</u>	(800) 495-9880	<u>Organization:</u>	_____
<u>Fax:</u>	(800) 501-7012	<u>Company</u>	___ Corporation ___ LLC
<u>Email:</u>	Confirms@SymmetryEnergy.com	<u>Type:</u>	___ Ltd Partnership ___ Partnership
			___ LLP ___ Other: ___
			___ Governmental Authority

2. **Agreement Scope.** This Agreement governs all transactions entered into on or after the Effective Date for the purchase by Buyer of natural gas from Seller (each, a "**Transaction**").

3. **Transaction Confirmations.** Before a Transaction becomes binding, Seller shall send a written confirmation of its terms (a "**Transaction Confirmation**") to Buyer via email as soon as practical after the parties reach agreement on such terms. A Transaction shall become binding (i) automatically at 5:00 p.m., Central Standard Time, on the 2nd Business Day following the day the Transaction Confirmation is sent to Buyer (the "**Confirm Deadline**") unless a Party cancels the Transaction or disputes or revokes the Transaction Confirmation in a Notice to the other Party delivered via email prior to the Confirm Deadline, or (ii) on the effective date of Buyer's execution and delivery of Seller's Transaction Confirmation without modification to Seller, whichever occurs first. A Transaction Confirmation represents the Parties' final agreement regarding the specific terms of the Transaction and supersedes any prior oral or written agreements, understandings or promises relating to the Transaction. In the event of a conflict between the terms of this Agreement and the terms of a Transaction Confirmation, the latter shall control for that Transaction. Any amendments to a Transaction Confirmation after the Confirm Deadline must be in writing and signed by both parties.

4. **Transaction Terms.** Each Transaction Confirmation will be labeled with one of the following Transaction designations, based on the Volume Commitment and Contract Price for the Transaction: "Fixed Price," "Volumetric Index Price," "Index Price," or "Market Rate" ("**Transaction Type**"), and will specify, at a minimum, Buyer's facility or account that is the subject

of the Transaction (the "**Facility**"), the natural gas commodity price (the "**Contract Price**") and any other fees and charges applicable to the Transaction ("**Additional Charges**"), the primary term of the Transaction (the "**Initial Period**") and whether any automatic term renewals apply (each, a "**Renewal Period**" and, together with the Initial Period, the "**Delivery Period**"), the point where Seller will deliver the natural gas to be furnished under the Transaction (the "**Delivery Point**"), the natural gas volumes Seller is obligated to deliver and Buyer is obligated to receive under the Transaction at the Delivery Point (the "**Volume Commitment**"), and whether such deliveries and receipts will be Firm or Interruptible as defined in Section 8 (the "**Performance Obligation**"). If a Transaction Confirmation does not specify that a Renewal Period applies, but Seller continues to deliver and Buyer continues to receive natural gas after the expiration of the Initial Period specified therein, then the Transaction will be deemed to automatically continue for month-to-month Renewal Periods under the terms of the Transaction Confirmation until terminated by either Party on 30 days' Notice, except where the Contract Price during the Initial Period is a fixed price, in which case the Contract Price for natural gas delivered during each such Renewal Period will be the then-current monthly spot price for natural gas in the geographic area where the applicable Delivery Point is located, as determined by Seller in a commercially reasonable manner.

If a Transaction Confirmation specifies (i) a Fixed Price as the Contract Price for Buyer's entire Volume Commitment and (ii) the Volume Commitment is defined as or equal to 100% of Buyer's natural gas requirements at the specified Delivery Point (a "**Fixed Price Full Requirements Transaction**" or "**FPFR Transaction**"), then the provisions of this paragraph will apply. Specifically, in connection with an FPFR Transaction, Buyer acknowledges and understands that Seller is relying and has relied upon Buyer's historical natural gas consumption at the applicable Delivery Point for purposes of determining the pricing of the products and services to serve Buyer's natural gas requirements for the Delivery Period of the FPFR Transaction. Accordingly, in the event of any material variance (hereby defined as plus/minus 20% or greater) between Buyer's actual natural gas consumption and historical natural gas consumption at the applicable Delivery Point results in variance charges, penalties or damages, then such will be passed through to Buyer by Seller.

If a Transaction Confirmation specifies that a Renewal Period applies and the Parties agree to a Fixed Price with respect to all or part of the Volume Commitment for any month(s) occurring after the Initial Period or Renewal Period, as applicable, then in effect, then the term of the Transaction Confirmation will be deemed to have been extended through and including the last calendar month of the last Renewal Period in which all or part of the Volume Commitment for any month occurring during such Renewal Period is subject to a Fixed Price.

The Parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either Party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas under an affected Transaction, such Party will use commercially reasonable efforts to notify the other Party by telephone or electronic mail of such event in a timely manner. Each Party will take all actions required to comply with and within the time prescribed by the operational flow order, and any penalties assessed by a Transporter will be borne by the Party who failed to comply. Both Parties agree that an operational flow order may require one or both Parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities will be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation. A "**Transporter**" is a natural gas gathering or pipeline company, or local distribution company, transporting natural gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point specified in a Transaction Confirmation.

5. Invoicing and Payment. Seller will invoice Buyer on a monthly basis for all Transactions in effect during the invoice period based on the Contract Price, Volume Commitment and Additional Charges, if any, set forth in the respective Transaction Confirmations. Buyer will pay Seller the full invoice amount in accordance with the payment instructions set forth on the invoice within 10 days of the invoice date (the "**Payment Due Date**"); provided, however, that if the Payment Due Date falls on a non-Business Day, the Payment Due Date shall be the following Business Day. If Buyer, in good faith, disputes the invoice amount, Buyer will pay the undisputed amount of the invoice and provide documentation to support the disputed amount. If Buyer fails to pay any undisputed invoiced amounts or provide documentation to support any disputed invoiced amounts by the Payment Due Date, Seller may charge and collect from Buyer a late fee equal to the lesser of 1½% of the outstanding balance per month (compounded monthly) or the maximum interest rate allowed by law. Buyer will pay Seller for all costs and expenses incurred by Seller (including reasonable attorney fees) to collect any past due invoiced amounts. Buyer will be responsible for and pay all taxes and fees assessed by governmental entities on the sale of natural gas hereunder (including any gross receipts taxes and franchise fees). If Buyer is entitled to a tax exemption, it is Buyer's responsibility to provide Seller with any necessary documentation of such. All invoices and associated payments are final unless either Party disputes the accuracy of such invoice(s) or payment(s) in writing, with adequate documentation, within 2 years after the invoice date (or later if applicable Transporter tariff provisions allow).

6. Measurement. The natural gas quantities used for invoicing purposes will be the natural gas quantities as measured during the invoice period by the applicable Transporter operating the natural gas metering equipment at the Delivery Point or Facility, as reported by the Transporter to Seller (the "**Measured Volumes**"). Either Party may contest those measurements, but the Transporter's ultimate determination will be final and binding. In the event the Transporter is unable to provide Seller with the Measured Volumes before Seller's invoice date, the natural gas quantities used for that invoice period will be estimated by Seller, and such estimated quantities will then be adjusted to the Measured Volumes on Seller's next invoice after the Measured Volumes are reported by the Transporter. For any invoice period during which natural gas is delivered from Seller to Buyer under separate Transactions to the same Delivery Point or Facility, Seller will apply the Measured Volumes for invoicing purposes by the type of Contract Price, as applicable, in the following order: (i) Fixed Price, (ii) Volumetric Index Price, (iii) Index Price, and then (iv) Market Rate Transaction, and all in ascending date order.

7. Credit Terms. Buyer must meet Seller's creditworthiness standards at all times. Buyer will provide to Seller, as Seller may request from time to time, sufficient information to enable Seller to determine Buyer's creditworthiness, including, but not limited to, financial statements and trade references. If Buyer does not meet Seller's creditworthiness standards, Seller may require that Buyer provide sufficient credit support for Buyer's payment obligations under this Agreement, in the form and amount, and for a term, reasonably acceptable to Seller. Buyer authorizes Seller to obtain Buyer's usage data and credit history from any Transporter serving Buyer's Facilities and appoints Seller as its agent solely for the purpose of obtaining such usage data and credit history, to the extent such agency authority is necessary. Each Party agrees that this clause supersedes and replaces in their entirety any requirements of law relating to adequate assurance of future performance, including without limitation Article 2 of the Uniform Commercial Code.

8. Performance Breach. As used in this Agreement, "**Firm**" means that either party may interrupt its performance without liability only to the extent that such performance is excused by a Force Majeure Event (as defined below), and "**Interruptible**" means that either party may interrupt its performance at any time for any reason without liability. Except as provided in Section 9 of this Agreement, and unless a different remedy for breach of a Firm obligation is specified in a Transaction Confirmation, the sole and exclusive remedy of the Parties in the event of a breach of a Firm obligation to deliver or receive natural gas not excused by a Force Majeure Event is, in addition to the payment or reimbursement of any Transporter imbalance charges or penalties caused by such breach, as follows: (a) in the event of a breach by Seller on any day, Seller shall pay Buyer an amount (that amount, "**Seller's Breach Payment**") equal to the difference between the Volume Commitment for that day and the actual quantity delivered by Seller to the Delivery Point during that day, multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the spot price for natural gas for that day in the geographic area where the applicable Delivery Point is located, as determined by Seller in a commercially reasonable manner (the "**Daily Spot Price**"); and (b) in the event of a breach by Buyer on any day, Buyer will pay Seller an amount (that amount, "**Buyer's Breach Payment**") equal to the difference between the Volume Commitment for that day and the actual quantity received by Buyer at the Delivery Point during that day, multiplied by the positive difference, if any, obtained by subtracting the Daily Spot Price from the Contract Price. Seller will apply a credit in the amount of Seller's Breach Payment, if any, and a charge in the amount of Buyer's Breach Payment, if any, in the invoice(s) covering the day(s) of the breach.

9. Early Termination. (a) Either party may (i) terminate a Transaction if the other party fails to perform a Firm obligation to make or take delivery of natural gas pursuant to the terms thereof for a period of more than 30 consecutive days regardless of whether such failure is otherwise excused by a Force Majeure Event, or if the Facility that is the subject of the Transaction is served by a Transporter and becomes ineligible for transportation service by such Transporter regardless of whether such ineligibility is otherwise excused by a Force Majeure Event, and (ii) terminate this Agreement and all Transactions then in effect if the other Party or its guarantor files or has filed against it a petition for relief under the United States Bankruptcy Code or similar state law for the protection of creditors, or otherwise becomes bankrupt or insolvent, has a receiver or similar official appointed with respect to it or substantially all of its assets, makes an assignment or any general arrangement for the benefit of creditors, or is unable to pay its debts as they fall due. For the sake of clarity, termination due to a Force Majeure Event will not be considered a default pursuant to this Agreement, and, if termination is based exclusively upon a Force Majeure Event, the Parties agree that the "liquidated damages" as applicable to such a termination as described in Section 13 of this Agreement will be the sole obligation owed as between the parties arising from such termination.

(b) In addition, Seller may terminate this Agreement and all Transactions then in effect if Buyer or its guarantor (i) fails to pay any invoice amount not subject to a good faith dispute on or before 15 days following the invoice's Payment Due Date; (ii) fails to provide credit support in accordance with Seller's request under Section 7 hereof on or before the end of the 2nd Business Day following such request; or (iii) fails to perform any obligation owed to Seller with respect to any credit support provided under Section 7 hereof.

(c) The Party having the right to terminate under this Section (the "**Non-Defaulting Party**") will give Notice of termination to the other Party (the "**Defaulting Party**"), and such termination will be effective upon the effective date of the Notice, unless a later termination date is designated in the Notice, in which case the termination will be effective upon such later termination date (the "**Early Termination Date**"), which later date must be no later than 20 days after the effective date of the termination Notice; provided, however, that to the extent the right to terminate under this Section has accrued and is continuing, the Non-Defaulting Party may also immediately suspend all delivery and payment obligations owed under the Terminated Transactions (as defined below).

(d) Notwithstanding anything in this Agreement, a Transaction will not be interpreted or applied in such a manner so as to circumvent or otherwise render inapplicable anything in this Section 9 and any obligations resulting therefrom.

10. Early Termination Damages. (a) If one or more Transactions are terminated pursuant to Section 9 of this Agreement (the "**Terminated Transactions**"), the Non-Defaulting Party will, as soon as reasonably practicable after the Early Termination Date, liquidate and accelerate the outstanding Volume Commitments under each Terminated Transaction (the sum thereof, the "**Outstanding Volumes**") as of the Early Termination Date at the market price for similar transactions at the affected Delivery Point(s) (the "**Market Price**"), as determined by the Non-Defaulting Party in a commercially reasonable manner. If the product of the Outstanding Volumes times the Market Price (that product, the "**Market Value**") is greater than the product of the Outstanding Volumes times the Contract Price (that product, the "**Contract Value**"), then the positive difference between them, as discounted by the Non-Defaulting Party to present value in a commercially reasonable manner as of the Early Termination Date, (the "**Liquidated Damages**") will be owed to Buyer, and if the Contract Value is greater than the Market Value, then the Liquidated Damages will be owed to Seller.

(b) The Non-Defaulting Party will, as soon as reasonably practicable after determining the Liquidated Damages amount, (i) net or aggregate, as appropriate, the Liquidated Damages amount against or with (A) all outstanding payment obligations

owed between the Parties under the Terminated Transaction(s) as of the Early Termination Date (including any Buyer's or Seller's Breach Payment) for which payment has not been paid, (B) any and all costs and penalties imposed by a Transporter or other third party on the Non-Defaulting Party as a result of the early termination, (C) any brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by the Non-Defaulting Party either in terminating any arrangements undertaken to hedge its obligations under the Terminated Transactions or in entering into new arrangements to replace the Terminated Transactions, (D) any and all costs and expenses incurred by the Non-Defaulting Party (including reasonable attorney fees) to collect any amounts due hereunder, and (E) reasonable attorneys' fees and court costs, if any, incurred by the Non-Defaulting Party in connection with enforcing its rights with respect to the Terminated Transactions, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other (the "**Net Settlement Amount**") and (ii) notify the Defaulting Party thereof. The party owing the Net Settlement Amount shall pay it in full within 15 days after the date of that Notice. Interest on any unpaid portion of the Net Settlement Amount will accrue from the date due until the date of payment at the rate set forth in Section 5 of this Agreement.

11. **Risk of Loss, Indemnification and Disclaimer of Implied Warranties.** For each Transaction, title to and risk of loss for the natural gas will pass to Buyer at the Delivery Point. Seller shall indemnify Buyer and save it harmless from all losses, liabilities, damages and demands including reasonable attorneys' fees and costs of court ("**Losses**") arising from or out of claims of personal injury, including any wrongful death action, or property damage from said natural gas ("**Claims**") that attach before title to said natural gas passes to Buyer, and Buyer will indemnify Seller and save it harmless from all Losses arising from or out of Claims that attach after title to said natural gas passes to Buyer. If Buyer is a governmental entity, these indemnity obligations will only apply to the extent permitted by applicable law. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THE IMMEDIATELY PRIOR SENTENCE, SELLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, WHETHER STATUTORY OR COMMON LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **Assignment.** Neither party may assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, except that either party may assign this Agreement after Notice to the other party, provided that: (a) in the case of an assignment by Seller, such assignment is (i) to an Affiliate or a successor resulting from a merger or the acquisition of substantially all of Seller's assets or (ii) an assignment, transfer, encumbrance or pledge of this Agreement, or the accounts, revenues or proceeds hereof, in connection with any financing or other financial arrangements; and (b) in the case of an assignment by Buyer, (i) such assignment is to an Affiliate or a successor resulting from a merger or the acquisition of substantially all of Buyer's assets and (ii) such Affiliate or successor meets Seller's creditworthiness standards as determined by Seller prior to any such assignment taking effect. In no event may either Party sever a Transaction, or any portion of its rights or obligations to receive or deliver natural gas under a Transaction, from this Agreement and transfer such Transaction or such rights or obligations separately from the remainder of the Transaction or this Agreement without the express written consent of the other Party. Notwithstanding any assignment hereunder, the assigning party shall be liable for all obligations incurred or arising under this Agreement prior to the effective date of an assignment otherwise permitted under this Section 12 (the "effective date" of an assignment shall be the date on which the assignee expressly agrees to accept and assume this Agreement and all corresponding obligations from the assigning party). As of and after the effective date of such permitted assignment, the assignee shall become liable for all obligations arising hereunder to the same degree and to the same extent as if the assignee was the original party to this Agreement, the assigning party shall be released from any further obligations hereunder, and the assignee shall become known as "the Buyer" or "the Seller", as appropriate, under this Agreement from said effective date. For the sake of clarity, the assigning party will remain liable for all obligations incurred hereunder prior to the effective date of any assignment. Any attempted assignment in violation of this Section will be null and void and without effect. This Agreement will be binding on the parties' respective permitted successors and assigns. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with, the assigning party.

13. **Force Majeure.** To the extent either Party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligations under a Transaction and such party (the "**Claiming Party**") gives Notice and details of the Force Majeure Event to the other Party as soon as practicable, then the Claiming Party will be excused from the performance of its obligations with respect to such Transaction (other than the obligation to make payments that are otherwise due and payable under this Agreement). The Claiming Party will use commercially reasonable efforts to remedy its inability to perform as a result of the Force Majeure Event. "**Force Majeure Event**" means an event or circumstance which prevents one Party from performing its obligations under a Transaction, which event or circumstance is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of reasonable diligence, the Claiming Party is unable to overcome. Force Majeure Events include, but are not limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption, termination and/or curtailment of Firm transportation and/or storage by Transporters (including but not limited to operational flow orders, pipeline capacity allocations, unscheduled maintenance, pipeline interconnect issues or other similar problems); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation (including but not limited to a tariff regulation in a Transporter's tariff). Unless otherwise specified in a Transaction, the term "Firm" in the preceding sentence means Seller's utilization of firm service agreement(s) with Transporter(s) under which the Delivery Point(s) is not a specified primary point for the delivery of natural gas.

Notwithstanding the provisions of the preceding paragraph, in the event: (i) a Transaction has a Performance Obligation that is Firm; (ii) as a result of a Force Majeure Event Seller is unable to sell and deliver, or Buyer is unable to purchase and receive, the Volume Commitment; (iii) the Delivery Period is at least one month; and (iv) the Contract Price is a Fixed Price, then

- a. If the FOM Price (as hereinafter defined) is above the Fixed Price, Seller will pay Buyer an amount equal to the product of (1) the portion of the Volume Commitment that could not be delivered or received and (2) the difference between the FOM Price and the Fixed Price; or
- b. If the FOM Price is below the Fixed Price, Buyer will pay Seller an amount equal to the product of (1) the portion of the Volume Commitment that could not be delivered or received and the difference between the Fixed Price and the FOM Price.

The "FOM Price" means the last day settle price of the New York Mercantile Exchange natural gas futures contract for the month in which the Force Majeure Event occurs. The process described in the last two sentences of Section 10(b) of this Agreement will govern the payment of any obligations incurred under this Section 13.

14. Limitation of Liability. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, A PARTY'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

15. Forward Contract. The Parties agree that each Transaction constitutes a "forward contract," that Seller and Buyer are each "forward contract merchants" and that this Agreement constitutes a "master netting agreement," in each case within the meaning of the United States Bankruptcy Code.

16. Dodd-Frank Transaction Classification. Each Party represents as of each time it enters into a Transaction that the Transaction qualifies for either (a) the forward contract exclusion as set forth under Section 1a(47)(B)(ii) of the Commodity Exchange Act or (b) the trade option exemption as set forth under 17 C.F.R. Section 32.3(a). Each Party will promptly give Notice to the other Party if the foregoing representation becomes incorrect or misleading. If a Transaction is subject to any governmental reporting requirements, including but not limited to any reporting requirements of the Commodity Futures Trading Commission enacted under Title 7 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**"), each Party will provide the other Party any information reasonably requested by such other Party to enable it to comply with those requirements.

17. Buyer Representations. Buyer represents and warrants to Seller, as of the Effective Date and the date of each Transaction Confirmation, that it (a) is acting for its own account; (b) has made its own independent decision to enter into this Agreement and each Transaction and as to whether this Agreement and each such Transaction is appropriate or proper for it based upon its own judgment; (c) is not relying upon the advice or recommendations of Seller in so doing; (d) is capable of assessing the merits of and understands and accepts, the terms, conditions and risks of this Agreement and each Transaction; (e) understands that information and explanations of the terms and conditions of each such Transaction will not be considered investment or trading advice or a recommendation to enter into that Transaction; (f) understands that no communication (written or oral) received from Seller will be deemed to be an assurance or guarantee as to the expected results of that Transaction; (g) this Agreement and each Transaction Confirmation has been executed by its duly authorized representative; and (h) understands that Seller is not acting as a fiduciary for or an advisor to it in respect to that Transaction.

18. Market Disruption. If a Market Disruption Event (as hereinafter defined) has occurred then either Party may give notice thereof to the other Party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such notice, the Parties will negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the Affected Period. An "**Affected Period**" is any part of the Delivery Period under a Transaction affected by the Market Disruption Event. If the Parties have not agreed on or before the tenth Business Day following the date of the notice of the occurrence of the Market Disruption Event, then the replacement price for the Floating Price will be determined within the next two following Business Days with each Party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of natural gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes, rounded to the third decimal place. If either Party fails to provide two quotes, then the average of the other Party's two quotes will determine the replacement price for the Floating Price. "**Floating Price**" means the price or a factor of the price, based on a specified index, agreed to in a transaction as the Contract Price. "**Market Disruption Event**" means, relating to an index specified in a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than a

Force Majeure Event, which causes the Floating Price to no longer be reflective of the market price of natural gas for the relevant market in the geographic area in which the Delivery Point is located.

19. Miscellaneous. This Agreement and its terms are considered confidential by each Party hereto and may not be disclosed to third parties except to the extent disclosure is necessary for its implementation or otherwise required by law, and except to such Party's or its Affiliate's employees, auditors, lawyers or other agents or advisors or prospective lenders, investors or purchasers of all or substantially all of such Party's assets or any of its rights under this Agreement, provided such persons are required to keep the information that is disclosed in confidence. No waiver or forbearance of any provision of this Agreement will be held to be a waiver or forbearance or require a waiver or forbearance in the future. Any portion of this Agreement which may be deemed to be unenforceable or illegal will not affect the enforceability or legality of its remaining terms and conditions. This Agreement will not be construed as creating any third-party beneficiaries hereof. The interpretation and performance of this Agreement will be governed by the laws of the State of Texas. Any action to enforce this Agreement or the rights of a Party hereunder may be brought in a court of law having jurisdiction located in Harris County, Texas. Any and all amounts payable by either Party under this Agreement will be in U.S. dollars.

20. Entire Agreement, Amendment and Construction. This Agreement constitutes the entire agreement between Buyer and Seller regarding the subject matter herein, superseding any and all prior written or oral agreements and promises. This Agreement, all Transaction Confirmations and any designated credit support agreement or arrangement between the Parties (including any amendments to any of the foregoing) will be construed as a single integrated agreement. This Agreement cannot be amended except by written instrument signed by both parties.

21. Agreement Termination. This Agreement may be terminated by either Party at any time after the Effective Date upon 30 days' Notice to the other Party if no Transactions are in effect. This Agreement will automatically terminate upon the later of 2 years after the Effective Date if no Transactions are in effect at that time, or the last termination date of all such Transactions. Sections 5, 10, 11, 14 and 19 will survive any termination of this Agreement and continue in effect until the rights and obligations therein have been satisfied. It is further agreed that this Agreement, and/or any Transaction(s) then in effect, may be terminated by either party if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate the terms hereof and/or those of an affected Transaction.

IN WITNESS WHEREOF the parties have executed this Agreement with effect from the date specified on the first page of hereof.

Seller: Symmetry Energy Solutions, LLC

Buyer: City of Waterloo, Illinois

By: Brian Harrison

By: _____

Print Name: Brian Harrison

Name: _____

Title: Vice President

Title: _____

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 21-26 Approving the Signing of Four
(4) Physical Transaction of Confirmations for Immediate Delivery between
Symmetry Energy Solutions, LLC and the City of Waterloo, IL from the East Line
Pool, the West Line Pool, the Mainline Market Pool and the Mainline Field Pool.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-10-21

Submitted by: _____
Tim Birk, Director of Public Works

DISPOSITION

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



Mayor

RESOLUTION NO. 21-26

A RESOLUTION AUTHORIZING THE EXECUTION OF A FOUR (4) PHYSICAL TRANSACTION OF CONFIRMATIONS FOR IMMEDIATE DELIVERY BETWEEN SYMMETRY ENERGY SOLUTIONS, LLC AND THE CITY OF WATERLOO, IL FROM THE EAST LINE POOL, THE WEST LINE POOL, THE MAINLINE MARKET POOL AND THE MAINLINE FIELD POOL.

WHEREAS, it is in the best interest of the City of Waterloo, IL, to sign Four (4) Physical Transaction of Confirmations for Immediate Delivery between Symmetry Energy Solutions, LLC and the City of Waterloo, Illinois from the East Line Pool, the West Line Pool, the Mainline Market Pool and the Mainline Field Pool.

NOW, THEREFORE, BE IT RESOLVED, by the City Council and the Mayor that the City of Waterloo, IL does hereby direct and authorize the Mayor to execute said Four (4) Physical Transaction of Confirmations for Immediate Delivery between Symmetry Energy Solutions, LLC and the City of Waterloo, IL.

PASSED by the City Council and approved by the Mayor of the City of Waterloo, IL this 15th day of November, 2021.

APPROVED:

Thomas G. Smith, Mayor

ATTESTED:

Mechelle Childers, City Clerk

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____



This Transaction Confirmation ("Transaction") is subject to the Base Contract between Seller and Buyer dated 11/01/2021. The terms of this Transaction are binding unless disputed within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

SELLER: Symmetry Energy Solutions, LLC 13205 Manchester Rd. Ste 200 Des Peres, MO 63131 Contact: Blake Bastien Phone: (314) 984-6893 Fax: (888) 501-7012 E-mail: blake.bastien@symmetryenergy.com	BUYER: City of Waterloo, Illinois 100 W Fourth Street Waterloo, IL 62288	
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PERFORMANCE OBLIGATION: Firm

Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD		Index	
				Volume	UOM	Fixed Price	Index Price	Index Pct%	Prem / (Disc)
12/01/21 - 12/31/21	East Line Pool	MRT		300	MMBTU / Day	NGI	Chicago City-Gates	100.00	0.2000
01/01/22 - 01/31/22	East Line Pool	MRT		400	MMBTU / Day	NGI	Chicago City-Gates	100.00	0.2000
02/01/22 - 02/28/22	East Line Pool	MRT		260	MMBTU / Day	NGI	Chicago City-Gates	100.00	0.2000

FEE DETAILS

Start / End Date	Pay / Rec	Pay Frequency	Fee Description	Fee - USD	Calc Type
12/01/21 - 02/28/22	Rec	Monthly	Transport Demand	0.3200	Volumetric

SPECIAL CONDITIONS

In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

The parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas under an affected Transaction, such party will use commercially reasonable efforts to notify the other party by telephone or electronic mail of such event in a timely manner. Each party will take all actions required to comply with and within the time prescribed by the operational flow order, and any penalties assessed by a Transporter will be borne by the party who failed to comply. Both parties agree that an operational flow order may require one or both parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities will be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation.

If a Market Disruption Event has occurred then either party may give notice thereof to the other party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such notice, the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the Affected Period. An "Affected Period" is any part of the Delivery Period under a transaction affected by the Market Disruption Event. If the parties have not agreed on or before the tenth Business Day following the date of the notice of the occurrence of the Market Disruption Event, then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes, rounded to the third decimal place. If either party fails to provide two quotes, then the average of the other party's two quotes shall determine

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.



the replacement price. "Floating Price" means the price or a factor of the price, based on a specified index, agreed to in a transaction as the Contract Price. "Market Disruption Event" means, relating to an index specified in a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than an event of Force Majeure, which causes the Floating Price to no longer be reflective of the market price of gas for the relevant market in the geographic area in which the Delivery Point is located.

During the Delivery Period of this Transaction, but subject to the performance obligation defined herein, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, 100% of Buyer's Gas requirements at the Delivery Point.

If a fee set forth herein under "Fee Details" is expressed as anything other than a stated monetary value, that means the specific fee is calculated based on delivery quantity and/or price tiers, utilizing a formula or other calculation methodology that cannot be readily stated as a fixed or per unit dollar value. Any such fees will be calculated and invoiced as stated dollar values each Month on Seller's invoice to Buyer. Transport L&U and/or Reimbursed Transport fees (if any) shall mean and include applicable Gas retention, delivery and/or other charges assessed by the pipeline or local distribution company delivering the Gas to Buyer's meter, all of which will be charged or passed through to Buyer on Seller's monthly invoice to Buyer.

The Contract Quantity for any Month may be revised to match Buyer's forecasted Gas consumption for such Month at Seller's sole but reasonable discretion. Any revision to the Contract Quantity for a Month must be made by (or on behalf of) Buyer not less than seven (7) Business Days prior to the last Business Day of the Month preceding the Month for which the revision is made. If a revision to a Contract Quantity for any Month is made by or on behalf of Buyer and accepted by Seller as provided in this special condition, the revised quantity shall become the Contract Quantity hereunder for such Month. The Contract Quantity for a Month will be allocated equally to each day thereof based on the number of days in such Month. Quantities subject of a fixed price may not be revised under this special condition.

For each Day of a Month, Seller will nominate quantities of Gas to Enable Mississippi River Transmission ("MRT") for transport by or on behalf of Buyer (herein, "Nominated Quantities"). If Nominated Quantities for such Day are greater than such Day's allocated Contract Quantity, then all such excess quantities will be sold by Seller to Buyer at the Incremental Over Price, per MMBtu. If Nominated Quantities for such Day are less than such Day's allocated Contract Quantity, then the difference between the two quantities will be credited by Seller to Buyer at the Incremental Under Price, per MMBtu.

Incremental Over Price means Gas Daily, Daily, Upper Midwest, Chicago city-gates, Midpoint posting price ("GDD MRT") plus \$0.25 per MMBtu. Incremental Under Price means GDD MRT minus \$0.05 per MMBtu.

In addition to the applicable pricing per MMBtu, charges to Buyer shall also include applicable MRT transport, commodity, fuel and other applicable tariff charges per MMBtu ("Transport Cost").

In addition to the charges set forth herein, Seller will also charge to Buyer a monthly demand charge equal to \$0.32 per the MDQ per Day ("Transport Demand").

During the Delivery Period of this Transaction, the applicable maximum daily quantity ("MDQ") is equal to 583 MMBtu per day. Quantities in excess of Buyer's MDQ will be mutually agreed upon by Buyer and Seller prior to flow and are subject to available transportation and applicable Transporter operating conditions.

For purposes of this Transaction, and notwithstanding anything in the Base Contract to the contrary, the performance obligation hereunder for quantities delivered to Buyer by Seller on any Day during the Delivery Period that are in excess of the MDQ of Buyer's transportation service contract(s) is subject to applicable Transporter operating conditions or tariff provisions affecting Seller's utilization of a Firm transportation service Contract with the Transporter under which the Delivery Point is not a specified primary point.

The parties acknowledge and agree that Seller will not take release of Buyer's MRT transportation capacity and that such capacity will be managed for Buyer as Buyer's agent. Buyer will appoint Seller as agent for Buyer for the purpose of, in addition to providing the nomination, scheduling and other services hereunder to Buyer, the receipt and payment of Buyer's pipeline invoices for pipeline demand charges, if any, associated with Buyer's MRT capacity, and which will be passed through to Buyer on Seller's monthly invoices to Buyer.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an "exempt commodity" (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity Futures Trading Commission in connection with this Transaction.

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.



symmetry
ENERGY SOLUTIONS

PHYSICAL TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Trade Date: 10/11/2021
Confirmation #: 16491528

SELLER: Symmetry Energy Solutions, LLC

BUYER: City of Waterloo, Illinois

Brian Harrison

Vice President

Title: _____

Date: 10/27/2021

Title: _____

Date: _____

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.



This Transaction Confirmation ("Transaction") is subject to the Base Contract between Seller and Buyer dated 11/01/2021. The terms of this Transaction are binding unless disputed within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

SELLER:
Symmetry Energy Solutions, LLC
13205 Manchester Rd.
Ste 200
Des Peres, MO 63131

Contact: Blake Bastien
Phone: (314) 984-6893
Fax: (888) 501-7012
E-mail: blake.bastien@symmetryenergy.com

BUYER:
City of Waterloo, Illinois
100 W Fourth Street
Waterloo, IL 62288

PERFORMANCE OBLIGATION: Firm

Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD		Index Pct%	Index Prem / (Disc)
				Volume	UOM	Fixed Price	Index		
11/01/21 - 11/30/21	West Line Pool	MRT		530	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
12/01/21 - 12/31/21	West Line Pool	MRT		540	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
01/01/22 - 01/31/22	West Line Pool	MRT		530	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
02/01/22 - 02/28/22	West Line Pool	MRT		480	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
03/01/22 - 03/31/22	West Line Pool	MRT		520	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
04/01/22 - 04/30/22	West Line Pool	MRT		470	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
05/01/22 - 05/31/22	West Line Pool	MRT		400	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
06/01/22 - 06/30/22	West Line Pool	MRT		530	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
07/01/22 - 07/31/22	West Line Pool	MRT		540	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
08/01/22 - 08/31/22	West Line Pool	MRT		540	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
09/01/22 - 09/30/22	West Line Pool	MRT		510	MMBTU / Day		NYMEX NYMEX	100.00	0.0600
10/01/22 - 10/31/22	West Line Pool	MRT		540	MMBTU / Day		NYMEX NYMEX	100.00	0.0600

FEE DETAILS

Start / End Date	Pay / Rec	Pay Frequency	Fee Description	Fee - USD	Calc Type
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Demand	0.0600	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Volumetric

SPECIAL CONDITIONS

In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.



The parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas under an affected Transaction, such party will use commercially reasonable efforts to notify the other party by telephone or electronic mail of such event in a timely manner. Each party will take all actions required to comply with and within the time prescribed by the operational flow order, and any penalties assessed by a Transporter will be borne by the party who failed to comply. Both parties agree that an operational flow order may require one or both parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities will be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation.

If a Market Disruption Event has occurred then either party may give notice thereof to the other party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such notice, the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the Affected Period. An "Affected Period" is any part of the Delivery Period under a transaction affected by the Market Disruption Event. If the parties have not agreed on or before the tenth Business Day following the date of the notice of the occurrence of the Market Disruption Event, then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes, rounded to the third decimal place. If either party fails to provide two quotes, then the average of the other party's two quotes shall determine the replacement price. "Floating Price" means the price or a factor of the price, based on a specified index, agreed to in a transaction as the Contract Price. "Market Disruption Event" means, relating to an index specified in a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than an event of Force Majeure, which causes the Floating Price to no longer be reflective of the market price of gas for the relevant market in the geographic area in which the Delivery Point is located.

During the Delivery Period of this Transaction, but subject to the performance obligation defined herein, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, 100% of Buyer's Gas requirements at the Delivery Point.

If a fee set forth herein under "Fee Details" is expressed as anything other than a stated monetary value, that means the specific fee is calculated based on delivery quantity and/or price tiers, utilizing a formula or other calculation methodology that cannot be readily stated as a fixed or per unit dollar value. Any such fees will be calculated and invoiced as stated dollar values each Month on Seller's invoice to Buyer. Transport L&U and/or Reimbursed Transport fees (if any) shall mean and include applicable Gas retention, delivery and/or other charges assessed by the pipeline or local distribution company delivering the Gas to Buyer's meter, all of which will be charged or passed through to Buyer on Seller's monthly invoice to Buyer.

The Contract Quantity for any Month may be revised to match Buyer's forecasted Gas consumption for such Month at Seller's sole but reasonable discretion. Any revision to the Contract Quantity for a Month must be made by (or on behalf of) Buyer not less than seven (7) Business Days prior to the last Business Day of the Month preceding the Month for which the revision is made. If a revision to a Contract Quantity for any Month is made by or on behalf of Buyer and accepted by Seller as provided in this special condition, the revised quantity shall become the Contract Quantity hereunder for such Month. The Contract Quantity for a Month will be allocated equally to each day thereof based on the number of days in such Month. Quantities subject of a fixed price may not be revised under this special condition.

For each Day of a Month, Seller will nominate quantities of Gas to Enable Mississippi River Transmission ("MRT") for transport by or on behalf of Buyer (herein, "Nominated Quantities"). If Nominated Quantities for such Day are greater than such Day's allocated Contract Quantity, then all such excess quantities will be sold by Seller to Buyer at the Incremental Over Price, per MMBtu. If Nominated Quantities for such Day are less than such Day's allocated Contract Quantity, then the difference between the two quantities will be credited by Seller to Buyer at the Incremental Under Price, per MMBtu.

Incremental Over Price means Gas Daily, Daily, Louisiana/Southeast, Henry Hub Midpoint posting price ("GDD MRT") plus \$0.11 per MMBtu. Incremental Under Price means GDD MRT minus \$0.05 per MMBtu.

In addition to the applicable pricing per MMBtu, charges to Buyer shall also include applicable MRT transport, commodity, fuel and other applicable tariff charges per MMBtu ("Transport Cost").

In addition to the charges set forth herein, Seller will also charge to Buyer a monthly demand charge equal to \$0.06 per the MDQ per Day ("Transport Demand").

During the Delivery Period of this Transaction, the applicable maximum daily quantity ("MDQ") is equal to 172 MMBtu. Quantities in excess of Buyer's MDQ will be mutually agreed upon by Buyer and Seller prior to flow and are subject to available transportation and applicable Transporter operating conditions.

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.



For purposes of this Transaction, and notwithstanding anything in the Base Contract to the contrary, the performance obligation hereunder for quantities delivered to Buyer by Seller on any Day during the Delivery Period that are in excess of the MDQ of Buyer's transportation service contract(s) is subject to applicable Transporter operating conditions or tariff provisions affecting Seller's utilization of a Firm transportation service Contract with the Transporter under which the Delivery Point is not a specified primary point.

The parties acknowledge and agree that Seller will not take release of Buyer's MRT transportation capacity and that such capacity will be managed for Buyer as Buyer's agent. Buyer will appoint Seller as agent for Buyer for the purpose of, in addition to providing the nomination, scheduling and other services hereunder to Buyer, the receipt and payment of Buyer's pipeline invoices for pipeline demand charges, if any, associated with Buyer's MRT capacity, and which will be passed through to Buyer on Seller's monthly invoices to Buyer.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an "exempt commodity" (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity Futures Trading Commission in connection with this Transaction.

SELLER: Symmetry Energy Solutions, LLC

BUYER: City of Waterloo, Illinois

Brian Harrison

Vice President

Title: _____

Date: 10/27/2021

Title: _____

Date: _____

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This Transaction Confirmation ("Transaction") is subject to the Base Contract between Seller and Buyer dated 11/01/2021. The terms of this Transaction are binding unless disputed within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

SELLER:
Symmetry Energy Solutions, LLC
13205 Manchester Rd.
Ste 200
Des Peres, MO 63131

Contact: Blake Bastien
Phone: (314) 984-6893
Fax: (888) 501-7012
E-mail: blake.bastien@symmetryenergy.com

BUYER:
City of Waterloo, Illinois
100 W Fourth Street
Waterloo, IL 62288

PERFORMANCE OBLIGATION: Firm

Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD			Index Prem / (Disc)
				Volume	UOM	Fixed Price	Index	Index Price	
12/01/21 - 12/31/21	Mainline Market Pool	MRT		270	MMBTU / Day	IF		Texas Gas Zone 1	100.00 0.1000
01/01/22 - 01/31/22	Mainline Market Pool	MRT		470	MMBTU / Day	IF		Texas Gas Zone 1	100.00 0.1000
02/01/22 - 02/28/22	Mainline Market Pool	MRT		340	MMBTU / Day	IF		Texas Gas Zone 1	100.00 0.1000

FEE DETAILS

Start / End Date	Pay / Rec	Pay Frequency	Fee Description	Fee - USD	Calc Type
12/01/21 - 12/31/21	Rec	Monthly	Transport Demand	0.2300	Volumetric
01/01/22 - 02/28/22	Rec	Monthly	Transport Demand	0.2300	Volumetric

SPECIAL CONDITIONS

In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

The parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas under an affected Transaction, such party will use commercially reasonable efforts to notify the other party by telephone or electronic mail of such event in a timely manner. Each party will take all actions required to comply with and within the time prescribed by the operational flow order, and any penalties assessed by a Transporter will be borne by the party who failed to comply. Both parties agree that an operational flow order may require one or both parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities will be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation.

If a Market Disruption Event has occurred then either party may give notice thereof to the other party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such notice, the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the Affected Period. An "Affected Period" is any part of the Delivery Period under a transaction affected by the Market Disruption Event. If the parties have not agreed on or before the tenth Business Day following the date of the notice of the occurrence of the Market Disruption Event, then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the

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four quotes, rounded to the third decimal place. If either party fails to provide two quotes, then the average of the other party's two quotes shall determine the replacement price. "Floating Price" means the price or a factor of the price, based on a specified index, agreed to in a transaction as the Contract Price. "Market Disruption Event" means, relating to an index specified in a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than an event of Force Majeure, which causes the Floating Price to no longer be reflective of the market price of gas for the relevant market in the geographic area in which the Delivery Point is located.

During the Delivery Period of this Transaction, but subject to the performance obligation defined herein, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, 100% of Buyer's Gas requirements at the Delivery Point.

If a fee set forth herein under "Fee Details" is expressed as anything other than a stated monetary value, that means the specific fee is calculated based on delivery quantity and/or price tiers, utilizing a formula or other calculation methodology that cannot be readily stated as a fixed or per unit dollar value. Any such fees will be calculated and invoiced as stated dollar values each Month on Seller's invoice to Buyer. Transport L&U and/or Reimbursed Transport fees (if any) shall mean and include applicable Gas retention, delivery and/or other charges assessed by the pipeline or local distribution company delivering the Gas to Buyer's meter, all of which will be charged or passed through to Buyer on Seller's monthly invoice to Buyer.

The Contract Quantity for any Month may be revised to match Buyer's forecasted Gas consumption for such Month at Seller's sole but reasonable discretion. Any revision to the Contract Quantity for a Month must be made by (or on behalf of) Buyer not less than seven (7) Business Days prior to the last Business Day of the Month preceding the Month for which the revision is made. If a revision to a Contract Quantity for any Month is made by or on behalf of Buyer and accepted by Seller as provided in this special condition, the revised quantity shall become the Contract Quantity hereunder for such Month. The Contract Quantity for a Month will be allocated equally to each day thereof based on the number of days in such Month. Quantities subject of a fixed price may not be revised under this special condition.

For each Day of a Month, Seller will nominate quantities of Gas to Enable Mississippi River Transmission ("MRT") for transport by or on behalf of Buyer (herein, "Nominated Quantities"). If Nominated Quantities for such Day are greater than such Day's allocated Contract Quantity, then all such excess quantities will be sold by Seller to Buyer at the Incremental Over Price, per MMBtu. If Nominated Quantities for such Day are less than such Day's allocated Contract Quantity, then the difference between the two quantities will be credited by Seller to Buyer at the Incremental Under Price, per MMBtu.

Incremental Over Price means Gas Daily, Daily, Louisiana/Southeast, Tx. Gas Zone 1, Midpoint posting price ("GDD MRT") plus \$0.15 per MMBtu. Incremental Under Price means GDD MRT minus \$0.05 per MMBtu.

In addition to the applicable pricing per MMBtu, charges to Buyer shall also include applicable MRT transport, commodity, fuel and other applicable tariff charges per MMBtu ("Transport Cost").

In addition to the charges set forth herein, Seller will also charge to Buyer a monthly demand charge equal to \$0.23 per the MDQ per Day ("Transport Demand").

During the Delivery Period of this Transaction, the applicable maximum daily quantity ("MDQ") is equal to 594 December and 2,631 January and February. Quantities in excess of Buyer's MDQ will be mutually agreed upon by Buyer and Seller prior to flow and are subject to available transportation and applicable Transporter operating conditions.

For purposes of this Transaction, and notwithstanding anything in the Base Contract to the contrary, the performance obligation hereunder for quantities delivered to Buyer by Seller on any Day during the Delivery Period that are in excess of the MDQ of Buyer's transportation service contract(s) is subject to applicable Transporter operating conditions or tariff provisions affecting Seller's utilization of a Firm transportation service Contract with the Transporter under which the Delivery Point is not a specified primary point.

The parties acknowledge and agree that Seller will not take release of Buyer's MRT transportation capacity and that such capacity will be managed for Buyer as Buyer's agent. Buyer will appoint Seller as agent for Buyer for the purpose of, in addition to providing the nomination, scheduling and other services hereunder to Buyer, the receipt and payment of Buyer's pipeline invoices for pipeline demand charges, if any, associated with Buyer's MRT capacity, and which will be passed through to Buyer on Seller's monthly invoices to Buyer.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an "exempt commodity" (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity Futures Trading Commission in connection with this Transaction.

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symmetry
ENERGY SOLUTIONS

PHYSICAL TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Trade Date: 10/11/2021
Confirmation #: 16491525

SELLER: Symmetry Energy Solutions, LLC

BUYER: City of Waterloo, Illinois

Brian Harrison

Vice President

Title: _____

Date: 10/27/2021

Title: _____

Date: _____

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**PHYSICAL TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY**

Trade Date: 10/11/2021
Confirmation #: 16491522

This Transaction Confirmation ("Transaction") is subject to the Base Contract between Seller and Buyer dated 11/01/2021. The terms of this Transaction are binding unless disputed within 2 Business Days of receipt unless otherwise specified in the Base Contract. If the Base Contract is not fully executed, this Transaction incorporates by reference for all purposes the North American Energy Standards Board, Inc. (NAESB) Base Contract for Sale and Purchase of Natural Gas including Symmetry Energy Solutions, LLC as the Confirming Party, choosing all default elections, with Texas as the Choice of Law.

SELLER:
Symmetry Energy Solutions, LLC
13205 Manchester Rd.
Ste 200
Des Peres, MO 63131

Contact: Blake Bastien
Phone: (314) 984-6893
Fax: (888) 501-7012
E-mail: blake.bastien@symmetryenergy.com

BUYER:
City of Waterloo, Illinois
100 W Fourth Street
Waterloo, IL 62288

PERFORMANCE OBLIGATION: Firm

Delivery Period	Delivery Point	Pipeline	Tier	Contract Quantity:		Contract Price - USD		Index	
				Volume	UOM	Fixed Price	Index Price	Index Pct%	Prem / (Disc)
11/01/21 - 11/30/21	Mainline Field Pool	MRT		230	MMBTU / Day	IF	Enable Gas, East	100.00	0.1500
12/01/21 - 12/31/21	Mainline Field Pool	MRT		200	MMBTU / Day	IF	Enable Gas, East	100.00	0.1500
01/01/22 - 01/31/22	Mainline Field Pool	MRT		230	MMBTU / Day	IF	Enable Gas, East	100.00	0.1500
02/01/22 - 02/28/22	Mainline Field Pool	MRT		170	MMBTU / Day	IF	Enable Gas, East	100.00	0.1500
03/01/22 - 03/31/22	Mainline Field Pool	MRT		180	MMBTU / Day	IF	Enable Gas, East	100.00	0.1500
04/01/22 - 04/30/22	Mainline Field Pool	MRT		90	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
05/01/22 - 05/31/22	Mainline Field Pool	MRT		60	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
06/01/22 - 06/30/22	Mainline Field Pool	MRT		80	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
07/01/22 - 07/31/22	Mainline Field Pool	MRT		100	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
08/01/22 - 08/31/22	Mainline Field Pool	MRT		50	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
09/01/22 - 09/30/22	Mainline Field Pool	MRT		70	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500
10/01/22 - 10/31/22	Mainline Field Pool	MRT		190	MMBTU / Day	IF	Enable Gas, East	100.00	0.0500

FEE DETAILS

Start / End Date	Pay / Rec	Pay Frequency	Fee Description	Fee - USD	Calc Type
11/01/21 - 03/31/22	Rec	Monthly	Transport Demand	0.2000	Volumetric
11/01/21 - 10/31/22	Rec	Monthly	Transport Cost	See Specials	Per Unit

SPECIAL CONDITIONS

In addition to any provisions for early termination set forth in the Base Contract, the Parties agree that either Party may terminate this Transaction if: (i) a Transporter files a tariff change or a court or governmental agency with jurisdiction (including, without limitation, the Federal Energy Regulatory Commission) causes a Transporter to initiate a tariff change in a manner that causes a party to incur additional, unanticipated material capital or operating costs (including, but not limited to, Transporter fixed and/or variable charges or fuel, or in connection with Transporter system operational limitations or restrictions) relating to its performance hereunder; and (ii) the parties are unable, after good faith negotiations, to renegotiate this Transaction.

The parties acknowledge that an operational flow order declared by a Transporter may occur with little to no advance notification. Accordingly, if either party receives notice or becomes aware of an operational flow order requiring action to be taken in connection with the operational flow order or the delivery or consumption of natural gas under an affected Transaction, such party will use commercially reasonable efforts to notify the other party by telephone or electronic mail of such event in a timely manner. Each party will take all actions required to comply with and within the time prescribed by the

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operational flow order, and any penalties assessed by a Transporter will be borne by the party who failed to comply. Both parties agree that an operational flow order may require one or both parties to buy or sell quantities of natural gas in the then current market conditions, which may be appreciably higher or lower than the pricing set forth in an affected Transaction, and any such quantities will be priced according to the then current market conditions and delivered or received on a reasonable best efforts basis, subject to available transportation.

If a Market Disruption Event has occurred then either party may give notice thereof to the other party specifying in reasonable detail the event that has occurred constituting a Market Disruption Event. Upon the giving of such notice, the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the Affected Period. An "Affected Period" is any part of the Delivery Period under a transaction affected by the Market Disruption Event. If the parties have not agreed on or before the tenth Business Day following the date of the notice of the occurrence of the Market Disruption Event, then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of gas for the Affected Period of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes, rounded to the third decimal place. If either party fails to provide two quotes, then the average of the other party's two quotes shall determine the replacement price. "Floating Price" means the price or a factor of the price, based on a specified index, agreed to in a transaction as the Contract Price. "Market Disruption Event" means, relating to an index specified in a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) a market abnormality, anomaly or other occurrence, other than an event of Force Majeure, which causes the Floating Price to no longer be reflective of the market price of gas for the relevant market in the geographic area in which the Delivery Point is located.

During the Delivery Period of this Transaction, but subject to the performance obligation defined herein, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, 100% of Buyer's Gas requirements at the Delivery Point.

If a fee set forth herein under "Fee Details" is expressed as anything other than a stated monetary value, that means the specific fee is calculated based on delivery quantity and/or price tiers, utilizing a formula or other calculation methodology that cannot be readily stated as a fixed or per unit dollar value. Any such fees will be calculated and invoiced as stated dollar values each Month on Seller's invoice to Buyer. Transport L&U and/or Reimbursed Transport fees (if any) shall mean and include applicable Gas retention, delivery and/or other charges assessed by the pipeline or local distribution company delivering the Gas to Buyer's meter, all of which will be charged or passed through to Buyer on Seller's monthly invoice to Buyer.

The Contract Quantity for any Month may be revised to match Buyer's forecasted Gas consumption for such Month at Seller's sole but reasonable discretion. Any revision to the Contract Quantity for a Month must be made by (or on behalf of) Buyer not less than seven (7) Business Days prior to the last Business Day of the Month preceding the Month for which the revision is made. If a revision to a Contract Quantity for any Month is made by or on behalf of Buyer and accepted by Seller as provided in this special condition, the revised quantity shall become the Contract Quantity hereunder for such Month. The Contract Quantity for a Month will be allocated equally to each day thereof based on the number of days in such Month. Quantities subject of a fixed price may not be revised under this special condition.

For each Day of a Month, Seller will nominate quantities of Gas to Enable Mississippi River Transmission ("MRT") for transport by or on behalf of Buyer (herein, "Nominated Quantities"). If Nominated Quantities for such Day are greater than such Day's allocated Contract Quantity, then all such excess quantities will be sold by Seller to Buyer at the Incremental Over Price, per MMBtu. If Nominated Quantities for such Day are less than such Day's allocated Contract Quantity, then the difference between the two quantities will be credited by Seller to Buyer at the Incremental Under Price, per MMBtu.

Incremental Over Price means Gas Daily, Daily, Midcontinent, Enable Gas, East Midpoint posting price ("GDD MRT") plus \$0.20 per MMBtu November through March and GDD MRT plus \$0.08 per MMBtu April through October of the Delivery Period. Incremental Under Price means GDD MRT minus \$0.05 per MMBtu November through March and GDD MRT minus \$0.03 April through October of the Delivery Period.

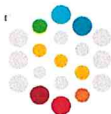
In addition to the applicable pricing per MMBtu, charges to Buyer shall also include applicable MRT transport, commodity, fuel and other applicable tariff charges per MMBtu ("Transport Cost").

In addition to the charges set forth herein, Seller will also charge to Buyer a monthly demand charge equal to \$0.20 per the MDQ per Day for November through March and equal to Enable Gas Transmission (EGT) FTS max tariff rate per the MDQ per Day for April through October of the Delivery Period ("Transport Demand").

During the Delivery Period of this Transaction, the applicable maximum daily quantity ("MDQ") is equal to 258 MMBtu. Quantities in excess of Buyer's MDQ will be mutually agreed upon by Buyer and Seller prior to flow and are subject to available transportation and applicable Transporter operating conditions.

For purposes of this Transaction, and notwithstanding anything in the Base Contract to the contrary, the performance obligation hereunder for quantities delivered to Buyer by Seller on any Day during the Delivery Period that are in excess of the MDQ of Buyer's transportation service contract(s) is subject to applicable Transporter operating conditions or tariff provisions affecting Seller's utilization of a Firm transportation service Contract with the Transporter

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symmetry
ENERGY SOLUTIONS

PHYSICAL TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

Trade Date: 10/11/2021
Confirmation #: 16491522

under which the Delivery Point is not a specified primary point.

The parties acknowledge and agree that Seller will not take release of Buyer's MRT transportation capacity and that such capacity will be managed for Buyer as Buyer's agent. Buyer will appoint Seller as agent for Buyer for the purpose of, in addition to providing the nomination, scheduling and other services hereunder to Buyer, the receipt and payment of Buyer's pipeline invoices for pipeline demand charges, if any, associated with Buyer's MRT capacity, and which will be passed through to Buyer on Seller's monthly invoices to Buyer.

Each Party to this Transaction represents that it: (i) is a producer, processor or commercial user of, or a merchant handling, the Gas that is the subject of this Transaction; (ii) is entering into this Transaction solely for purposes related to its business as such; and (iii) this Transaction will result in the sale of an "exempt commodity" (as defined in Section 1a (20) of the Commodity Exchange Act) for immediate or deferred shipment or delivery. Each Party agrees to provide to the other Party any information reasonably requested by such other Party to enable such other Party to comply with applicable regulations of the Commodity Futures Trading Commission in connection with this Transaction.

SELLER: Symmetry Energy Solutions, LLC

BUYER: City of Waterloo, Illinois

Brian Harrison

Vice President

Title: _____

Date: 10/27/2021

Title: _____

Date: _____

Index Symbols: "GD" means Gas Daily Midpoint for the applicable delivery Day for the specified location. "IF" means Inside F.E.R.C.s Gas Market Report, Index, first publication for the Month, for the delivery Month for the specified location. "NYMEX" means New York Mercantile Exchange, Last Day Settle, unless otherwise specified.

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 15, 2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of the 2022 Regularly Scheduled Meetings and Holiday Dates.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-10-21

Submitted by: _____
City Clerk's Office

DISPOSITION

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



Mayor

WATERLOO CITY COUNCIL
Regularly Scheduled Meeting Dates
for
Calendar Year 2022

PLACE: Waterloo City Hall
TIME: 7:30 P.M.

JANUARY

Monday, January 03, 2022
Tuesday, January 18, 2022
*(City Offices closed for
MLK Day)*

FEBRUARY

Monday, February 07, 2022
Tuesday, February 22, 2022
*(City Offices closed for
President's Day)*

MARCH

Monday, March 07, 2022
Monday, March 21, 2022

APRIL

Monday, April 04, 2022
Monday, April 18, 2022

MAY

Monday, May 02, 2022
Monday, May 16, 2022

JUNE

Monday, June 06, 2022
Monday, June 20, 2022

JULY

Tuesday, July 05, 2022
*(City Offices closed for
Independence Day)*
Monday, July 18, 2022

AUGUST

Monday, August 01, 2022
Monday, August 15, 2022

SEPTEMBER

Tuesday, September 06, 2022
*(City Offices closed for
Labor Day)*
Monday, September 19, 2022

OCTOBER

Monday, October 03, 2022
Monday, October 17, 2022

NOVEMBER

Monday, November 07, 2022
Monday, November 21, 2022

DECEMBER

Monday, December 05, 2022
Monday, December 19, 2022

WATERLOO CITY HALL
Regularly Scheduled Holidays for Office Closure
Calendar Year 2022

Thursday, December 30, 2020 (at 12 noon)		
Friday, December 31, 2021	-	New Year's Holidays
Monday, January 17, 2022	-	Martin Luther King Holiday
Monday, February 21, 2022	-	President's Day
(Sunday, March 13, 2022	-	Daylight Savings Time Begins)
Friday, April 15, 2022	-	Good Friday
Monday, May 30, 2022	-	Memorial Day
Monday, July 04, 2022	-	Independence Day
Monday, September 05, 2022	-	Labor Day
(Sunday, November 06, 2022	-	Daylight Savings Time Ends)
Friday, November 11, 2022	-	Veteran's Day
Thursday, November 24, 2022	-	Thanksgiving Holiday
Friday, November 25, 2022		
Friday, December 23, 2022		
Monday, December 26, 2022	-	Christmas Holidays
Friday, December 30, 2022 (at 12 noon)		
Monday, January 02, 2023	-	New Year's Holidays

PLANNING COMMISSION
Regularly Scheduled Meeting Dates
For
Calendar Year 2022

PLACE: Waterloo City Hall
TIME: 7:30 p.m.

JANUARY

Monday, January 10, 2022

JULY

Monday, July 11, 2022

FEBRUARY

Monday, February 14, 2022

AUGUST

Monday, August 08, 2022

MARCH

Monday, March 14, 2022

SEPTEMBER

Monday, September 12, 2022

APRIL

Monday, April 11, 2022

OCTOBER

Monday, October 10, 2022

MAY

Monday, May 09, 2022

NOVEMBER

Monday, November 14, 2022

JUNE

Monday, June 13, 2022

DECEMBER

Monday, December 12, 2022

ZONING BOARD OF APPEALS
Regularly Scheduled Meeting Dates
For
Calendar Year 2022

PLACE: Waterloo City Hall

TIME: 7:30 p.m.

JANUARY

Thursday, January 20, 2022

JULY

Thursday, July 21, 2022

FEBRUARY

Thursday, February 17, 2022

AUGUST

Thursday, August 18, 2022

MARCH

Thursday, March 17, 2022

SEPTEMBER

Thursday, September 15, 2022

APRIL

Thursday, April 21, 2022

OCTOBER

Thursday, October 20, 2022

MAY

Thursday, May 19, 2022

NOVEMBER

Thursday, November 17, 2022

JUNE

Thursday, June 16, 2022

DECEMBER

Thursday, December 15, 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 15, 2021

(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Full Page Ad to be placed in the 2022 Visitor's Guide
in the amount of \$2,750.00 (discounted 50%) to be paid out of the Hotel/Motel
Tax Fund.

3. Relief or action to be requested:
Approval.

4. Submittal date: November 9, 2021

Submitted by:
Sarah Deutch

DISPOSITION

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



Mayor

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
11/15/2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Renewal of Group Health Insurance Coverage
with Blue Cross Blue Shield of Illinois Effective January 1, 2022 through
December 31, 2022.
3. Relief or action to be requested:
Signature.
4. Submittal date: 11/04/2021

Submitted by:
Human Resources Coordinator, Jessica Rucks

DISPOSITION

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

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

 Matter referred to



Mayor

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



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

November 4, 2021

Mr. Steve Christell
BlueCross BlueShield of Illinois
401 E. Capital Ave., Suite 403
Springfield, IL 62701

Re: City of Waterloo – PE0455

Dear Mr. Christell:

Please use this letter as verification that we accept the Medical renewal offer proposed by BlueCross BlueShield of Illinois. We understand the renewal rates represent approximately an 8.95% increase with no plan design changes. We understand these rates will be guaranteed for a 12-month period beginning January 1, 2022 through December 31, 2022.

Following is confirmation of the renewal rates:

<i>Employee</i>	<i>\$740.33</i>
<i>Employee & Spouse</i>	<i>\$1,584.91</i>
<i>Employee & Children</i>	<i>\$1,442.05</i>
<i>Family</i>	<i>\$2,286.63</i>

Please send written confirmation of your agreement to the above plan design and rates. If you do not respond in writing within one week it will be an automatic assumption that all parties are in agreement of the above. If you have any questions on any of the above, please do not hesitate to contact our consultant, Eric File of CBIZ Benefits & Insurance Service.

Sincerely,

Tom Smith
Mayor

Cc Eric File

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:
11/15/2021
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Renewal of Dental, Life/AD&D and
Dependent Life Insurance with Delta Dental for a 12-month period from
January 1, 2022 through December 31, 2022.
3. Relief or action to be requested:
Signature.
4. Submittal date: 11/04/2021

Submitted by:
Human Resources Coordinator, Jessica Rucks

DISPOSITION

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



Mayor

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

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



November 4, 2021

Ms. Deb Ulmer
Delta Dental of Illinois

Re: City of Waterloo – 10360

Dear Ms. Ulmer:

Please use this letter as verification that we accept the Dental, Life/AD&D and Dependent Life renewal offers proposed by Delta Dental of Illinois. We understand the renewal rates represent a 11.2% increase to the dental plan with no plan design changes. We understand these rates will be guaranteed for a 12-month period beginning January 1, 2022 through December 31, 2022.

Following is confirmation of the renewal rates:

Dental	Base	Buy Up
<i>Employee</i>	<i>\$34.21</i>	<i>\$40.50</i>
<i>Employee & Spouse</i>	<i>\$72.05</i>	<i>\$85.28</i>
<i>Employee & Children</i>	<i>\$67.91</i>	<i>\$80.39</i>
<i>Family</i>	<i>\$115.81</i>	<i>\$137.09</i>

Please send written confirmation of your agreement to the above plan design and rates. If you do not respond in writing within one week it will be an automatic assumption that all parties are in agreement of the above. If you have any questions on any of the above, please do not hesitate to contact our consultant, Eric File of CBIZ Benefits & Insurance Service.

Sincerely,

Tom Smith
Mayor

Cc Eric File

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Renewal of Liability and Workers Compensation
And Equipment Breakdown Insurance Coverage with IMLRMA.

3. Relief or action to be requested:
Approval

4. Submittal date: 11/9/21

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: 11/10/2021
Re: Commercial Liability & Workers Compensation Insurance Coverage

The City obtained competitive quotes for the Commercial Liability and Workers Compensation Coverage for 2022. The renewal from IMLRMA was quoted at \$349,449 without 1% early pay discount and \$345,954.51 with 1% early pay discount. The quote received from Strategic Risk Management Group using ICRMT as a carrier came in at \$344,258. Both quotes appeared light on cyber liability coverage, so the City is pursuing additional cyber liability coverage separately.

After discussion, it was recommended by the Insurance Committee to renew with IMLRMA due to the lower deductibles. Premium difference was \$1,696.51 after 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>2020</u>	<u>2021</u>	<u>2022</u>	<u>Increase</u>
Workers Compensation	\$158,483	\$150,967	\$136,376	\$(14,591)
Auto/Comp Gen Liab.	121,494	125,701	122,273	(3,428)
Property	64,457	63,641	81,061	17,420
Inland Marine (Portable Equip)	3,993	4,196	4,678	482
Auto Physical Damage	<u>4,552</u>	<u>4,944</u>	<u>5,061</u>	<u>117</u>
Total	\$352,979	\$349,449	\$349,449	\$ 0

IMLRMA is offering an early pay discount of 1% if paid by November 19, 2021.



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 1, 2021
 Member: City of Waterloo
 Account #: 0617
 Indicate Payment Option (from list below): _____
 Amount Enclosed: \$ _____

MAKE CHECK PAYABLE TO RMA

BILLING DETAIL

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION	
Work Comp	\$136,376
Auto Liability & Comprehensive General Liability	\$122,273
Portable Equipment	\$4,678
Auto Physical Damage	\$5,061
Property	\$81,061
	\$349,449
2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	
	\$1,250

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
	\$345,954.51
Illinois Municipal League Dues	\$1,250.00
Total due by 11/19/21	\$347,204.51
OPTION #2 - Pay Full Amount	
Contribution Amount	\$349,449.00
Illinois Municipal League Dues	\$1,250.00
Total due by 12/17/21	\$350,699.00
OPTION #3 - Pay in two installments	
Includes 1% installment fee	
Contribution Amount	\$349,449.00
Plus 1% fee	\$3,494.49
	\$352,943.49
Illinois Municipal League Dues	\$1,250.00
	\$354,193.49
\$177,096.75	Due by 12/17/21
\$177,096.74	Due by 5/20/22

*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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on a Special Event Permit Request from GLOW for the
GLOW Holiday Parade to be held on November 27, 2021 from 5:30 p.m. to 7:00
p.m. with the temporary street closure of Columbia Avenue, Main Street, Mill Street
and Library Street per the parade route as attached.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-10-21

Submitted by:
GLOW, Missy Toenjes

DISPOSITION

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



Mayor



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

SPECIAL EVENT PERMIT APPLICATION

Instructions to Applicant:

- The following information must be completed and submitted to the City Clerk's Office at the Waterloo City Hall.
- **Application Fee: None**
- Special Event Permit Applications **must be submitted thirty (30) days prior to the date of requested event** to allow for proper time to process with all city departments.
- All damages to property and equipment shall be billed to the applicant and shall be paid by said applicant upon receipt.

1. Event Name / Type: GLOW Holiday Parade
Location of Event: Downtown Waterloo
2. Beginning Date / Time: 11/27/2021 5:30 p.m. Ending Date / Time: 11/27/2021 7:00 p.m.
3. Organization Name: GLOW
Mailing Address: PO Box 286 Waterloo IL 62298
Street City State Zip
Phone Number: _____ Email Address: _____
Not For Profit Status: Yes No ID # _____
4. Person in Charge of Event: Missy Toenjes
Mailing Address: _____
Street City State Zip
Cell Phone Number: _____ Email Address: _____
5. Secondary Contact Person: Bethany Prance Booker
Mailing Address: _____
Street City State Zip
Cell Phone Number: _____ Email Address: _____

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

A. Narrative of Event.
 The GLOW Parade is a lighted holiday parade in downtown Waterloo. Streets will need to be closed from 4:30pm to when the parade is over at approximately 7pm. Please place no parking signs as well, as parked cars block the view of people sitting on the sidewalk. The parade route begins at Gibault, travels east on Columbia Ave turns south down Main St, and right onto Mill Street, ending at Library Street.

B. Sketch Plan of Site or Route of Walk/Run Attached Not Applicable

C. Will there be inflatable jumpers/bounce houses or amusement rides: Yes No
 • If yes, Proof of Liability Insurance is required. (See Clerk's Office for details.)

D. Proof of Liability Insurance must be provided and, if the event is held on City property, the City of Waterloo must be named as an additional insured with Comprehensive General Liability limits of not less than \$1,000,000 combined single limit, each occurrence / \$2,000,000 aggregate.
 Attached

E. Liquor License information for beer sales (hours of sale): NA

G. Special Needs (i.e. Police, Fire, EMS, Street Dept., Electric)
 We will request that the street department deliver barricades at the intersections and for Police to block the streets at 4:30pm.

Special Event Organizer(s) must also provide for the sanitary collection of all refuse, litter, and garbage generated by patrons attending the event, and removal of all such waste materials from the location of the event in a timely manner.

Signage

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

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

Melissa Touring 11-8-21
 Signature of person in charge of event Date of Submission

For office use only

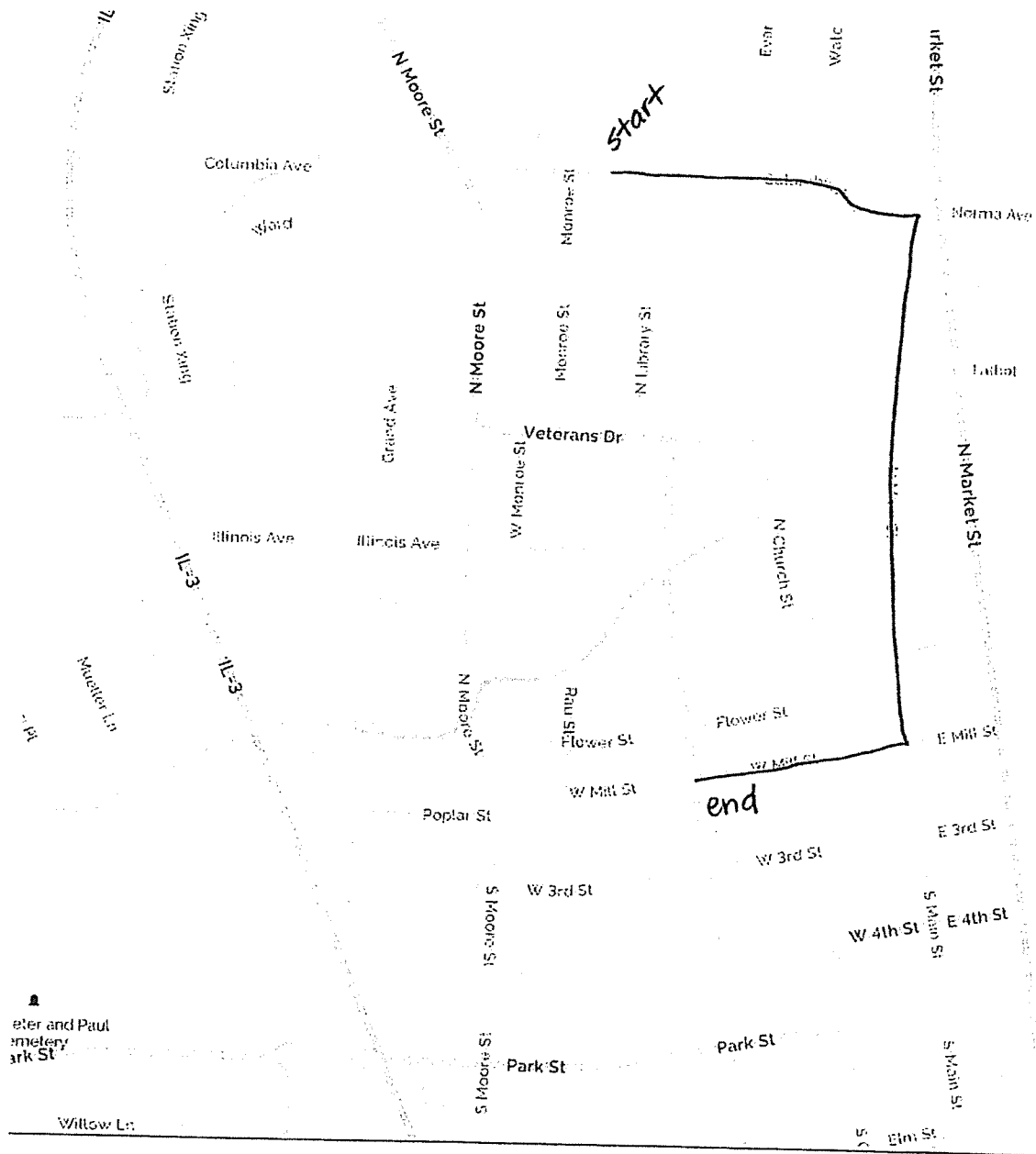
"Special Events Permits" shall go before the City Council for approval.

Approved by City Council: Yes No Date _____

Police Department Fire Department EMS Dispatch
 DPW / Street Department (for street closings, signalization, and detour routes)



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



LIABILITY COVERAGES

<u>FORM</u>	<u>DESCRIPTION</u>	<u>TOTAL AVAILABLE LIMITS FOR MEMBERS</u>
RMA 1	General Liability	\$8,000,000. each occurrence, each Member, for all applicable coverages including "Special Liability Coverages" listed below --even if more than one coverage applies to the same loss.
RMA 2	Broad Form Property	
RMA 2	Civil Constitutional Rights-Assault/ Battery	
RMA 2	Contractual Liability	
RMA 2	Employee Benefit Programs Liability	
RMA 2	Incidental Malpractice	
RMA 2	Intentional Building Removal	
RMA 2	Limited Worldwide Liability	
RMA 2	Personal Injury/ Advertising Liability	
RMA 2	Watercraft Liability	
RMA 2	Personal Injury as Respects Employment Practices	\$16,000,000. annual aggregate, each Member, as respects, RMA 1, RMA 2 and RMA 4
RMA 4	Public Officials/Employees	
RMA 6	Auto Liability	

SPECIAL LIABILITY COVERAGES

<u>FORM</u>	<u>DESCRIPTION</u>	<u>TOTAL AVAILABLE LIMITS FOR MEMBERS</u>
RMA 2	Premises Medical Payments	\$3,000. each person; \$1,000,000. each occurrence
RMA 2	Fire Legal Liability	\$100,000. each occurrence; \$100,000. annual agg.
RMA 2	Equal Employment Opportunity Comm. (EEOC) – <i>defense only</i>	\$15,000. each occurrence; \$15,000. annual aggregate
RMA 5	Liquor Liability – Special Events & Host	\$1,000,000. each occurrence - \$1,000,000. annual agg.
RMA 6	Auto Medical Payments	\$10,000. each person; \$1,000,000. each occurrence
RMA 6	Uninsured/Underinsured Motorist	\$100,000. each person; \$300,000. each accident

PROPERTY COVERAGES

<u>FORM</u>	<u>DESCRIPTION</u>	<u>TOTAL AVAILABLE LIMITS FOR MEMBERS</u>
RMA 10,	Auto Physical Damage	Combined limit: \$30,000,000. Any location, each occurrence;
RMA 11 and RMA 13	Building/Personal Property	\$250,000,000. Each occurrence, all Members
RMA 12	Inland Marine	\$50,000. extra expense
RMA 12	Valuable Papers/Records and Electronic Media/Records	\$50,000. each occurrence
RMA 10, RMA 11 and RMA 13	Flood/Earthquake (<i>combined</i>)	*\$76,500,000. annual aggregate all Members

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Exterior Building Material 6-1-2(I)(C) at
the new Scooter's Restaurant located at Lot 11 North Pointe Phase 3 Second Phase
- Parcel No. 07-24-167-011-000.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-12-21

Submitted by:
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

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



Mayor

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 15, 2021
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Exterior Building Material 6-1-2(I)(C) at
the 4th Street Bar and Grill located at 301 S. Moore Street.

3. Relief or action to be requested:
Approval.

4. Submittal date: 11-12-21

Submitted by:
Nathan Krebel, Subdivision & Zoning Administrator

DISPOSITION

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



Mayor