

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Location: Waterloo City Hall - Council Chambers
100 W. Fourth St., Waterloo, IL
Date: Monday, December 18, 2023
Time: 7:30 p.m.

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance.
4. Correction or Withdrawal of Agenda Items by Sponsor.
5. Approval of Minutes as Written or Amended.
6. Petitions by Citizens on Non-Agenda Items.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector.
 - B. Report of Treasurer.
 - C. Report of Subdivision and Zoning Administrator.
 - D. Report of Building Inspector / Code Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Certificate of Commendation to Sydney Kuergeleis for her First Place Finish in the FFA Creed Recital at the FFA Illinois State Convention, and representing the State of Illinois at the FFA National Convention.
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. 1886 Approving a Tax Levy for Corporate Purposes for the current Fiscal Year commencing on the 1st day of May, 2023 and ending on the 30th day of April, 2024 for the City of Waterloo, IL.
11. Unfinished Business.
12. Miscellaneous Business.
 - A. Consideration and Action on Software as a Service Agreement with Landis + Gyr Technology, Inc. for a 5 year period for third-party hosted services related to AMI.
 - B. Consideration and Action on \$100 Merchandise Voucher to Schnucks in Recognition of Holiday Appreciation to Full-Time Employees.
 - C. Consideration and Action on Approval of Change Orders No. 1 through 4 on Contract with Haier Plumbing and Heating for Water Transmission Facilities.
 - D. Consideration and Action on Approval of Change Orders No. 1 and No. 2 on Contract with Korte & Luitjohan for Water Supply & Treatment Facilities.
 - E. Consideration and Action on Approval of Change Order No. 1 on Contract with Caldwell Tanks, Inc. for 500,000 Gallon Elevated Tank.
 - F. Consideration and Action on Waiver of Building Permit and Inspection Fees for the Monroe County Fair Association, for the construction of a storage building located at 4177 State Route 156.
 - G. Consideration and Action on Waiver of Building Permit and Inspection Fees for the Saints Peter & Paul Catholic School, located at 217 West Third Street.
 - H. Consideration and Action on Waiver of Building Permit and Inspection Fees for Human Support Services, located at 988 North Illinois Route 3.
 - I. Consideration and Action on Approval of Proposals from Abate-Pro, Inc. in the Amount of \$1,750.00 for Asbestos Survey and \$8,775.00 for Removal of Asbestos Material at the Property Located at 500 & 506 West Mill Street.
 - J. Consideration and Action on Approval of SOIL Excavation & Hauling As Low Bidder in the Amount of \$19,460.00 for the Demolition of Seven Mobile Home Trailers, 2,500 Square Foot Cinder Block Building Including Foundation and Footings, and 280 Square Foot Block Office Building Including Foundation and Footings at the Property Located at 500 & 506 West Mill Street. Bid Opening was Held on Thursday, December 14, 2023 at 2:00 p.m.
 - K. Consideration and Action on Approval of a Commercial Site Plan for Taco Bell to be Located at Waterloo Commons Lot 7.
 - L. Consideration and Action on Executive Session for the Discussion of Contract Negotiations as per 5 ILCS 120/2(c)(2) and Personnel as per 5 ILCS 120/2(c)(1).
13. Discussion of Matters by Council Members Arising After Agenda Deadline.
14. Motion to Adjourn.

DATES TO REMEMBER

Dec. 25 and 26, 2023 – City Offices Closed for the Christmas Holidays.
Dec. 29, 2023 (12 p.m.) and Jan. 01, 2024 – City Offices Closed for the New Year's Holiday.
Jan. 02, 2024 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

Jan. 08, 2024 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:00 p.m.
Jan. 09, 2024 – Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Jan. 10, 2024 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
Jan. 15, 2024 – City Offices Closed for Martin Luther King Day.
Jan. 16, 2024 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Jan. 18, 2024 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
Jan. 23, 2024 – American Legion Meeting, Waterloo City Hall: 2nd Floor, 7:00 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
DECEMBER 04, 2023**

1. The meeting was called to order by Mayor Darter at 7:30 p.m.
2. The following Aldermen were present: Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, Row, and Most.
3. Pledge of Allegiance led by Mayor Stan Darter.
4. Correction or Withdrawal of Agenda Items by Sponsor. None.
5. Approval of Minutes as Written or Amended.
Motion made by Alderman Matt Buettner and seconded by Alderman Hopkins to approve the November 20, 2023, City Council Meeting Minutes.
Motion passed unanimously with Aldermen Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, Row, Most, and Vogt voting ‘aye’.
6. Petitions by Citizens on Non-Agenda Items. None.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector. No report.
 - B. Report of Treasurer. No report.
 - C. Report of Subdivision and Zoning Administrator. No report.
 - D. Report of Director of Public Works. No report.
 - E. Report of Chief of Police.
In a letter to the Mayor, the Chief announced his intention to retire on January 12, 2024.
 - F. Report of City Attorney. No report.
 - G. Report and Communication by Mayor. No report.
8. Report of Standing Committees. None.
9. Report of Special Committees. None.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Resolution No. 23-26 Authorizing the Execution of an Intergovernmental Agreement between the City of Waterloo, IL and the Waterloo Park District for Funding and Construction of the Zimmer Park Splash Pad.
Motion made by Alderman Most and seconded by Alderman Kyle Buettner to accept Resolution No. 23-26 Authorizing the Execution of an Intergovernmental Agreement between the City of Waterloo, IL and the Waterloo Park District for Funding and Construction of the Zimmer Park Splash Pad.
Comments: The City Attorney stated this resolution would protect all the parties involved in the funding and construction of the Zimmer Park Splash Pad.
Motion passed unanimously with Aldermen Most, Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Row voting ‘aye’.

- B. Consideration and Action on Resolution No. 23-27 Authorizing the Execution of a Service Agreement between the City of Waterloo, IL and Midwest Elevator for Maintenance, Service and Safety Testing.
Motion made by Alderman Hopkins and seconded by Alderman Matt Buettner to approve Resolution No. 23-27 Authorizing the Execution of a Service Agreement between the City of Waterloo, IL and Midwest Elevator for Maintenance, Service and Safety Testing.
Comments: The Zone Administrator mentioned that the City currently uses KONE Elevator and Escalator. However, Midwest Elevator Company provides the same services at a lower price.
Motion passed unanimously with Aldermen Hopkins, Trantham, Charron, Kyle Buettner, Row, Most, Vogt, and Matt Buettner voting ‘aye’.
- C. Consideration and Action on Ordinance No. 1884 Providing for the Granting of an Electric Utility Easement to Ameren Illinois for Property Located Adjacent to East Hunter’s Ridge and the Valmeyer Community Unit School District #3 for the City of Waterloo, Illinois New Water Plant.
Motion made by Alderman Kyle Buettner and seconded by Alderman Vogt to approve Ordinance No. 1884 Providing for the Granting of an Electric Utility Easement to Ameren Illinois for Property Located Adjacent to East Hunter’s Ridge and the Valmeyer Community Unit School District #3 for the City of Waterloo, Illinois New Water Plant.
Comments: The Director of Public Works stated that with both Ordinance No. 1884 and 1885 we are granting an easement, on city property, to Ameren for electric and natural gas for the water treatment plant.
Motion passed unanimously with Aldermen Kyle Buettner, Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Charron voting ‘aye’.
- D. Consideration and Action on Ordinance No. 1885 Providing for the Granting of a Pipeline (Gas) Utility Easement to Ameren Illinois for Property Located Adjacent to East Hunter’s Ridge and the Valmeyer Community Unit School District #3 for the City of Waterloo, Illinois New Water Plant.
Motion made by Alderman Kyle Buettner and seconded by Alderman Vogt to approve Ordinance No. 1885 Providing for the Granting of a Pipeline (Gas) Utility Easement to Ameren Illinois for Property Located Adjacent to East Hunter’s Ridge and the Valmeyer Community Unit School District #3 for the City of Waterloo, Illinois New Water Plant.
Motion passed unanimously with Aldermen Kyle Buettner, Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, and Charron voting ‘aye’.
11. Unfinished Business. None.
12. Miscellaneous Business.
- A. Consideration and Action on Warrant No. 632.
Motion made by Alderman Row and seconded by Alderman Matt Buettner to approve Warrant No. 632.
Motion passed unanimously with Aldermen Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, Charron, and Kyle Buettner voting ‘aye’.
- B. Consideration and Action on Probable Tax Levy and Setting a Public Hearing Date of December 18, 2023 at 7:15 p.m.
Motion made by Alderman Row and seconded by Alderman Most to approve a Probable Tax Levy and Setting a Public Hearing Date of December 18, 2023 at 7:15 p.m.
Comments: Shawn Kennedy, Collector/Budget Officer, explained that the Finance Committee agreed to impose the maximum tax levy under PTELL. This number is calculated to be 6.84%. Taking into account the new property within the City, the average taxpayer will see roughly a 2% increase in their taxes.
Motion passed unanimously with Aldermen Row, Most, Vogt, Matt Buettner, Hopkins, Trantham, Charron, and Kyle Buettner voting ‘aye’.

- C. Consideration and Action on Contribution to Share Costs of Updating Christmas Gingerbread Displays and Santa Sleigh for Downtown Waterloo in the Amount of \$2,500.00 to be paid from Gambling Proceeds.
Motion made by Alderman Hopkins and seconded by Alderman Row on approval of a Contribution to Share Costs of Updating Christmas Gingerbread Displays and Santa Sleigh for Downtown Waterloo in the Amount of \$2,500.00 to be paid from Gambling Proceeds.
Comments: None.
Motion passed unanimously with Aldermen Hopkins, Trantham, Charron, Kyle Buettner, Row, Most, Vogt, and Matt Buettner voting ‘aye’.
- D. Consideration and Action on Approval of Renewal of Group Health Insurance Coverage with Blue Cross Blue Shield of Illinois Effective January 1, 2024 through December 31, 2024.
Motion made by Alderman Most and seconded by Alderman Vogt on approval of the Renewal of Group Health Insurance Coverage with Blue Cross Blue Shield of Illinois Effective January 1, 2024 through December 31, 2024.
Comments: Alderman Most, Chairman of the Insurance Committee, stated the City is staying with the same company and with the same coverage and the increase is basically flat.
The Aldermen voted as follows:
AYE – Most, Vogt, Matt Buettner, Hopkins, Charron, and Kyle Buettner
NAY - None
ABSTAIN – Trantham and Row
ABSENT – None
Motion Passed by a vote of 6/0/2/0
- E. Consideration and Action on Approval of Renewal of Group Dental Insurance Coverage with Delta Dental of Illinois Effective January 1, 2024 through December 31, 2024 with no Premium Increase.
Motion made by Alderman Most and seconded by Alderman Vogt on approval of the Renewal of Group Dental Insurance Coverage with Delta Dental of Illinois Effective January 1, 2024 through December 31, 2024 with no Premium Increase.
Comments: None.
The Aldermen voted as follows:
AYE – Most, Vogt, Matt Buettner, Hopkins, Charron, and Kyle Buettner
NAY – None.
ABSTAIN – Trantham and Row
ABSENT – None.
Motion Passed by a vote of 6/0/2/0
- F. Consideration and Action on Approval of Group Life Insurance Coverage with Blue Cross Blue Shield of Illinois through Dearborn Life Insurance Company Effective January 1, 2024 through December 31, 2024.
Motion made by Alderman Most and seconded by Alderman Vogt on Approval of Group Life Insurance Coverage with Blue Cross Blue Shield of Illinois through Dearborn Life Insurance Company Effective January 1, 2024 through December 31, 2024.
Comments: None.
Motion passed unanimously with Aldermen Most, Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Row voting ‘aye’.
- G. Consideration and Action on Approval of a Special Event Permit Application from Crafted in the Loo for their Christmas with Santa Event to be held on Saturday, December 09, 2023, 11 a.m. to 3 p.m., including the closure of two parking spaces in front of the store located at 111 N. Main Street.
Motion made by Alderman Kyle Buettner and seconded by Alderman Row on Approval of a Special Event Permit Application from Crafted in the Loo for their Christmas with Santa Event to be held on Saturday, December 09, 2023, 11 a.m. to 3 p.m., including the closure of two parking spaces in front of the store located at 111 N. Main Street.
Comments: None.

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

H. Consideration and Action on Approval of the Waterloo Beautification Application from Oh Sugar.

Motion made by Alderman Hopkins and seconded by Alderman Vogt on Approval of the Waterloo Beautification Application from Oh Sugar.

Comments: None.

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

I. Consideration and Action on Waiver of Building Permit and Inspection Fees for the Oddfellows Hall, located at 202 S. Main Street.

Motion made by Alderman Row and seconded by Alderman Matt Buettner to approve a Waiver of the Building Permit and Inspection Fees for the Oddfellows Hall, located at 202 S. Main Street.

Comments: The Zoning Administrator commented that the fee waiver is for the replacement of the eastern exterior staircase. The staircase will be code-compliant.

The Aldermen voted as follows:

 AYE – Row, Most, Vogt, Matt Buettner, Hopkins, Charron, and Kyle Buettner

 NAY – None.

 ABSTAIN – Trantham

 ABSENT – None.

Motion Passed by a vote of 7/0/1/0

J. Consideration and Action on Executive Session for the Discussion of Contract Negotiations as per 5 ILCS 120/2(c)(2).

Motion to move into Executive Session made by Alderman Hopkins and seconded by Alderman Matt Buettner.

Motion passed unanimously to enter into Executive Session with Aldermen Hopkins, Trantham, Charron, Kyle Buettner, Row, Most, Vogt, and Matt Buettner voting ‘aye’.

Entered Executive Session at 7:47 p.m.

Adjourned Executive Session at 8:22 p.m.

Motion to Resume Session made by Alderman Vogt and seconded by Alderman Most.

Motion passed with a unanimous voice vote.

Return to regular session at 8:22 p.m.

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

Alderman Vogt thanked everyone who helped out with the GLOW Parade.

Mayor Darter and Alderman Row complimented the GLOW parade.

14. Motion to Adjourn made by Alderman Matt Buettner and seconded by Alderman Vogt.

Motion passed with a unanimous voice vote.

Mayor Darter adjourned the meeting at 8:23 p.m.

Minutes respectively submitted by Mechelle Childers – City Clerk

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2022-2023 ACTUAL AMOUNT	2023-2024 BUDGETED AMOUNT	% INCREASE/ DECREASE	2022 NOV	2023 NOV	% INCREASE/ DECREASE	2022-2023 FISCAL YTD	2023-2024 FISCAL YTD	% INCREASE/ DECREASE
ELEC SALES	10,848,137.04	11,390,000.00	4.99%	819,308.48	880,441.83	7.46%	6,834,318.06	6,692,287.26	-2.08%
ELEC TAX	265,144.28			19,383.30	20,338.89	4.93%	168,732.50	165,614.22	-1.85%
ELECT MISC.	<u>360,074.00</u>	<u>262,000.00</u>	<u>27.24%</u>	<u>178,520.00</u>	<u>242,574.00</u>	<u>35.88%</u>	<u>32,485.00</u>	<u>403,296.00</u>	<u>1141.48%</u>
SUBTOTAL	11,473,355.32	11,652,000.00	1.56%	1,017,211.78	1,143,354.72	12.40%	7,035,535.56	7,261,197.48	3.21%
BEGINNING UNAPPLIED	696,363.28			73,537.33	40,795.97	-44.52%	394,214.62	362,810.49	-7.97%
UNAPPLIED CASH REC'D	180,143.31			21,053.26	15,456.91	-26.58%	118,548.52	97,966.46	-17.36%
UNAPPLIED DISBURSED	<u>193,443.19</u>			<u>32,971.03</u>	<u>8,325.56</u>	<u>-74.75%</u>	<u>102,012.65</u>	<u>81,822.95</u>	<u>-19.79%</u>
ENDING UNAPPLIED	683,063.40			61,619.56	47,927.32	-22.22%	410,750.49	378,954.00	-7.74%
GAS SALES	3,537,645.77	3,671,000.00	3.77%	141,469.10	102,169.59	-27.78%	1,216,335.16	972,056.00	-20.08%
GAS TAX	71,517.14			1,917.74	2,036.83	6.21%	22,865.99	22,021.10	-3.69%
GAS MISC.	<u>123,806.00</u>	<u>106,700.00</u>	<u>13.82%</u>	<u>62,219.00</u>	<u>84,607.00</u>	<u>35.98%</u>	<u>8,113.00</u>	<u>115,426.00</u>	<u>1322.73%</u>
SUBTOTAL	3,732,968.91	3,777,700.00	1.20%	205,605.84	188,813.42	-8.17%	1,247,314.15	1,109,503.10	-11.05%
WATER SALES	2,783,427.40	3,420,000.00	22.87%	221,977.05	325,535.06	46.65%	1,654,590.48	2,354,195.51	42.28%
WATER MISC.	<u>803,982.00</u>	<u>73,000.00</u>	<u>-90.92%</u>	<u>20,543.00</u>	<u>14,563.00</u>	<u>-29.11%</u>	<u>754,111.00</u>	<u>46,211.00</u>	<u>-93.87%</u>
SUBTOTAL	3,587,409.40	3,493,000.00	-2.63%	242,520.05	340,098.06	40.24%	2,408,701.48	2,400,406.51	-0.34%
SEWER SALES	1,964,383.08	2,165,000.00	10.21%	162,904.28	185,951.04	14.15%	1,201,515.34	1,340,890.97	11.60%
SEWER MISC.	<u>151,485.00</u>	<u>165,500.00</u>	<u>9.25%</u>	<u>19,626.00</u>	<u>37,725.00</u>	<u>92.22%</u>	<u>86,766.00</u>	<u>89,008.00</u>	<u>2.58%</u>
SUBTOTAL	2,115,868.08	2,330,500.00	10.14%	182,530.28	223,676.04	22.54%	1,288,281.34	1,429,898.97	10.99%
CITY TAX	580,493.06	663,000.00	14.21%	39,106.20	42,818.13	9.49%	316,193.44	335,287.06	6.04%
MISC.	<u>42,624.00</u>	<u>42,000.00</u>	<u>-1.46%</u>	<u>16,399.00</u>	<u>36,476.00</u>	<u>122.43%</u>	<u>11,940.00</u>	<u>56,635.00</u>	<u>374.33%</u>
SUBTOTAL	623,117.06	705,000.00	13.14%	55,505.20	79,294.13	42.86%	328,133.44	391,922.06	19.44%
REFUSE FEE	891,938.68	989,750.00	10.97%	72,676.04	81,826.05	12.59%	519,505.73	558,846.37	7.57%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	36,524.00	37,000.00	1.30%	3,050.00	4,026.00	32.00%	23,963.00	25,613.00	6.89%
PERMITS	100,480.00	115,000.00	14.45%	1,935.00	5,159.00	166.61%	64,132.00	46,854.00	-26.94%
INSPECTION FEES	15,100.00	15,000.00	-0.66%	1,275.00	450.00	-64.71%	9,175.00	7,500.00	-18.26%
FRANCHISE FEES	125,916.00	120,000.00	-4.70%	-	-		23,994.00	23,994.00	0.00%
LIQUOR LICENSE	23,612.00	25,000.00	5.88%	35.00	10.00	-71.43%	20,384.00	20,188.00	-0.96%
INFRASTRUCTURE FEE	136,307.00	135,000.00	-0.96%	11,581.00	11,196.00	-3.32%	79,204.00	77,389.00	-2.29%
HOTEL/MOTEL TAX	16,839.00	15,000.00	-10.92%	1,877.00	4,891.00	160.58%	10,483.00	22,393.00	113.61%
MISC.	454,779.00	361,005.00	-20.62%	60,290.00	76,703.00	27.22%	225,087.00	345,689.00	53.58%
REPLACEMENT TAX	204,223.00	143,200.00	-29.88%	-	-		120,743.00	101,180.00	-16.20%
COUNTY TAX	320,919.00	341,000.00	6.26%	159,848.00	219,942.00	37.59%	211,197.00	219,942.00	4.14%
SALES TAX	2,944,634.00	2,900,000.00	-1.52%	245,242.00	266,160.00	8.53%	1,680,864.00	1,815,531.00	8.01%
BUSINESS DISTRICT TAX	103,095.00	105,000.00	1.85%	8,151.00	7,946.00	-2.52%	59,534.00	61,099.00	2.63%
CANNABIS USE TAX	17,340.00	19,700.00	13.61%	1,442.00	1,372.00	-4.85%	10,271.00	9,601.00	-6.52%
VIDEO GAMING	257,376.00	250,000.00	-2.87%	21,253.00	20,318.00	-4.40%	143,616.00	156,863.00	9.22%
INCOME TAX	<u>2,227,915.00</u>	<u>2,163,000.00</u>	<u>-2.91%</u>	<u>147,615.00</u>	<u>161,993.00</u>	<u>9.74%</u>	<u>1,343,931.00</u>	<u>1,315,120.00</u>	<u>-2.14%</u>
SUBTOTAL	7,876,997.68	7,734,655.00	-1.81%	736,270.04	861,992.05	17.08%	4,546,083.73	4,807,802.37	5.76%
MOTOR FUEL TAX	564,457.00	495,000.00	-12.31%	37,384.00	38,903.00	4.06%	379,894.00	320,223.00	-15.71%
MISC.	<u>56,731.00</u>	<u>40,000.00</u>	<u>-29.49%</u>	<u>5,785.00</u>	<u>6,686.00</u>	<u>15.57%</u>	<u>23,704.00</u>	<u>46,068.00</u>	<u>94.35%</u>
SUBTOTAL	621,188.00	535,000.00	-13.87%	43,169.00	45,589.00	5.61%	403,598.00	366,291.00	-9.24%
UTILITY DEPOSITS	<u>97,400.00</u>	-		6,000.00	7,800.00	30.00%	<u>61,075.00</u>	<u>61,275.00</u>	<u>0.33%</u>
TOTAL DEPOSITS	30,308,447.76	30,227,855.00	-0.27%	2,509,865.45	2,906,074.33	15.79%	17,437,271.22	17,926,262.95	2.80%

December 18, 2023

To: Mayor Stan Darter
City Attorney
City Alderpersons

Re: Treasurer's Report

Attached, please find the November 30, 2023 Treasurer's Report for the City of Waterloo.

I welcome any questions or comments you may have about this report. I can be reached at State Bank weekdays from 7:30 AM – 4:30 PM. The phone number is 618-939-7194.

Sincerely,

Brad A. Papenberg

Brad A Papenberg
City Treasurer

**TREASURER'S REPORT
CITY OF WATERLOO**

For the month ending
November 30, 2023

CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 494.98	\$ -	\$ 3.00	\$ 491.98
Utility Deposit	35,226.66	7,800.00	8,250.00	34,776.66
General Fund	(1,271,750.79)	1,275,110.38	808,525.64	(805,166.05)
Motor Fuel Tax	33,704.76	50,024.81	33,298.26	50,431.31
Water Fund	2,103,533.03	1,526,834.60	1,454,243.69	2,176,123.94
Sewer Fund	567,920.60	199,235.18	166,272.29	600,883.49
Gas Fund	(188,973.79)	122,430.21	218,188.39	(284,731.97)
Electric Fund	617,460.86	943,928.38	790,003.21	771,386.03
Capital Improvements	333,745.65	45,533.30	-	379,278.95
D.A.R.E.	1,460.26	-	-	1,460.26
Interest	3,216.88	2,101.49	-	5,318.37
Hotel/Motel Tax	158,419.92	4,891.46	123.97	163,187.41
TOTALS:	\$2,394,459.02	\$4,177,889.81	\$3,478,908.45	\$3,093,440.38

INVESTED FUNDS				
Capital Improvements	\$ 1,991,426.32	34,738.76	-	2,026,165.08
Electric	12,672,878.84	221,067.71	-	12,893,946.55
E-Pay Utility Bills	53,929.25	141,934.92	152,511.18	43,352.99
Farm Account Income	245,361.49	605.00	-	245,966.49
Gas	4,060,228.06	70,827.26	-	4,131,055.32
General Fund	7,478,499.96	483,968.68	-	7,962,468.64
Motor Fuel	1,435,377.88	45,564.48	50,000.00	1,430,942.36
Pension Reserve	1,709,369.88	351.24	-	1,709,721.12
Sewer	1,557,261.80	27,165.13	-	1,584,426.93
Utility Deposits	317,743.12	5,542.76	-	323,285.88
Water	644,372.64	11,240.54	-	655,613.18
Total Invested Funds:	\$32,166,449.24	\$1,043,006.48	\$202,511.18	\$33,006,944.54
Total All City Funds:	\$34,560,908.26	\$5,220,896.29	\$3,681,419.63	\$36,100,384.92

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

Respectfully Submitted,

Brad A. Papenberg

Brad A. Papenberg
City Treasurer

Zoning Department Monthly Report 11-30-2023

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Residential Building Permits Issued:													
2023	1	4	2	4	6	2	1	2	0	2	4		28
2022	7	3	5	5	2	5	5	2	5	2	4	1	46
2021	5	4	3	2	5	5	9	2	3	9	3	5	55
2020	2	6	3	5	6	5	4	5	5	9	6	6	62
2019	2	3	9	5	5	1	2	5	2	1	2	2	39
Accessory/Addition Building Permits Issued:													
2023	4	3	11	7	3	8	4	10	3	15	3		71
2022	1	2	9	7	8	6	5	16	7	2	4	3	70
2021	3	4	11	12	10	6	8	10	6	7	6	3	86
2020	2	2	4	9	10	12	10	9	2	6	5	1	72
2019	0	2	5	15	7	13	3	9	3	4	5	2	68
Commercial/Industrial Building Permits Issued:													
2023	3	3	4	2	0	0	4	2	3	1	0		22
2022	2	4	2	2	1	2	1	3	1	0	2	2	22
2021	1	2	3	2	2	2	0	5	6	1	1	0	25
2020	3	1	0	0	2	1	1	0	1	3	5	2	19
2019	5	4	2	3	1	1	6	1	3	3	1	3	33
Excavation Premits Issued:													
2023	1	1	0	3	2	2	4	3	1	7	7		31
2022	3	2	3	5	2	1	3	3	0	3	3	1	29
2021	0	1	4	5	4	3	8	6	0	5	1	4	41
Sign Permits Issued:													
2023	4	2	8	1	1	2	0	0	0	0	0		18
2022	2	2	0	5	0	0	0	2	2	0	4	0	17
2021	1	0	1	1	3	0	1	1	1	1	2	2	14
Demolition Permits Issued:													
2023	0	0	0	0	1	0	0	2	0	1	0		4
2022	1	1	0	0	0	0	1	0	0	0	0	1	4
2021	0	0	0	4	0	0	1	0	0	0	0	0	5
Outside Dining Permits Issued:													
2023	0	0	1	0	0	1	1	0	0	0	0		3
2022	0	0	1	0	0	0	0	0	0	0	0	0	1
Mobile Food Vendor													
2023	0	0	0	0	0	0	0	0	0	0	0		0
2022	0	0	0	0	0	0	0	0	0	0	0	1	1
												TOTAL	177

Building Inspector/Code Administrator Monthly Report 11/30/23													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
New Construction Inspections:													
2023	18	19	24	39	35	33	20	27	13	32	18		278
2022	12	25	33	21	49	31	30	38	28	33	27	12	339
New Construction Re-Inspections													
2023	3	5	6	5	4	5	3	6	4	5	3		49
Rental Inspections:													
2023	13	10	18	20	15	16	12	15	19	12	6		156
2022	11	10	8	10	10	25	15	18	9	12	19	10	157
2021	13	15	14	19	18	17	16	18	13	11	12	9	175
2020	21	22	20	16	23	12	14	24	13	15	9	17	206
2019	19	17	26	20	13	15	25	26	17	19	16	21	234
2018	17	12	16	15	10	26	14	31	19	21	23	10	214
Rental Re-Inspections:													
2023	5	3	4	5	3	4	2	4	3	4	1		28
Dumpster/POD Permits Issued:													
2023	10	15	12	16	15	20	16	16	8	13	10		151
2022	6	5	20	17	9	15	20	21	16	9	7	8	153
Motor Vehicle Violation Notices:													
2023	3	2	0	4	0	2	3	6	1	4	0		25
2022	0	3	4	4	2	1	3	1	5	2	2	2	29
Property Violation Notices:													
2023	3	5	8	10	10	11	19	9	9	6	2		92
2022	1	0	5	14	7	4	5	5	4	4	10	4	63
Ordinance Violation Tickets Issued:													
2023	0	1	0	5	1	1	2	0	6	2	0		18

AGENDA REQUEST

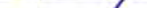
(Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

1. Request is made for placement on the agenda for meeting to be held on:
December 18, 2023
(Date)
2. Description of matter to be placed on agenda:
Certificate of Commendation to Sydney Kuergeleis for her First Place Finish
in the FFA Creed Recital at the FFA Illinois State Convention, and representing
the State of Illinois at the FFA National Convention.
3. Relief or action to be requested:
Presentation of Commendation.
4. Submittal date: November 28, 2023

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Ordinance No. 1886 Approving a Tax Levy for Corporate Purposes for the current Fiscal Year commencing on the 1st day of May, 2023 and ending on the 30th day of April, 2024 for the City of Waterloo, IL.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-5-2023

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

CITY OF WATERLOO, ILLINOIS

ORDINANCE NO. 1886

**AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE
CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2023
AND ENDING ON THE 30TH DAY OF APRIL, 2024 FOR THE CITY OF
WATERLOO, ILLINOIS**

Adopted by the
City Council
of the
City of Waterloo, Illinois
this 18th day of December, 2023.

Published in pamphlet form by
authority of the City Council
of the City of Waterloo,
Illinois, this 18th day of
December, 2023.

ORDINANCE NO. 1886

AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2023 AND ENDING ON THE 30TH DAY OF APRIL, 2024 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 \$1,714,200.00.

SECTION TWO. That the sum of \$1,714,200.00, 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, 2023 and ending on the 30th day of April, 2024, passed by the City Council of the City of Waterloo and approved by the Mayor at the legally convened meeting of April 17, 2023, 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	\$5,891,000.00	\$5,806,000.00	\$ 85,000.00
ROAD AND BRIDGE	\$4,060,619.00	\$4,010,619.00	\$ 50,000.00
MUNICIPAL BAND	\$ 30,000.00	\$	\$ 30,000.00
POLICE PENSION	\$ 775,000.00	\$	\$ 775,000.00
IMRF	\$ 82,539.00	\$ 22,539.00	\$ 60,000.00
FICA	\$ 274,881.00	\$ 101,281.00	\$ 173,600.00
LIBRARY – SPECIAL	\$ 63,600.00	\$	\$ 63,600.00
LIBRARY	\$ 477,000.00	\$	\$ 477,000.00
TOTAL	\$11,654,639.00	\$9,940,439.00	\$1,714,200.00

SECTION THREE. That the total amount of \$1,714,200.00 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, 2023 and ending April 30, 2024.

SECTION FOUR. There is hereby certified to the County Clerk of Monroe County, Illinois, the several sums aforesaid, constituting the total amount of \$1,714,200.00, 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 18th day of December, 2023, pursuant to a roll call vote as follows:

YEAS: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 18th day of
December, 2023

STANLEY T DARTER, Mayor
City of Waterloo, Illinois

ATTESTED, filed in my office, and
published in pamphlet form this 18th
day of December, 2023.

MECHELLE CHILDERS, City Clerk
City of Waterloo, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

CERTIFICATE

I, Stanley T Darter, certify that I am the duly elected and acting Mayor of the City of Waterloo, Illinois. I hereby certify that Ordinance No. 1886 entitled, "AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2023 AND ENDING ON THE 30TH DAY OF APRIL, 2024 FOR THE CITY OF WATERLOO, ILLINOIS" was passed by a roll call vote and approved by me on December 18, 2023. I further certify that the City of Waterloo, Illinois complied with the provisions of 35 ILCS 200/18-60 through 35 ILCS 200/18-80, inclusive, which were applicable to the passage of said Ordinance No. 1886.

DATED: December 18, 2023.

(SEAL)

Stanley T Darter, Mayor
City of Waterloo, Illinois

STATE OF ILLINOIS)
) SS.
COUNTY OF MONROE)

CERTIFICATE

I, Mechelle Childers, certify that I am the duly elected and acting City Clerk of the City of Waterloo, Illinois. I do hereby certify that the foregoing pages constitute a true and correct copy of Ordinance No. 1886 of the City of Waterloo, Illinois entitled, "AN ORDINANCE LEVYING TAXES FOR CORPORATE PURPOSES FOR THE CURRENT FISCAL YEAR COMMENCING ON THE 1ST DAY OF MAY, 2023 AND ENDING ON THE 30TH DAY OF APRIL, 2024 FOR THE CITY OF WATERLOO, ILLINOIS", passed by the City Council of said City on the 18th day of December, 2023 upon a roll call vote and approved by the Mayor on the 18th day of December, 2023 and that said ordinance is now in force. I do further certify that, prior to the execution of this certificate by me, the said ordinance was spread at length upon the records of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City, this 18th day of December, 2023.

(SEAL)

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Software as a Service Agreement with Landis + Gyr Technology, Inc. for a 5 year period for third-party hosted services related to AMI.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12/12/2023

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

Mayor

Amended and Restated

Software as a Service Agreement

This Amended and Restated Software as a Service Agreement (this “**SaaS Agreement**”), dated as of last signature date below (“**Effective Date**”), is by and between City Of Waterloo, (“**Customer**”) with offices located at Box 206, 100 W Fourth St, Waterloo, IL 62298-1333 US, and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Landis+Gyr**”).

WHEREAS, Landis+Gyr and Customer are parties to that certain Software as a Service Agreement dated September 12, 2017 (the “**Prior Agreement**”) by which Customer required third-party hosted “software as a service” (the “**SaaS Services**,”) as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Landis+Gyr and Customer desire to amend and entirely restate the terms and conditions as currently described in the Prior Agreement, in this Amended and Restated Software as a Service Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions; Schedules.** Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, and/or other access keys or controls for access and use of the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Landis+Gyr or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Aggregated Statistics**” means data and information that is derived by or through Customer’s use of the SaaS Services that is used by Landis+Gyr in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states, Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

“Authorized Users” means any Customer employee, consultant, contractor or agent (a) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer under this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

“Business Day” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“Cloud Software” means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

“Customer Data” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Services or that incorporates or is derived from the Processing of such information, data or content by or through the SaaS Service.

“Customer Systems” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“Documentation” means any online user manuals for the SaaS Services as updated from time to time, that describes the functions, operation, and use of the SaaS Services, and that Landis+Gyr makes generally available to subscribers of the SaaS Services.

“Endpoints” means each of the following types of physical sensory-type devices installed for use in the delivery of any commodity e.g. electric, water, gas, distribution automation devices:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and
- ii. an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Cloud Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

“Error” has the meaning set forth in Schedule A.

“Error Correction” has the meaning set forth in Schedule A.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“**EAR**”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S Treasury Department’s

Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“**ITAR**”) maintained by the U.S. Department of State.

“**Fees**” has the meaning set forth in Section 6.2 Fees.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as intended by this Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**Intellectual Property Rights**” means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

“**Interfaces**” means Landis+Gyr’s file transfer communications interfaces and data feeds mechanisms between the Landis+Gyr Systems and the Customer’s Systems which are developed, operated, owned and maintained by Landis+Gyr pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

“**Landis+Gyr Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Landis+Gyr or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Landis+Gyr or its designee.

“**Landis+Gyr Materials**” means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Landis+Gyr’s performance of the Services, in each case developed or acquired by Landis+Gyr independently of this Agreement. For the avoidance of doubt, Landis+Gyr Materials include

Aggregated Statistics and any information, data, or other content derived from Landis+Gyr's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Landis+Gyr Personnel" means all employees and agents of Landis+Gyr, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Other Services" means all technical and non-technical services performed or delivered by Landis+Gyr under this SaaS Agreement, including without limitation, implementation services and other professional services and training services further defined in Section 2.1, but excluding the SaaS Services and the Support Services. All Other Services will be provided on a non-'work for hire' basis.

"Permitted Uses" means any use of the Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations in accordance with the Documentation.

"Person" means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

"Personal Data" or **"PII"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

"Representatives" means a party's employees, officers, directors, consultants, legal advisors and, with respect to Landis+Gyr, Landis+Gyr's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

"Security Incident" is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

"Security Breach/Data Breach" per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

"Services" means the SaaS Services, the Support Services and the Other Services.

"Support Services" means the maintenance and support services for the SaaS Services as further defined in Schedule A.

“**Supported Release**” means versions of Cloud Software currently supported by Landis+Gyr. Landis+Gyr will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

“**Suspend**” or “**Suspension**” means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

“**Territory**” means the Customer’s service territory.

“**Third Party Materials**” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not Proprietary to Landis+Gyr.

“**Upgrade**” means upgrading the Cloud Software to the most current generally available version.

2. Services and Service Orders.

2.1 Description of Services. Throughout the Term, Landis+Gyr will in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services:

- a) Access, in accordance with Section 2.2 of this Agreement, to the software-as-a service online web-based offering described in a Service Order and subject to the terms of this Agreement updated with Error Corrections, Improvements or modifications to the content, functionality and user interface from time to time at Landis+Gyr’s discretion (the “**SaaS Services**”), which upon their execution, will be attached as a part of this Agreement.
- b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- c) such other services as may be specified in the applicable Service Order.

2.2 SaaS Services Access License Grant. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Landis+Gyr hereby grants to Customer and its Authorized Users a non-exclusive, worldwide, terminable license to access and use the SaaS Service, including in operation with other software, hardware, systems, networks and services for Customer’s business purposes. Landis+Gyr will provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, access training, and Cloud Software upgrades for Customer’s productive use of such services.

2.3 Landis+Gyr will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime, service downtime or degradation caused by a Force Majeure Event, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.4 Service and Systems Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- 2.4.1 Landis+Gyr has and will retain sole control over the operation, provision, maintenance, and management of the Landis+Gyr Materials; and

- 2.4.2 Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Landis+Gyr Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Landis+Gyr; (ii) results obtained from any use of the Services or Landis+Gyr Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that Landis+Gyr shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify Landis+Gyr of any issues.
- 2.5 Documentation. Landis+Gyr represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.
- 2.6 Service Orders. Service Orders will be effective only when signed by Customer and Landis+Gyr. The initial Service Orders are attached hereto. Any modifications or changes to the Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to Fees, Landis+Gyr will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of Landis+Gyr's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the Fees, or delivery schedule.
- 2.7 Other Services Comprising of Professional Services. During the Term of this Agreement, Landis+Gyr may also perform certain Other Services comprising of implementation, consulting, training and/or support services as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable: a description of scope of the Other Services; the Fees (including any Reimbursable Expenses), and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement.
- 2.8 No Software Delivery Obligation. Landis+Gyr has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.
- 2.9 Use of Subcontractors. Landis+Gyr may from time to time in Landis+Gyr's discretion engage third parties to perform Services (each, a "**Subcontractor**").

- 2.10 Designation of Responsible Contacts. Customer will provide Landis+Gyr with current appropriate contact information such that Landis+Gyr may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.
- 2.11 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3. Customer Obligations

- 3.1 Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the Landis+Gyr Systems); and (b) provide all cooperation and assistance as Landis+Gyr may reasonably request to enable Landis+Gyr to exercise its rights and perform its obligations under and in connection with this Agreement. To the extent it becomes necessary for Landis+Gyr to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement, Customer will provide Landis+Gyr with such access. Unless otherwise stated in a Service Order, Customer agrees that it will not send or provide Landis+Gyr access to any Personal Data, whether in data or any other form. Should Customer mistakenly provide Personal Data to Landis+Gyr (including, but not limited to, Personal Data where Customer has no legal ground to share with Landis+Gyr or to process otherwise), Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems.
- 3.2 Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.
- 3.3 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Landis+Gyr's accessing, storing and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr exercise no control over the content of the information transmitted by Customer through the SaaS Services.
- 3.4 Suspension. If Landis+Gyr becomes aware that Customer's use of the SaaS Services violates the Permitted Uses, Landis+Gyr will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Landis+Gyr's request, then Landis+Gyr may Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, Landis+Gyr may immediately Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device if (a) Landis+Gyr reasonably believes Customer's use of the SaaS Services could adversely impact the SaaS Service, other customers' or their end users' use of the SaaS Service, or the Landis+Gyr network or servers used to provide the SaaS Service; (b) there is suspected unauthorized third-party access to the SaaS Service; (c) Landis+Gyr reasonably believes that immediate Suspension is required to comply with any applicable Law; or (d) Customer

is in breach of Section 4.2 (Use Restrictions) or specific terms for the relevant Service Order. Landis+Gyr will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Landis+Gyr will, unless prohibited by applicable Law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

4. Authorization Limitations and Restrictions.

4.1 Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Landis+Gyr hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Landis+Gyr Materials as Landis+Gyr may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:

- (a) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
- (b) prepare, reproduce, print, and download a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;
- (c) access and use (i) the SaaS Services for production uses and (ii) any applications provided by Landis+Gyr as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and
- (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Landis+Gyr Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2 Use Restrictions. Customer will not and will not knowingly permit any other Person to access or use the SaaS Services or Landis+Gyr Materials except as expressly permitted by this Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, except as this Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the SaaS Services or Landis+Gyr Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the SaaS Services or Landis+Gyr Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or Landis+Gyr Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the SaaS Services or Landis+Gyr Materials or access or use the SaaS Services or Landis+Gyr Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

- (e) use or authorize the use of the SaaS Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any SaaS Services or Landis+Gyr Materials, including any copy thereof;
- (g) access or use the SaaS Services or Landis+Gyr Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- (h) access or use the SaaS Services or Landis+Gyr Materials for purposes of competitive analysis of the SaaS Services or Landis+Gyr Materials, the development, provision or use of a competing software service or product or any other purpose that is to Landis+Gyr's detriment or commercial disadvantage;
- (i) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;
- (j) to transmit, store or process health information subject to the United States HIPAA regulations;
- (k) access or use of the Services for High Risk Activities; or
- (l) otherwise access or use the SaaS Services or Landis+Gyr Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.

4.3 Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Landis+Gyr the Fees attributable to the excess use in accordance with the applicable Service Order.

5. Term and Termination

5.1 Term. This Agreement commences on the Effective Date and continues until all Service Orders/SOW have expired or have been terminated. Except in the case of termination for breach by Landis+Gyr, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for Services provided prior to the effective date of termination, plus related taxes and expenses.

5.2 Term of Service Orders/SOWs. The term of each Service/SOW will be as specified in the applicable Service Order/SOW. Except as otherwise specified in a Service Order, SaaS Services will automatically renew for additional one (1) year periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.

5.3 Termination.

- (a) Landis+Gyr may terminate this Agreement, effective on written notice to Customer, if the SaaS Services is being used by Customer in violation of applicable Law.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

- (c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.
- 5.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate.
- 5.5 Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement, Limited Warranties and Limitations of Liability.
6. **Fees and Expenses**
- 6.1 Invoices. Invoices will be issued monthly in arrears for (i) the monthly SaaS Services Fees (ii) for time and materials in a Statement of Work and (iii) Reimbursable Expenses based on expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW. If Customer validly disputes any invoiced amount it will pay the undisputed amounts and provide written notice of the basis of that dispute to Landis+Gyr within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.
- 6.2 Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "**Fees**"). All Fees are due within thirty (30) days from the date of invoice.
- 6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:
- 6.3.1 Landis+Gyr may charge interest on the past due amount at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; and
- 6.3.2 Customer will reimburse Landis+Gyr for all reasonable costs incurred by Landis+Gyr in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees.
- 6.4 Fee Increases. Landis+Gyr's Fees are fixed for the duration described in the applicable Service Order. Thereafter, the Fees are subject to an adjustment in accordance with the Service Order.
- 6.5 Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer ("**Reimbursable Expenses**"), Landis+Gyr will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Landis+Gyr (i.e. long-distance charges), Landis+Gyr will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.6 Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the Services, other than taxes based upon Landis+Gyr's income. All amounts set forth in an applicable Service Order/SOW are exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized on invoices sent to Customer.

7. Intellectual Property Rights

- 7.1 Services and Landis+Gyr Materials. Subject to the limited rights granted hereunder, all rights, title, and interest in and to the Landis+Gyr Materials, including all Intellectual Property Rights therein, are and will remain with Landis+Gyr and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. In addition to the foregoing, Customer acknowledges that Landis+Gyr will have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze the Aggregated Statistics.
- 7.2 Ownership of Customer Data. As between Customer and Landis+Gyr and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.3. Customer will have sole responsibility for the accuracy, integrity and reliability of Customer Data. Customer acknowledges that Landis+Gyr exercises no control whatsoever over any Customer Data managed by Authorized Users while accessing the Service and that Customer is solely responsible for the Customer content.
- 7.3 Consent to Use Customer Data. During the Term of this Agreement, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Landis+Gyr, its Subcontractors and the Landis+Gyr Personnel to enforce this Agreement and exercise Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's rights and perform Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's obligations hereunder as well as to use and display Customer Data incorporated within the Aggregated Statistics.
- 7.4 Feedback. At its option, Customer may provide feedback and suggestions about Services to Landis+Gyr ("**Feedback**"). If Customer provides Feedback, then Landis+Gyr and its Affiliates may use the Feedback without restriction and obligation to Customer.

8. Confidentiality

- 8.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, source code and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, will not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party will use the Confidential Information solely for the performance of this Agreement and will not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees, officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, "**Representatives**") who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by

confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations will survive the termination of this Agreement and will continue for a period of five (5) years thereafter. Information need not be marked “Confidential” to be considered Confidential Information. “Confidential Information” includes any Confidential Information disclosed prior to the effective date of this Agreement. Any subcontractor retained pursuant to Section 2.6 will adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

- 8.2 Protection of Confidential Information. The Receiving Party will safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party will promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than to its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.
- 8.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party will remain the sole and exclusive property of such other party and that the receiving party will have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

9. Personal Data Privacy

- 9.1 Personal Data Privacy. Customer acknowledges that Landis+Gyr may, where Customer acts as a data controller and Landis+Gyr as data processor in relation to any Personal Data under this Agreement, processes Personal Data in accordance with Landis+Gyr Cloud Data Processing available at <https://www.landisgyr.com/landisgyr-data-processing-terms/>.

10. Security Requirements; Audits

- 10.1 Security Requirements. Landis+Gyr will employ security measures in accordance with Landis+Gyr’s security requirements available at <https://www.landisgyr.com/securityterms>. The process described therein will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts Landis+Gyr or Customer.
- 10.2 Audits.
- 10.2.1 Landis+Gyr shall provide to Customer, on at least an annual basis, Landis+Gyr’s review of the controls placed in operation and a test of operating effectiveness, as defined by Statement of Standards for Attestation Engagement No. 18, Reporting on Controls at Service Organizations (“SSAE-18”), or any standards amending or replacing SSAE 18 for covered Services defined by Landis+Gyr for or on behalf of Customer and issue SOC 1 (Type II) report and SOC 2 (Type II) reports thereon (collectively, “SOC Reports”).
- 10.2.2 Landis+Gyr shall provide to Customer Landis+Gyr ISO Certifications for Information Security Management Systems standards (ISO/IEC 27001).

- 10.2.3 Reports and certification audits shall be performed by Landis+Gyr's external auditors. Landis+Gyr shall address and rectify any deficiencies found in any SOC Report review.

11. Disaster Recovery

- 11.1 Disaster Recovery. Landis+Gyr will maintain reasonably prudent business resumption and disaster recovery plans and procedures. Upon request, Customer will have the right to review a summary of Landis+Gyr's then current plan. Landis+Gyr will test the operation and effectiveness of the plan at least annually. Upon request, Landis+Gyr will provide Customer with an annual summary audit report for disaster recovery effectiveness. If such tests reveal material deficiencies in the plan Landis+Gyr will respond with steps that will be taken to mitigate recovery deficiencies within a reasonable time frame. Landis+Gyr reserves the right to make the changes as required to the Disaster Recovery plan.

12. Mutual Indemnification

- 12.1 Indemnification by Landis+Gyr. Subject to this Agreement, Landis+Gyr shall defend and indemnify Customer against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base SaaS Services as contemplated hereunder infringes a United States patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Landis+Gyr; provided, that Customer (a) promptly gives written notice of the Claim to Landis+Gyr; (b) gives Landis+Gyr sole control of the defense and settlement of the Claim; and (c) provides to Landis+Gyr all available information, assistance and authority to defend; and (d) not have compromised or settled such proceeding without Landis+Gyr's prior written consent. Should the SaaS Services become, or in Landis+Gyr's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Landis+Gyr will in its sole discretion either: (a) obtain for Customer the right to use the SaaS Services; or (b) replace or modify the SaaS Services so that it becomes non-infringing.
- 12.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend and indemnify Landis+Gyr against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Landis+Gyr by a third party alleging that the Customer Data, the intellectual property rights of, or has otherwise harmed, a third party or breaches of the policy governing the acceptable use of the systems and the use restrictions listed in Section 4.2; provided, that Landis+Gyr (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Landis+Gyr of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.
- 12.3 Exceptions from Indemnification. Landis+Gyr will have no liability for any infringement or claim which results from: (a) use of the SaaS Services in combination with any non-Landis+Gyr-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Landis+Gyr's development of any Customer-specific changes or modifications to the SaaS Services or Other Services at Customer's request or instruction; or (c) use of the SaaS Services in a manner prohibited under this Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the Documentation if such infringement or claim would not have occurred but for such use. This Section states Landis+Gyr's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

13. Limitations of Liability

- 13.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) TIMES TOTAL AMOUNTS ACTUALLY PAID TO LANDIS+GYR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to:
- 13.3.1 Losses arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights) or Section 8 (Confidentiality); or
- 13.3.2 Losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.

14. Warranties; Disclaimer

- 14.1 Mutual warranty. Each party warrants that it has the status, authority and capacity to enter into this Agreement.
- 14.2 Landis+Gyr Warranty. Landis+Gyr warrants that (i) it will provide the Services in a professional workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) that the SaaS Services will perform materially in accordance with the Documentation, and be available in accordance with the SaaS Services Availability Target, and (iii) it owns or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein.
- 14.3 Additional Customer Warranty. Customer represents, warrants and covenants to Landis+Gyr that:
- (a) Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by Landis+Gyr and processed in accordance with this Agreement, Customer does not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy Laws or other rights of any third party or violate any applicable Law; and
- (b) prior to Customer's delivery to Landis+Gyr of any Customer Data that is outside of the Landis+Gyr Systems, Customer will implement and maintain current industry state-of-the-

art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

- 14.4 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LANDIS+GYR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS WARRANTIES, OR CONDITIONS INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LANDIS+GYR DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICES OR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER.

15. General Provisions.

- 15.1 Force Majeure Events. Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, pandemics, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.
- 15.2 Export. Each party shall comply with all Export Control Laws, executive orders or regulations applicable to its performance under this Agreement.
- 15.3 Independent Contractor. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.
- 15.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Landis+Gyr:

Landis+Gyr Technology, Inc.
30000 Mill Creek Avenue, Suite 100
Alpharetta, GA 30022
Attn: Legal Department

If to Customer:

City Of Waterloo
Box 206
100 W Fourth St
Waterloo, IL 62298-1333 US

Attn:

Facsimile: 618-939-8988

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 15.5 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement (including all Service Orders and other Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 15.7 Assignment. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 15.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.8 No Third-party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customer or up any other person or entity.
- 15.9 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 15.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.
- 15.11 Governing Law; Submission to Jurisdiction. This Agreement shall be governed by the laws of the State of Georgia, without regard to Georgia's conflict of laws principles and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located Fulton County. The Uniform Computer Information Transactions Act does not have any application to

this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.

- 15.12 Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 15.13 Equitable Relief. The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.
- 15.14 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.
- 15.15 Limitations on Actions. No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.
- 15.16 Schedules and Exhibits. All Schedules that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

Schedule A Service Level Agreement and Support Services

Schedule B Service Order; Pricing

Landis+Gyr may update the terms set forth in Schedules A and B provided the updates do not (a) result in a material degradation of the overall security of the SaaS Service; (b) expand the scope of or remove any restrictions on Landis+Gyr's Processing of Customer Data as described in the Landis+Gyr Cloud Data Processing and Security Terms, or (c) have a material adverse impact on Customer's rights in this Agreement. Such updates may be sent via a customer information letter (CIL).

- 15.17 Landis+Gyr is and shall remain in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.
- 15.17.1 Landis+Gyr and Subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, sex, gender, sexual orientation, LGBTQ+ status, gender identity, gender expression, pregnancy, marital status, religion, creed, national origin, ancestry, age, mental or physical disability, genetic information, medical condition, military or veteran status, or any other class or status protected by law.

- 15.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Landis+Gyr Technology, Inc.

City Of Waterloo

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Landis+Gyr Technology, Inc.

By:

Name:

Title:

Date:

SCHEDULE A
SERVICE LEVEL AGREEMENT
AND
SUPPORT SERVICES

All capitalized terms that are not defined in this Schedule will have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“Error” means any reproducible material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“Error Corrections” means modifications that correct Errors.

“Service Levels” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“Service Level Table” means the table set out in Section 2.4.

“Support Period” means the Service Order Term as set forth in the applicable Service Order.
2. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Landis+Gyr will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Landis+Gyr does or is required to perform any SaaS Services(each such calendar month, a **“Service Period”**), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (**“Availability Requirement”**). **“Available”** means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.
- 2.1 Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability Requirement to the extent that such downtime or degradation is due to any of the following (**“Exceptions”**):
 - (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
 - (b) failures of Customer's or its Authorized Users' Internet connectivity;
 - (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Landis+Gyr or its Subcontractor;
 - (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation;
 - (e) Force Majeure Event;

- (f) Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

3. Support and Maintenance Services. Landis+Gyr will provide Landis+Gyr's standard maintenance and support services for the SaaS Services (collectively, "**Support Services**") during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

3.1 Support Service Responsibilities. Landis+Gyr will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Landis+Gyr makes such resources available to its other customers.

3.2 Service Monitoring and Management. Landis+Gyr will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Landis+Gyr receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
 - i. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
 - ii. if Landis+Gyr's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Landis+Gyr trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and

caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

- iii. Landis+Gyr will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:
 - a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that Landis+Gyr provides at no additional charge to Landis+Gyr's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
 - b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

3.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 1 (Critical)</p> <ul style="list-style-type: none"> Production system is completely down or unavailable. Business critical applications or service severely impacted for which there is no reasonable work-around an error with no reasonable work-around that results in a complete disruption of daily work during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule. <p>Severity Level 1 issues must be reported by phone.</p>	Non-stop 24/7/365	Within 60 minutes	every 2 hours	24 hours	<p>Supervisor: Immediately Manager: 30 minutes Director: 1 hour VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions significant degradation in performance major system feature/function failure for which there is no reasonable work-around during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule. 	<p>As needed</p> <p>24/7/365</p>	Within 4 hours	1 calendar day	7 calendar days	<p>Supervisor: 1 hour Manager: 2 hours Director: at Manager's discretion VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality there is a low to medium impact to business functions but it is manageable using a reasonable work-around. 	During business hours	1 Business Day	3 Business Days	15 Business days	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 4 (Low)</p> <ul style="list-style-type: none"> general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system. 	During business hours	3 Business Days	5 Business Days	As decided jointly between the business and utility	<p>If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

3.5 Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide Landis+Gyr with:
 - i. prompt notice of any Errors; and
 - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
 - a. direct access to the Customer Systems and the Customer’s files and personnel;
 - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and
 - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

3.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced

troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr Personnel, to resolve Customer issues.

3.7 Submission Method. Customer can contact the Service Desk through:

- i. Telephone direct dial-in at 888.390.5733;
- ii. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at www.landisgyr.com.

4. Backup and Recovery. The SaaS Services do not replace the need for Customer to maintain regular data backups or redundant data archives. Landis+Gyr will conduct or have conducted at minimum, daily backups of Customer Data and perform or cause to be performed other periodic backups (snapshots, differential backups, etc.). At least one (1) backup will be stored online (directly accessible). Such copy will be less than one (1) week old and may be overwritten as it is replaced with newer backups. Weekly backups are stored for a minimum of one (1) month. Monthly backups are stored in a separate location for a minimum of one (1) year.

5. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“**BC**”) program (that includes Risk Assessment) and Disaster Recovery (“**DR**”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

SCHEDULE B
RESTATED
SERVICE ORDER NO. 1 AND PRICING

This Restated Service Order No. 1 (this “Service Order”) is part of and incorporated into the Amended and Restated SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

SCOPE OF SERVICE. Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

The Cloud Software provided to Customer consists of the following items:

- ☒ Command Center Production Environment (or its successor)
- ☐ Advanced Security
- ☐ Command Center Disaster Recovery Environment (or its successor)
- ☐ Command Center Test/Dev Environment (or its successor)

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends sixty (60) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive three (3) year periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **Service Fee**

- 3.1 The SaaS Services Fees, payable by Customer to Landis+Gyr, for the duration provided are shown in the table(s) below (the “**Initial Service Fees**”):

Command Center Pricing Table RF MESH

Command Center Pricing up to 25,000 Endpoints	Monthly Fee Year 1	Year 2	Year 3	Year 4	Year 5
10k-25k	\$2,495.00	\$2,995.00	\$3,705.00	\$3,705.00	\$3,705.00

For endpoints over 25,000 monthly SaaS Services Fees will be invoiced as shown below:

Tier	Price / Month
25,000 – 50,000	\$5,955.00
50,000 – 100,000	\$9,455.00

Should Customer's Endpoint population exceed 100,000 Endpoints, the parties will define an applicable SaaS Services Fee.

4. **Price Increases**

Following the Initial Service Fee duration, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr's right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

5. **Summary of Services Included in Service Order**

Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

- 5.1 **Project Coordination.** To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services such as during an Upgrade deployment. Customer to provide primary point of contact to work with the project coordinator.
- 5.2 **Installation and Configuration.** Installing the Cloud Software in the cloud setup with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW.

- 5.3 Upgrades; End of Support. Landis+Gyr and Customer will mutually agree on an Upgrade schedule for Cloud Software. Services include at least one (1) Cloud Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“EOS). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS notification period.
- 5.4 Integration(s). Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon.
- 5.6 Process Pass Through Fees. Landis+Gyr will process and invoice Customer for any mutually agreed upon pass through fees as applicable such as communication fees.

6. **Customer Responsibilities:**

- 6.1 Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, and Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer’s billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
- 6.3 Provide Network Gateway Communication. Customer is responsible for purchasing and physically maintaining all Network Gateway communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer’s employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer’s own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.
- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer’s location including Tech Studio and other field tools.

- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Cloud Software.
- 6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.

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:
December 18, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on \$100 Merchandise Voucher to Schnucks in
Recognition of Holiday Appreciation to Full-Time Employees.

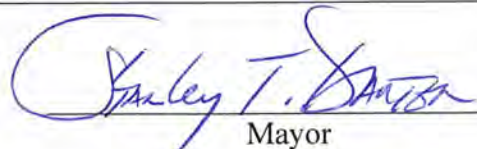
3. Relief or action to be requested:
Approval.

4. Submittal date: 12/05/2023

Submitted by: _____
Stanley T Darter, Mayor

DISPOSITION

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



Mayor

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
December 18, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Change Orders No. 1 through 4 on
Contract with Haier Plumbing & Heating for Water Transmission Facilities.

3. Relief or action to be requested:
Approval.

4. Submittal date: 12-13-2023

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

HAIER PLUMBING & HEATING

(Water Transmission Facilities)

Original Contract Price	\$11,310,660.26
Change order No. 1	\$ (638,134.56)
Change order No. 2 – Change contract completion times	
Change order No. 3 – Incorporation of IDNR Permit to satisfy loan condition #3	
Change order No. 4	\$ 304,234.22
Contract Price Incorporating these Change Orders	\$10,976,759.92

*See attached for details

SECTION 00 63 63

CHANGE ORDER NO.: 1

Owner:	City of Waterloo, Illinois	Owner's Project No.:	
Engineer:	HMG Engineers, Inc.	Engineer's Project No.:	7895.02
Contractor:	Haier Plumbing & Heating	Contractor's Project No.:	1477WWT
Project:	Water Transmission Facilities		
Contract Name:	Water Transmission Facilities		
Date Issued:	9-5-23	Effective Date of Change Order:	9-5-23

The Contract is modified as follows upon execution of this Change Order:

Description:

Change in pipe materials from PVC to HDPE

Attachments:

Haier Plumbing & Heating COR #1&2

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 11,310,660.26		Substantial Completion:	
		Ready for final payment:	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 11,310,660.26		Substantial Completion:	
		Ready for final payment:	
Decrease this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 638,134.56		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 10,672,525.70		Substantial Completion:	
		Ready for final payment:	

Recommended by Engineer (if required)

By: Justin Vander Haar

Title: Project Manager

Date: 9-5-23

Authorized by Owner

By: Shirley T. Davis

Title: Mayor

Date: 9-5-23

Accepted by Contractor

James C. Powell

President - Haier Plbg. + Htg., Inc.

9-7-23

Approved by Funding Agency (if applicable)



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF WATERLOO - WATER TRANSMISSION FACILITIES

CHANGE ORDER REQUEST #1 - 1477WWT

TO: Justin Vonder Haar, HMG
E-mail: jvonderhaar@hmgengineers.com

DATE: 26-Jun-23

RE: **Price Adjustments Due to Change in Pipe**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Original Contract Pricing					
4	14" DR18 C900 PVC WATER MAIN	-1237	LF	\$ 103.38	\$ (127,881.06)
9	14" RESTRAINED JOINT C900 DR18 PVC DIRECTIONAL BORE WATER MAIN	-135	LF	\$ 126.00	\$ (17,010.00)
10	14" RESTRAINED JOINT C900 DR18 PVC DIRECTIONAL BORE WATER MAIN IN 18" WATER QUALITY CASING	-115	LF	\$ 288.00	\$ (33,120.00)
11	14" RESTRAINED JOINT C900 DR18 PVC WATER MAIN IN 18" WATER QUALITY CASING	-21	LF	\$ 240.00	\$ (5,040.00)
Revised Contract Pricing due to change in pipe					
4	16" DR11 HDPE WATER MAIN	1237	LF	\$ 94.50	\$ 116,896.50
9	16" DR11 HDPE DIRECTIONAL BORE WATER MAIN	135	LF	\$ 145.00	\$ 19,575.00
10	16" DR11 HDPE DIRECTIONAL BORE WATER MAIN IN 24" WATER QUALITY CASING	115	LF	\$ 375.00	\$ 43,125.00
11	16" DR11 HDPE WATER MAIN IN 24" WATER QUALITY CASING	21	LF	\$ 240.00	\$ 5,040.00
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 1,585.44

Prepared by: James Rossel



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
 Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF WATERLOO - WATER TRANSMISSION FACILITIES

CHANGE ORDER REQUEST #2 - 1477WWT

TO: Justin Vonder Haar, HMG
 E-mail: jvonderhaar@hmgengineers.com

DATE: 31-Aug-23

RE: **Change in Pipe (Lines 5 & 6)**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Original Contract Pricing					
6	16" C900 DR18 PVC Water Main	-10662	LF	\$ 123.30	\$ (1,314,624.60)
					\$ -
					\$ -
Changed to 16" HDPE DR13.5					
5	16" HDPE DR13.5 Finished Water Main	10662	LF	\$ 63.30	\$ 674,904.60
					\$ -
					\$ -
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ (639,720.00)

Prepared by: James Rossel

SECTION 00 63 63

CHANGE ORDER NO.: 2

Owner:	City of Waterloo, Illinois	Owner's Project No.:	
Engineer:	HMG Engineers, Inc.	Engineer's Project No.:	7895.02
Contractor:	Haier Plumbing & Heating	Contractor's Project No.:	1477WWT
Project:	Water Transmission Facilities		
Contract Name:	Water Transmission Facilities		
Date Issued:	9-13-23	Effective Date of Change Order:	9-13-23

The Contract is modified as follows upon execution of this Change Order:

Description:

Change contract completion times

Attachments:

None

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 11,310,660.26		Substantial Completion:	06/29/24
		Ready for final payment:	08/13/24
Decrease from previously approved Change Orders No. 1		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :	
\$ 638,134.56		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 10,672,525.70		Substantial Completion:	06/29/24
		Ready for final payment:	08/13/24
No Change this Change Order:		Increase this Change Order:	
\$ 0		Substantial Completion:	06/30/24
		Ready for final payment:	08/14/24
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 10,672,525.70		Substantial Completion:	06/30/24
		Ready for final payment:	08/14/24

Recommended by Engineer (if required)

By: Justin Vander Haar

Title: Project Manager

Date: 9-13-23

Authorized by Owner

By: Shirley T. Davenport

Title: Mayor

Date: 9-13-2023

Accepted by Contractor

Approved by Funding Agency (if applicable)

SECTION 00 63 63

CHANGE ORDER NO.: 3

Owner: City of Waterloo, Illinois Owner's Project No.:
 Engineer: HMG Engineers, Inc. Engineer's Project No.: 7895.02
 Contractor: Haier Plumbing & Heating Contractor's Project No.: 1477WWT
 Project: Water Transmission Facilities
 Contract Name: Water Transmission Facilities
 Date Issued: 10-4-23 Effective Date of Change Order: 10-4-23

The Contract is modified as follows upon execution of this Change Order:

Description:

Incorporation of IDNR Permit to satisfy loan condition #3.

Attachments:

IDNR Letter and IDNR Permit

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 11,310,660.26	Substantial Completion: 06/29/24
	Ready for final payment: 08/13/24
Decrease from previously approved Change Orders No.1 to No. 2:	Increase from previously approved Change Orders No.1 to No. 2:
\$ 638,134.56	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 10,672,525.70	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24
No Change this Change Order:	No Change this Change Order:
\$ 0	Substantial Completion:
	Ready for final payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 10,672,525.70	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24

Recommended by Engineer (if required)

By: Justin Vander Haar

Title: Project Manager

Date: 10-4-23

Authorized by Owner

By: Tim Buil

Title: Director of Public Works

Date: 10-4-2023

Accepted by Contractor

James C. Rosel

President - Haier Plumbing

10/4/23

Approved by Funding Agency (if applicable)



Illinois Department of Natural Resources

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

June 02, 2023

Jesse Tinch
IDNR - Office of Water Resources
One Natural Resources Way
Springfield, IL 62702 1271

RE: Water Transmission Facilities
Project Number(s): 2316075 [S20230076]
County: Monroe

Dear Applicant:

This letter is in reference to the project you recently submitted for consultation. The natural resource review provided by EcoCAT identified protected resources that may be in the vicinity of the proposed action. The Department has evaluated this information and concluded that adverse effects are unlikely. Therefore, consultation under 17 Ill. Adm. Code Part 1075 is terminated.

However, the Department recommends all work occur between November 1st and March 20th to avoid impacts to state-listed reptile and amphibian species. The project was also reviewed for cultural resource impacts and was determined to be in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended with the condition that archaeological site 11MO477 must be monitored by a professional archaeologist during all ground disturbing activities relating to the water main construction, per the attached SHPO letter dated 11-15-2021.

This consultation is valid for two years unless new information becomes available that was not previously considered; the proposed action is modified; or additional species, essential habitat, or Natural Areas are identified in the vicinity. If the project has not been implemented within two years of the date of this letter, or any of the above listed conditions develop, a new consultation is necessary.

The natural resource review reflects the information existing in the Illinois Natural Heritage Database at the time of the project submittal, and should not be regarded as a final statement on the site being considered, nor should it be a substitute for detailed site surveys or field surveys required for environmental assessments. If additional protected resources are encountered during the project's implementation, you must comply with the applicable statutes and regulations. Also, note that termination does not imply IDNR's authorization or endorsement of the proposed action.

Please contact me if you have questions regarding this review.

Bradley Hayes



Illinois Department of **Natural Resources**

One Natural Resources Way Springfield, Illinois 62702-1271
<http://dnr.state.il.us>

JB Pritzker, Governor

Natalie Phelps Finnie, Director

Bradley Hayes
Division of Ecosystems and Environment
217-785-5500



**Illinois
Department of
Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271
www.dnr.illinois.gov

June 8, 2023

SUBJECT: Permit No. DS2023042
Project Title: Water Transmission Facilities
Mississippi River
Monroe County

Attn: Tim Birk
City of Waterloo
100 W 4th Street
Waterloo, IL 62298

Dear Tim Birk:

Enclosed is Illinois Department of Natural Resources, Office of Water Resources Permit No. DS2023042 authorizing the subject project. This approval is based on the determination that the project complies with the rules for Construction in Floodways of Rivers, Lakes, and Streams (17 IAC Ch. I, Sec. 3700).

This permit does not supersede any other federal, state, or local authorizations that may be required for the project. Attached is a letter from Bradley Hayes, with Illinois Department of Natural Resources, Office of Realty and Capital Planning, Division of Ecosystems and Environment, dated June 2, 2023. The letter provides a recommendation. The letter also refers to a condition and a letter from the State Historic Preservation Office.

If any changes of the permitted work are found necessary, revised plans should be submitted promptly to this office for review and approval. Also, this permit expires on the date indicated in Condition (13). If unable to complete the work by that date, the permittee may make a written request for a time extension.

Please feel free to contact Jesse Tinch of my staff at 217/782-4545 if you have any questions concerning this authorization.

Sincerely,

William B. Milner Jr, P.E., CFM
Section Chief, Downstate Regulatory Programs

WBM: JT: EW
Enclosure

cc: USACE, St. Louis District (Regulatory Branch)
HMG Engineers, Inc. (Justin Vonder Haar) w/ letter dated June 2, 2023
Village of Valmeyer, Floodplain Administrator
Monroe County, Floodplain Administrator
IEPA, Infrastructure Financial Assistance Section (Chad Rice) via email



PERMIT NO. DS2023042

DATE: June 8, 2023

State of Illinois
Department of Natural Resources, Office of Water Resources

Permission is hereby granted to:

CITY OF WATERLOO
100 WEST 4TH STREET
WATERLOO, ILLINOIS 62298

to construct access roads, a water main, and three well platforms with fencing around each well site in Section 3, Township 3 South, Range 11 West and Sections 34 and 35, Township 2 South, Range 11 West of the 3rd Principal Meridian in Monroe County,

in accordance with an application dated April 3, 2023, an email dated May 2, 2023 from HMG Engineers, Inc., and the plans and specifications entitled:


WATER TRANSMISSION FACILITIES
WATERLOO, ILLINOIS

(Sheet Nos. 1 – 4, Received via an email dated 4/24/2023);
(Sheet Nos. RW-34, RW-35 and RW-36, Received via an email dated 4/24/2023);
(Sheet No. RW-1, Plot date 01-25-22, Received with application form);
(Sheet Nos. RW-2 – RW-16, Plot date 01-16-23, Received with application form);
(Sheet No. 4, Plot date 01-25-22, Received with application form);
(Sheet No. 6, Plot date 02-08-23, Received with application form); and
(Sheet No. RW-E-3, Dated 02-23, Received with application form).

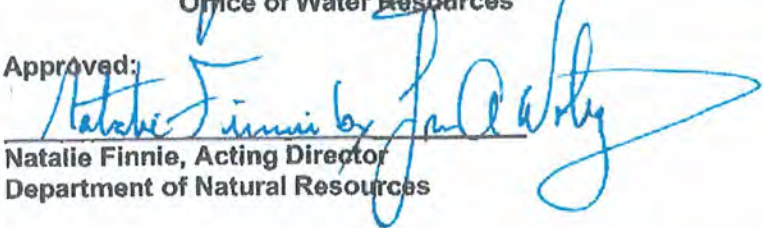
Examined and Recommended:


William B. Milner Jr, Section Chief
Downstate Regulatory Programs

Approval Recommended:


Loren A. Wobig, Director
Office of Water Resources

Approved:


Natalie Finnie, Acting Director
Department of Natural Resources

THIS PERMIT IS SUBJECT TO THE FOLLOWING CONDITIONS:

- 1) This permit is granted in accordance with the Rivers, Lakes and Streams Act "615 ILCS 5."
- 2) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the activity or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
- 3) This permit does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.
- 4) This permit does not relieve the permittee of the responsibility to obtain other federal, state, or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approvals from any federal or other state agency to do the work, this permit is not effective until the federal and state approvals are obtained. If construction does not begin within two years of the date of this permit, the permittee must submit the project to EcoCAT (<https://dnr2.illinois.gov/EcoPublic/>) for an updated consultation under the Illinois Endangered Species Protection Act and the Illinois Natural Areas Preservation Act.
- 5) The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
- 6) In public waters, if future need for public navigation or other public interest by the state or federal government necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or the permittee's successors as required by the Department or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.
- 7) The execution and details of the work authorized shall be subject to the review and approval of the Department. Department personnel shall have the right of access to accomplish this purpose.
- 8) Starting work on the activity authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.
- 9) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any substantive statement or representation made by the permittee is found to be false, this permit will be revoked; and when revoked, all rights of the permittee under the permit are voided.
- 10) In public waters, the permittee and the permittee's successors shall make no claim whatsoever to any interest in any accretions caused by the activity.
- 11) In issuing this permit, the Department does not ensure the adequacy of the design or structural strength of the structure or improvement.
- 12) Noncompliance with the conditions of this permit will be considered grounds for revocation.
- 13) If the construction activity permitted is not completed on or before December 31, 2026, this permit shall cease and be null and void.

SECTION 00 63 63

CHANGE ORDER NO.: 4

Owner:	City of Waterloo, Illinois	Owner's Project No.:	
Engineer:	HMG Engineers, Inc.	Engineer's Project No.:	7895.02
Contractor:	Haier Plumbing & Heating	Contractor's Project No.:	1477WWT
Project:	Water Transmission Facilities		
Contract Name:	Water Transmission Facilities		
Date Issued:	12-4-23	Effective Date of Change Order:	12-4-23

The Contract is modified as follows upon execution of this Change Order:

Description:

Increase in casing size and deletion of control valves at wells and additional rock bore quantity.

Attachments:

Haier Plumbing Change Order Request 3 and 4

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 11,310,660.26	Substantial Completion: 06/29/24
	Ready for final payment: 08/13/24
Decrease from previously approved Change Orders No.1 to No.3.	Increase from previously approved Change Orders No.1 to No. 3:
\$ 638,134.56	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 10,672,525.70	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24
Increase this Change Order:	No Change this Change Order:
\$ 304,234.22	Substantial Completion:
	Ready for final payment:
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 10,976,759.92	Substantial Completion: 06/30/24
	Ready for final payment: 08/14/24

Recommended by Engineer (if required)

By: Justin Vonder Haar
 Title: Project Manager
 Date: 12-4-23

Authorized by Owner

By: _____
 Title: Director of Public Works
 Date: _____

Accepted by Contractor

Approved by Funding Agency (if applicable)



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271
Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF WATERLOO - WATER TRANSMISSION FACILITIES

CHANGE ORDER REQUEST #3 - 1477WWT

TO: John Wieter, HMG

DATE: 12-Oct-23

E-mail: jwieter@hmgengineers.com

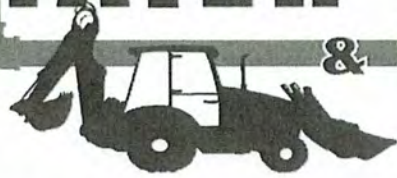
REVISED

RE: Waterloo Well No. 1, 2, and 3 (Brotcke Well & Pump)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
1	Well No. 1 and 2: Cost of material, labor and equipment to increase the screen and casing to 20" diameter - per letter from Brotcke Well & Pump.	2	EA	\$ 13,531.00	\$ 27,062.00
	Well No. 3: Cost of material, labor and equipment to increase the screen and casing to 24" diameter - per letter from Brotcke Well & Pump.	1	EA	\$ 22,670.00	\$ 22,670.00
	SUB-TOTAL				\$ 49,732.00
	BONDING			1.50%	\$ 745.98
	OVERHEAD			2.00%	\$ 994.64
	MARK-UP			5%	\$ 2,486.60
	TOTAL CHANGE AMOUNT FOR BROTCKE WORK				\$ 53,959.22
2	Removal of Control Valves	-3	EA	\$ 13,975.00	\$ (41,925.00)
	TOTAL CHANGE ORDER REQUEST AMOUNT				\$ 12,034.22

Prepared by: James Rossel

HAIER PLUMBING & HEATING, INC.



301 North Elkton Street - P. O. Box 400 - Okawville, IL 62271

Phone: 618-243-5908 - Fax: 618-243-5900

CITY OF WATERLOO - WATER TRANSMISSION FACILITIES

CHANGE ORDER REQUEST #4 - 1477WWT

TO: Justin Vonder Haar, HMG

DATE: 27-Nov-23

E-mail: jvonderhaar@hmgengineers.com

RE: **QUANTITY OVERAGE - LINE 13**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
	Original Contract Pricing				
13	16" HDPE DR13.5 DIRECTIONAL BORE FINISHED WATER MAIN, (ROCK BORE)	487	LF	\$ 600.00	\$ 292,200.00
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL CHANGE ORDER REQUEST AMOUNT					\$ 292,200.00

AGENDA REQUEST

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

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

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Change Orders No. 1 and No. 2 on
Contract with Korte & Luitjohan for Water Supply & Treatment Facilities.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-13-2023

Submitted by:

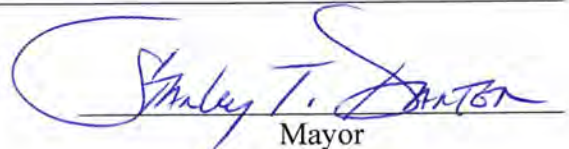
Tim Birk, Director of Public Works

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

KORTE & LUITJOHAN

(Water Supply & Treatment Facilities)

Original Contract Price	\$15,988,500.00
Change order No. 1	\$ 40,131.66
Change order No. 2	\$ 16,740.84
Contract Price Incorporating these Change Orders	\$16,045,372.50

*See attached for details

SECTION 00 63 63

CHANGE ORDER NO.: 1

Owner: City of Waterloo, Illinois Owner's Project No.: _____
 Engineer: HMG Engineers, Inc. Engineer's Project No.: 7895.01
 Contractor: Korte & Luitjohan Construction, Inc. Contractor's Project No.: _____
 Project: Water Supply & Treatment Facilities
 Contract Name: Water Supply & Treatment Facilities
 Date Issued: 9/13/23 Effective Date of Change Order: 9/13/23

The Contract is modified as follows upon execution of this Change Order:

Description:

Time Extension and Miscellaneous additions and subtractions to the project.

Attachments:

Change Order Request forms from Korte & Luitjohan,

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>15,988,500.00</u>		Substantial Completion: <u>06/26/24</u>	
		Ready for final payment: <u>09/24/24</u>	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ _____		Substantial Completion: _____	
		Ready for final payment: _____	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>15,988,500.00</u>		Substantial Completion: <u>06/26/24</u>	
		Ready for final payment: <u>09/24/24</u>	
Increase this Change Order:		Increase this Change Order:	
\$ <u>40,131.66</u>		Substantial Completion: <u>06/27/24</u>	
		Ready for final payment: <u>10/25/24</u>	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>16,028,631.66</u>		Substantial Completion: <u>06/27/24</u>	
		Ready for final payment: <u>10/25/24</u>	

<p>Recommended by Engineer (if required)</p> <p>By: <u>[Signature]</u></p> <p>Title: <u>Engineer</u></p> <p>Date: <u>9/13/23</u></p> <p>Authorized by Owner</p> <p>By: <u>Tim Burk</u></p> <p>Title: <u>Director of Public Works</u></p> <p>Date: <u>9-13-23</u></p>	<p>Accepted by Contractor</p> <p>_____</p> <p>_____</p> <p>Approved by Funding Agency (if applicable)</p> <p>_____</p> <p>_____</p>
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Request For Change Order

K&L RFC Quote #
2318003
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	Page
7/28/2023	8/26/2023	Additional Check Valves	1 of 1

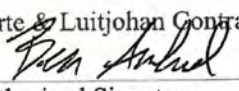
Provide and install three (3) additional check valves on the low service pump effluent piping, per RFI #7 response

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Material	9,350.00	9,350.00
1	K&L Install Labor	1,782.45	1,782.45
1	15% markup	1,402.50	1,402.50
1	K&L Project Manager	264.70	264.70
1	.875% Payment & Performance Bond	112.00	112.00

TOTAL CHANGE ORDER AMOUNT 12,911.65

CONTRACTED BY:

Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23

Title

Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Dir of Pw. 9-5-2023

Title

Date

Total: 12,911.65



Request For Change Order

K&L RFC Quote #
2318004
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
8/10/2023	9/8/2023	Concrete & Masonry Changes	1 of 1

Additional costs associated with revised building concrete and masonry presented in the construction plans provided on 7/24/23.

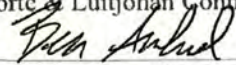
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	K&L additional excavation & backfill labor	4,113.45	4,113.45
1	K&L additional concrete install	19,272.38	19,272.38
20	Additional cu yds of concrete	130.00	2,600.00
15	Additional tonnage of stone backfill	20.00	300.00
1	Misc material (waterstop, lumber, fasteners, etc.)	650.00	650.00
1	K&L 15% markup	4,040.37	4,040.37
16	K&L Project Manager	132.35	2,117.60
1	Gass Masonry credit	-1,500.00	-1,500.00
1	R P Coatings credit	-3,300.00	-3,300.00
1	United Ironworkers additional concrete reinforcement	15,502.00	15,502.00
1	K&L 5% markup on subs	775.10	775.10
1	.875% payment & performance bond	390.00	390.00

TOTAL CHANGE ORDER AMOUNT 44,960.90

Total: **44,960.90**

CONTRACTED BY:

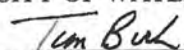
Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23
Title Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Dir. P. W. 9-5-2023
Title Date



Request For Change Order

K&L RFC Quote #
2318002
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
7/28/2023	8/26/2023	Additional Yard Hydrant	1 of 1

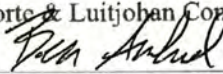
Cost to provide and install an additional yard hydrant on revised plan sheet 1-P-3.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	Material	1,086.12	1,086.12
1	K&L Install Labor	1,176.68	1,176.68
1	15% markup	339.42	339.42
1	.875% Payment & Performance Bond	22.78	22.78

TOTAL CHANGE ORDER AMOUNT 2,625.00

CONTRACTED BY:

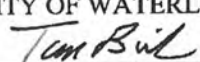
Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23
Title Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Dwight P. W. 9-5-23
Title Date

Total: **2,625.00**



Request For Change Order

K&L RFC Quote #
2318005
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
8/1/2023	8/30/2023	Electrical Changes	1 of 1

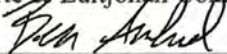
Additional cost to provide a complete electrical installation, per the changes listed below and present on the construction plans issued on 7/24/23

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	Pyramid Electric	2,796.97	2,796.97
1	3-E-12: Added two (2) 2P30A breakers and one (1) 1P15A breaker	0.00	0.00
1	3-E-14: Changed feeder size on P100, P101, P300, and P301 from 3/0 to 350KCMIL, added conduit P103, and credit for 3" conduit	0.00	0.00
1	5% markup on subs	139.85	139.85
1	K&L Project Manager	264.70	264.70
1	.875% Payment & Performance Bond	28.01	28.01

TOTAL CHANGE ORDER AMOUNT 3,229.53

CONTRACTED BY:

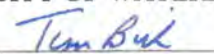
Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23
Title Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Director of Public Works 9-11-23
Title Date

Total: **3,229.53**



Request For Change Order

K&L RFC Quote #
2318007
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
9/6/2023	10/5/2023	Misc. Credits	1 of 1

Misc. credits for removal of scope and substituted material items

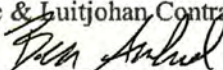
QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDER
1	Material and labor credit for supply and install of VCT flooring and associated vinyl cove base	-4,790.00	-4,790.00
1	Material credit to supply galvanized handrail, in lieu of aluminum handrail, at reactor pit and reactor stairs	-6,000.00	-6,000.00
1	Material credit to supply galvanized grating, in lieu of aluminum grating	-8,030.75	-8,030.75
1	.875% payment and performance bond	-164.68	-164.68

TOTAL CHANGE ORDER AMOUNT -18,985.43

Total: -18,985.43

CONTRACTED BY:

Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23
Title Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Director of Public Works 9-11-23
Title Date



Request For Change Order

K&L RFC Quote #
2318006
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
8/14/2023	9/12/2023	Exterior Signage Credit	1 of 1

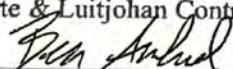
Credit to remove the 8" aluminum block letter signage from the exterior of the Waterloo WTP building.

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	Material credit for 8" aluminum letters spelling "Water Treatment Facility City of Waterloo, Illinois	-2,520.00	-2,520.00
1	K&L labor credit	-2,050.00	-2,050.00
1	.875% payment & performance bond	-39.99	-39.99

TOTAL CHANGE ORDER AMOUNT -4,609.99

CONTRACTED BY:


Korte & Luitjohan Contractors, Inc.


Authorized Signature

Project Manager 9/12/23
Title Date

ACCEPTED BY:

CITY OF WATERLOO


Accepted Signature

Director of P. Works 9-11-23
Title Date

Total: **-4,609.99**

SECTION 00 63 63

CHANGE ORDER NO.: 2

Owner: City of Waterloo, Illinois Owner's Project No.:
 Engineer: HMG Engineers, Inc. Engineer's Project No.: 7895.01
 Contractor: Korte & Luitjohan Construction, Inc. Contractor's Project No.:
 Project: Water Supply & Treatment Facilities
 Contract Name: Water Supply & Treatment Facilities
 Date Issued: 12/4/23 Effective Date of Change Order: 12/4/23

The Contract is modified as follows upon execution of this Change Order:

Description:

Pre-engineered metal building additional framing

Attachments:

Change Order Request form from Korte & Luitjohan

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 15,988,500.00		Substantial Completion: 06/26/24	
		Ready for final payment: 09/24/24	
Increase from previously approved Change Orders No. 1 to No. 1.		Increase from previously approved Change Orders No.1 to No. 1	
\$		Substantial Completion: 06/27/24	
		Ready for final payment: 10/25/24	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 16,028,631.66		Substantial Completion: 06/27/24	
		Ready for final payment: 10/25/24	
Increase this Change Order:		No change this Change Order:	
\$ 16,740.84		Substantial Completion:	
		Ready for final payment:	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 16,045,372.50		Substantial Completion: 06/27/24	
		Ready for final payment: 10/25/24	

Recommended by Engineer (if required)

By:

Title: Project Manager

Date:

Authorized by Owner

By:

Title: Director of Public Works

Date:

Accepted by Contractor

Approved by Funding Agency (if applicable)

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Request For Change Order

K&L RFC Quote #
2318010
WATERLOO-WTP

KORTE & LUITJOHAN CONTR. INC.
12052 HIGHLAND RD.
HIGHLAND, IL 62249
Phone: (618) 654-9877
Fax: (618) 654-9778

CITY OF WATERLOO
TO 100 W. 4TH STR.
WATERLOO, IL 62298

QUOTE DATE	VALID THRU	FOR	PAGE
11/29/2023	12/28/2023	PEMB Additional Framing	1 of 1

Supply and install of additional PEMB framing and trims for five (5) roof and five (5) exterior wall openings

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED
1	American Buildings - Additional Detailing & Material	10,480.63	10,480.63
1	Beloman - Credit for supply of roof curbs	-1,145.00	-1,145.00
1	United Ironworkers - Install of additional framing & trims	7,260.00	7,260.00
1	.875 Payment & Performance Bond	145.21	145.21

TOTAL CHANGE ORDER AMOUNT 16,740.84

CONTRACTED BY:

Korte & Luitjohan Contractors, Inc.

Authorized Signature

Title

Date

ACCEPTED BY:

CITY OF WATERLOO

Accepted Signature

Title

Date

Total: **16,740.84**

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:
December 18, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Approval of Change Order No. 1 on Contract with
Caldwell Tanks, Inc. for 500,000 Gallon Elevated Tank.

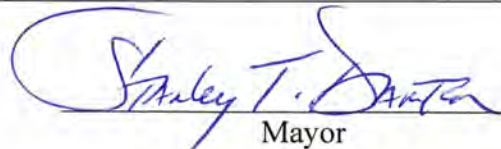
3. Relief or action to be requested:
Approval.

4. Submittal date: 12-13-2023

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

CALDWELL TANKS, INC.
(500,00 Gallon Elevated Tank)

Original Contract Price	\$ 3,859,000.00
Change order No. 1	\$ (54,661.73)
Contract Price Incorporating this Change Order	\$ 3,804,338.27

*See attached for details

SECTION 00 63 63

CHANGE ORDER NO.: 1

Owner:	City of Waterloo	Owner's Project No.:	
Engineer:	HMG Engineers, Inc.	Engineer's Project No.:	7895.04
Contractor:	Caldwell Tanks, Inc.	Contractor's Project No.:	C.T.I. E-9263
Project:	500,000 Gallon Elevated Tank		
Contract Name:	500,000 Gallon Elevated Tank		
Date Issued:	12-4-23	Effective Date of Change Order:	12-4-23

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional flowable fill for foundation base mat and deletion of interior concrete painting

Attachments:

Caldwell PCO #1 and #2

Change In Contract Price		Change In Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 3,859,000.00		Substantial Completion:	July 30, 2024
		Ready for final payment:	September 13, 2024
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:	
\$ 0		Substantial Completion:	
		Ready for final payment:	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 3,859,000.00		Substantial Completion:	July 30, 2024
		Ready for final payment:	September 13, 2024
Decrease this Change Order:		Increase this Change Order:	
\$ 54,661.73		Substantial Completion:	3 days
		Ready for final payment:	3 days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 3,804,338.27		Substantial Completion:	August 2, 2024
		Ready for final payment:	September 16, 2024

Recommended by Engineer (if required)		Accepted by Contractor	
By:	<u>Justin Vander Horst</u>		
Title:	Project Manager		
Date:	12-4-23		
Authorized by Owner		Approved by Funding Agency (if applicable)	
By:			
Title:	Director of Public Works		
Date:			



October 18, 2023

HMG Engineers
Attn: John Wieter and Justin Vonder Haar
9360 Holy Cross Lane
Breese, IL 62230

**RE: HMG – City of Waterloo, IL
500,000 Gallon Composite Water Tower
Project #7895.04
C.T.I. E-9263**

Subject: Additional Rock Excavation and Mud Slab Installation for the Foundation

Dear Mr. Wieter and Vonder Haar:

Earlier this month, I notified the team of additional work that had to be performed to achieve the required bearing for the tank foundation. As you are aware, our Civil Subcontractor had encountered bedrock at the tank foundation location at elevation 648.57 versus the 647.30 noted in the Geotechnical Report at Boring #9. Ultimately, we encountered rock 1.27 feet higher than the boring indicated. The rock not being level or symmetrical required and caused greater depths throughout the excavation.

Our Civil Subcontractor was able to remove the rock and backfill the area with a concrete mud slab. As such, we are not requesting compensation for the additional efforts exerted to remove these additional layers of rock encountered. However, we are requesting compensation for the additional quantities of the concrete mud mat installed on October 2, 2023.

Please see the attached invoice for the concrete mud lab fill for the Waterloo tank foundation excavation.

Originally, the team had anticipated 20 Cy of concrete for the mud slab, however due to the unanticipated layers of rock the excavation required an actual 54 cubic yards of the concrete mud slab. Attached is the documentation on the elevations of the rock encountered in uncontrolled layers during excavation and ultimately removed.

Breakdown of the foundation mud slab installation:

Concrete Mud Slab \$137.00 per yard	34 CYDS	\$4,658.00
Laborer hours to pour the concrete \$98.00 per hour	12 Hrs.	\$1,176.00
Subcontractor Subtotal		\$5,834.00
Subcontractor OH&P	10%	\$583.40
PCOR Subtotal		\$6,417.40
Caldwell OH&P	5%	\$320.87
Total PCOR #1		\$6,738.27

Caldwell is requesting a change order be issued for \$6,738.27 and to extend our project schedule by (3) three additional days to account for these unforeseen conditions. This would cover the actual work completed, coordination of the task, final scheduling and procurement of the equipment and materials needed to accomplish this work. Please note we are not requesting compensation for the additional excavation or the removal of the rock, but only for the concrete mud slab material and labor to support the installation of it.

We appreciate your time to review and evaluation of this PCO. If you have any questions, please feel free to call me on my cell: (502)974-2242 or email: tsnellen@caldwelltanks.com.

Sincerely,

Tina Snellen
Project Manager



November 17, 2023

HMG Engineers
Attn: John Wieter and Justin Vonder Haar
9360 Holy Cross Lane
Breese, IL 62230

**RE: HMG – City of Waterloo, IL
500,000 Gallon Composite Water Tower
Project #7895.04
C.T.I. E-9263**

Subject: PCO#2 Removal of Acrylic-Epoxy Coating System on Interior Concrete Shaft

Dear Mr. Wieter and Vonder Haar:

Per your review of the P1 submittal, Caldwell was requested to provide a cost deduct for the removal of the interior of the concrete shaft Acrylic – Epoxy coating.

Please find the cost reduction for the removal of the coating system below:

Coatings (\$61,400.00)

We appreciate your time to review and evaluation of this PCO. If you have any questions, please feel free to call me on my cell: (502)974-2242 or email: tsnellen@caldwelltanks.com.

Sincerely,

Tina Snellen
Project Manager

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Waiver of Building Permit and Inspection Fees for the
Monroe County Fair Association, for the construction of a storage building, located
at 4177 State Route 156.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-13-2023

Submitted by:

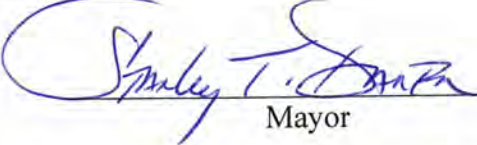
Nathan Krebel, Zoning/Subdivision Administrator

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

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-12-2023
Re: Monroe County Fairgrounds

Mr. Ronald Mueller is requesting the building permit and inspection fees to be waived at the Monroe County Fairgrounds. The Monroe County Fair Association (a non-profit organization) is wanting to build a 1,200 square foot storage building which will be used for tractors and equipment that is used to maintain the property. The proposed building meets zoning setbacks.

Respectfully,

A handwritten signature in blue ink, appearing to read "Nath Krebel", is written over a horizontal line.

Nathan Krebel
Zoning/Subdivision Administrator

Nathan Krebel
Waterloo Zoning Administrator
100 West Fourth Street
Waterloo, IL 62298

I want to request that the associated city building and inspection fees be waived for the storage building construction, as we are a non-profit organization attempting to upgrade our public facilities.

Please contact me if you have questions or if I need to provide additional information etc.

Thanks

Ron Mueller, Vice President
Monroe County Fair Association
P.O. Box 189
Waterloo, IL 62298
618-939-6867
618-741-0277



FEE SCHEDULE CITY OF WATERLOO

BUILDING PERMIT # 23- -C APPLICANT Ron Mueller
ACCOUNT #(S) _____ ADDRESS 601 Glendell Lane

Waterloo, IL 62298

DATE 12-12-2023
PROJECT Storage Shed METER SERIAL NUMBER(S) _____
LOT # _____ Electric _____
SUBDIVISION _____
CONNECTION ADDRESS _____ Gas _____
4177 State Route 156

UTILITY CONNECTION, BUILDING INSPECTION AND BUILDING PERMIT FEES

SEWER CONNECTION \$ _____
WATER TAP-IN \$ _____
SITE REVIEW (12-1-1(L)) \$ _____
ELECTRIC INFRASTRUCTURE CONNECTION \$ _____
ELECTRIC SERVICE CONNECTION \$ _____
ELECTRIC TAX @ 5% \$ _____
GAS INFRASTRUCTURE CONNECTION \$ _____
GAS CONNECTION \$ _____
GAS TAX @ 5% \$ _____

UTILITY CONNECTION FEE TOTAL \$ _____

SQUARE FEET IMPROVEMENT: 1,200 sq ft. BUILDING PERMIT FEE \$ **360.00**

BUILDING INSPECTION FEE \$ **100.00**

PLUMBING INSPECTION FEE \$ _____

GRAND TOTAL \$ 460.00

COPIED FOR:

_____ Applicant	_____ File
_____ Business Office	_____ Front Desk
_____ Electric Dept.	_____ Gas Dept.
_____ City Inspector	_____ Plumbing Inspector
_____ Assessor	_____ Electric Inspector

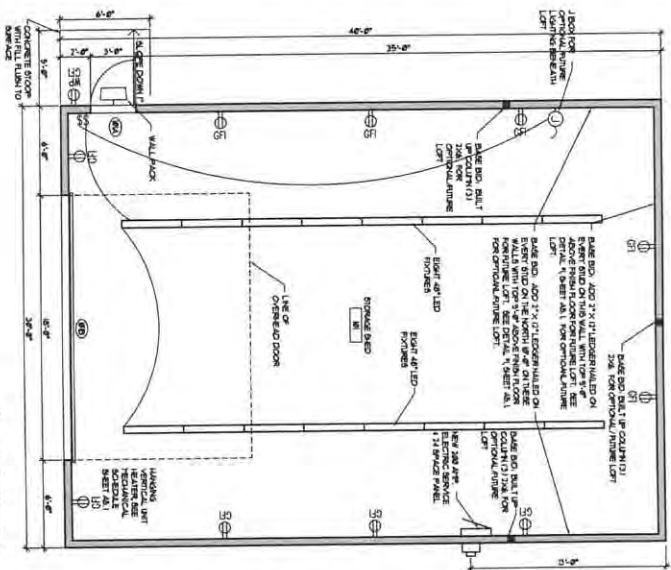
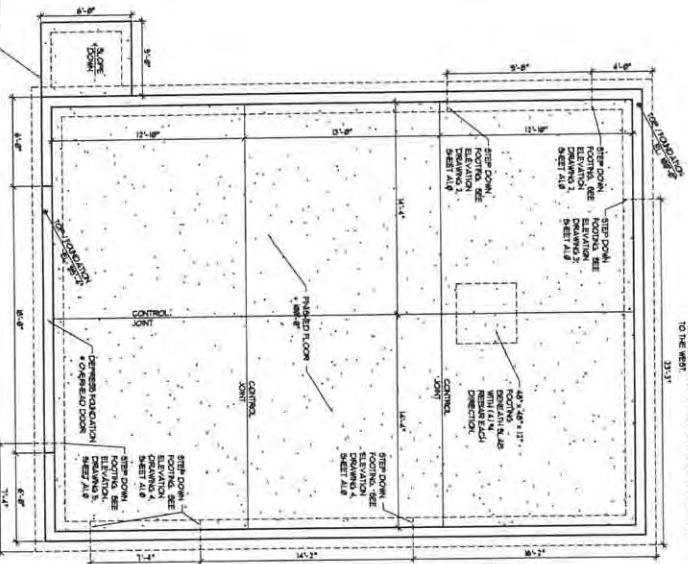
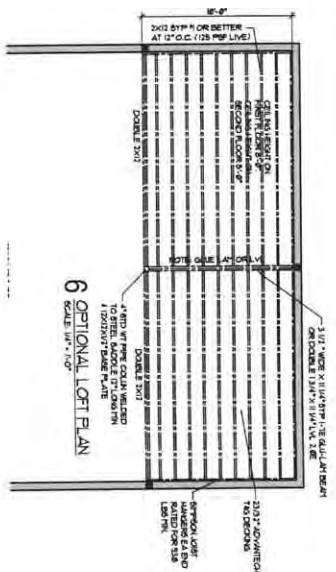
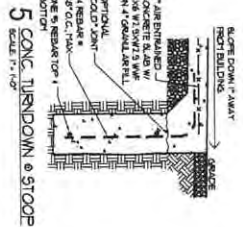




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SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
AC	Alternating Current	AD	Approved	AE	Approved Engineer
AF	Approved Firm	AG	Approved General	AH	Approved Hydraulic
AI	Approved Installation	AL	Approved Load	AM	Approved Material
AN	Approved Name	AO	Approved Office	AP	Approved Plan
AR	Approved Record	AS	Approved Specification	AT	Approved Test
AV	Approved Valve	AW	Approved Weld	AX	Approved X-ray
AY	Approved Y-axis	AZ	Approved Z-axis	BA	Approved Building
BB	Approved Beam	BC	Approved Block	BD	Approved Board
BE	Approved Bolt	BF	Approved Bolted	BG	Approved Bolted Gasket
BH	Approved Bolted Head	BI	Approved Bolted Inlet	BJ	Approved Bolted Joint
BK	Approved Bolted Kicker	BL	Approved Bolted Latch	BM	Approved Bolted Member
BN	Approved Bolted Nut	BO	Approved Bolted Opening	BP	Approved Bolted Pipe
BQ	Approved Bolted Plug	BR	Approved Bolted Rod	BS	Approved Bolted Seal
BT	Approved Bolted Tee	BU	Approved Bolted Union	BV	Approved Bolted Valve
BW	Approved Bolted Weld	BX	Approved Bolted X-ray	BY	Approved Bolted Y-axis
BZ	Approved Bolted Z-axis	CA	Approved Cable	CB	Approved Cable Bolt
CC	Approved Cable Clamp	CD	Approved Cable Duct	CE	Approved Cable End
CF	Approved Cable Fitting	CG	Approved Cable Gasket	CH	Approved Cable Head
CI	Approved Cable Inlet	CJ	Approved Cable Joint	CK	Approved Cable Kicker
CL	Approved Cable Latch	CM	Approved Cable Member	CN	Approved Cable Nut
CO	Approved Cable Opening	CP	Approved Cable Pipe	CQ	Approved Cable Plug
CR	Approved Cable Rod	CS	Approved Cable Seal	CT	Approved Cable Tee
CU	Approved Cable Union	CV	Approved Cable Valve	CW	Approved Cable Weld
CX	Approved Cable X-ray	CY	Approved Cable Y-axis	CZ	Approved Cable Z-axis
DA	Approved Dam	DB	Approved Dam Bolt	DC	Approved Dam Clamp
DD	Approved Dam Duct	DE	Approved Dam End	DF	Approved Dam Fitting
DG	Approved Dam Gasket	DH	Approved Dam Head	DI	Approved Dam Inlet
DJ	Approved Dam Joint	DK	Approved Dam Kicker	DL	Approved Dam Latch
DM	Approved Dam Member	DN	Approved Dam Nut	DO	Approved Dam Opening
DP	Approved Dam Pipe	DQ	Approved Dam Plug	DR	Approved Dam Rod
DS	Approved Dam Seal	DT	Approved Dam Tee	DU	Approved Dam Union
DV	Approved Dam Valve	DW	Approved Dam Weld	DX	Approved Dam X-ray
DY	Approved Dam Y-axis	DZ	Approved Dam Z-axis	EA	Approved Earth
EB	Approved Earth Bolt	EC	Approved Earth Clamp	ED	Approved Earth Duct
EE	Approved Earth End	EF	Approved Earth Fitting	EG	Approved Earth Gasket
EH	Approved Earth Head	EI	Approved Earth Inlet	EJ	Approved Earth Joint
EK	Approved Earth Kicker	EL	Approved Earth Latch	EM	Approved Earth Member
EN	Approved Earth Nut	EO	Approved Earth Opening	EP	Approved Earth Pipe
EQ	Approved Earth Plug	ER	Approved Earth Rod	ES	Approved Earth Seal
ET	Approved Earth Tee	EU	Approved Earth Union	EV	Approved Earth Valve
EW	Approved Earth Weld	EX	Approved Earth X-ray	EY	Approved Earth Y-axis
EZ	Approved Earth Z-axis	FA	Approved Fair	FB	Approved Fair Bolt
FC	Approved Fair Clamp	FD	Approved Fair Duct	FE	Approved Fair End
FF	Approved Fair Fitting	FG	Approved Fair Gasket	FH	Approved Fair Head
FI	Approved Fair Inlet	FJ	Approved Fair Joint	FK	Approved Fair Kicker
FL	Approved Fair Latch	FM	Approved Fair Member	FN	Approved Fair Nut
FO	Approved Fair Opening	FP	Approved Fair Pipe	FQ	Approved Fair Plug
FR	Approved Fair Rod	FS	Approved Fair Seal	FT	Approved Fair Tee
FU	Approved Fair Union	FV	Approved Fair Valve	FW	Approved Fair Weld
FX	Approved Fair X-ray	FY	Approved Fair Y-axis	FZ	Approved Fair Z-axis
GA	Approved Gas	GB	Approved Gas Bolt	GC	Approved Gas Clamp
GD	Approved Gas Duct	GE	Approved Gas End	GF	Approved Gas Fitting
GG	Approved Gas Gasket	GH	Approved Gas Head	GI	Approved Gas Inlet
GJ	Approved Gas Joint	GK	Approved Gas Kicker	GL	Approved Gas Latch
GM	Approved Gas Member	GN	Approved Gas Nut	GO	Approved Gas Opening
GP	Approved Gas Pipe	GQ	Approved Gas Plug	GR	Approved Gas Rod
GS	Approved Gas Seal	GT	Approved Gas Tee	GU	Approved Gas Union
GV	Approved Gas Valve	GW	Approved Gas Weld	GX	Approved Gas X-ray
GY	Approved Gas Y-axis	GZ	Approved Gas Z-axis	HA	Approved Hair
HB	Approved Hair Bolt	HC	Approved Hair Clamp	HD	Approved Hair Duct
HE	Approved Hair End	HF	Approved Hair Fitting	HG	Approved Hair Gasket
HH	Approved Hair Head	HI	Approved Hair Inlet	HJ	Approved Hair Joint
HK	Approved Hair Kicker	HL	Approved Hair Latch	HM	Approved Hair Member
HN	Approved Hair Nut	HO	Approved Hair Opening	HP	Approved Hair Pipe
HQ	Approved Hair Plug	HR	Approved Hair Rod	HS	Approved Hair Seal
HT	Approved Hair Tee	HU	Approved Hair Union	HV	Approved Hair Valve
HW	Approved Hair Weld	HX	Approved Hair X-ray	HY	Approved Hair Y-axis
HZ	Approved Hair Z-axis	IA	Approved Ice	IB	Approved Ice Bolt
IC	Approved Ice Clamp	ID	Approved Ice Duct	IE	Approved Ice End
IF	Approved Ice Fitting	IG	Approved Ice Gasket	IH	Approved Ice Head
II	Approved Ice Inlet	IJ	Approved Ice Joint	IK	Approved Ice Kicker
IL	Approved Ice Latch	IM	Approved Ice Member	IN	Approved Ice Nut
IO	Approved Ice Opening	IP	Approved Ice Pipe	IQ	Approved Ice Plug
IR	Approved Ice Rod	IS	Approved Ice Seal	IT	Approved Ice Tee
IU	Approved Ice Union	IV	Approved Ice Valve	IW	Approved Ice Weld
IX	Approved Ice X-ray	IY	Approved Ice Y-axis	IZ	Approved Ice Z-axis
JA	Approved Jack	JB	Approved Jack Bolt	JC	Approved Jack Clamp
JD	Approved Jack Duct	JE	Approved Jack End	JF	Approved Jack Fitting
JG	Approved Jack Gasket	JH	Approved Jack Head	JI	Approved Jack Inlet
JK	Approved Jack Joint	KL	Approved Jack Kicker	JL	Approved Jack Latch
JM	Approved Jack Member	JN	Approved Jack Nut	JO	Approved Jack Opening
JP	Approved Jack Pipe	JQ	Approved Jack Plug	JR	Approved Jack Rod
JS	Approved Jack Seal	JT	Approved Jack Tee	JU	Approved Jack Union
JV	Approved Jack Valve	JW	Approved Jack Weld	JX	Approved Jack X-ray
JY	Approved Jack Y-axis	JZ	Approved Jack Z-axis	KA	Approved Kail
KB	Approved Kail Bolt	KC	Approved Kail Clamp	KD	Approved Kail Duct
KE	Approved Kail End	KF	Approved Kail Fitting	KG	Approved Kail Gasket
KH	Approved Kail Head	KI	Approved Kail Inlet	KJ	Approved Kail Joint
KK	Approved Kail Kicker	KL	Approved Kail Latch	KM	Approved Kail Member
KN	Approved Kail Nut	KO	Approved Kail Opening	KP	Approved Kail Pipe
KQ	Approved Kail Plug	KR	Approved Kail Rod	KS	Approved Kail Seal
KT	Approved Kail Tee	KU	Approved Kail Union	KV	Approved Kail Valve
KW	Approved Kail Weld	KX	Approved Kail X-ray	KY	Approved Kail Y-axis
KZ	Approved Kail Z-axis	LA	Approved Lail	LB	Approved Lail Bolt
LC	Approved Lail Clamp	LD	Approved Lail Duct	LE	Approved Lail End
LF	Approved Lail Fitting	LG	Approved Lail Gasket	LH	Approved Lail Head
LI	Approved Lail Inlet	LJ	Approved Lail Joint	LK	Approved Lail Kicker
LM	Approved Lail Member	LN	Approved Lail Nut	LO	Approved Lail Opening
LP	Approved Lail Pipe	LQ	Approved Lail Plug	LR	Approved Lail Rod
LS	Approved Lail Seal	LT	Approved Lail Tee	LU	Approved Lail Union
LV	Approved Lail Valve	LW	Approved Lail Weld	LX	Approved Lail X-ray
LY	Approved Lail Y-axis	LZ	Approved Lail Z-axis	MA	Approved Mail
NB	Approved Nail Bolt	NC	Approved Nail Clamp	ND	Approved Nail Duct
NE	Approved Nail End	NF	Approved Nail Fitting	NG	Approved Nail Gasket
NH	Approved Nail Head	NI	Approved Nail Inlet	NJ	Approved Nail Joint
NK	Approved Nail Kicker	NL	Approved Nail Latch	NM	Approved Nail Member
NN	Approved Nail Nut	NO	Approved Nail Opening	NP	Approved Nail Pipe
NQ	Approved Nail Plug	NR	Approved Nail Rod	NS	Approved Nail Seal
NT	Approved Nail Tee	NU	Approved Nail Union	NV	Approved Nail Valve
NW	Approved Nail Weld	NX	Approved Nail X-ray	NY	Approved Nail Y-axis
NZ	Approved Nail Z-axis	OA	Approved Oail	OB	Approved Oail Bolt
OC	Approved Oail Clamp	OD	Approved Oail Duct	OE	Approved Oail End
OF	Approved Oail Fitting	OG	Approved Oail Gasket	OH	Approved Oail Head
OI	Approved Oail Inlet	OJ	Approved Oail Joint	OK	Approved Oail Kicker
OL	Approved Oail Latch	OM	Approved Oail Member	ON	Approved Oail Nut
OO	Approved Oail Opening	OP	Approved Oail Pipe	OQ	Approved Oail Plug
OR	Approved Oail Rod	OS	Approved Oail Seal	OT	Approved Oail Tee
OU	Approved Oail Union	OV	Approved Oail Valve	OW	Approved Oail Weld
OX	Approved Oail X-ray	OY	Approved Oail Y-axis	OZ	Approved Oail Z-axis
PA	Approved Pal	PB	Approved Pal Bolt	PC	Approved Pal Clamp
PD	Approved Pal Duct	PE	Approved Pal End	PF	Approved Pal Fitting
PG	Approved Pal Gasket	PH	Approved Pal Head	PI	Approved Pal Inlet
PJ	Approved Pal Joint	PK	Approved Pal Kicker	PL	Approved Pal Latch
PM	Approved Pal Member	PN	Approved Pal Nut	PO	Approved Pal Opening
PP	Approved Pal Pipe	PQ	Approved Pal Plug	PR	Approved Pal Rod
PS	Approved Pal Seal				

job number	2235
drawn by	TF
checked by	TFB
file name	Boysys Blvd
scale	as noted

ARCHITECTURAL
FLOOR & FOUNDATION
PLAN & WALL DETAIL

STORAGE
SHED

Monroe County
Fairgrounds
4177 IL Route 156
Waterloo, Illinois

**MONROE
COUNTY FAIR
ASSOCIATION**
P.O. Box 189
Waterloo, IL 62296


QUADRANT
design

135 z. main street, wolverhampton
ph: 618.939.0606

Job number	23329
drawn by	TF
checked by	MS
file name	Storage Shed
scale	as noted

A2.1

AGENDA REQUEST

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

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

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Waiver of Building Permit and Inspection Fees for the
Saints Peter & Paul Catholic School, located at 217 West Third Street.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-13-2023

Submitted by:

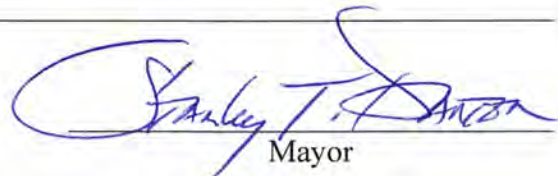
Nathan Krebel, Zoning/Subdivision Administrator

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

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-13-2023
Re: SS Peter & Paul Catholic School

Principal Lori Matzenbacher is requesting the building permit and inspection fees to be waived at SPPCS. The school has applied for a building permit to install a freestanding awning which will abut the existing awning that is placed over the main entrance. Lawrence Fabric & Metal Structures designed the awning and their structural engineer signed off on the design. The proposed building meets zoning setbacks.

Respectfully,

Nathan Krebel
Zoning/Subdivision Administrator



SS Peter & Paul Catholic School

217 W. 3rd St. Waterloo, IL 62298

In reference to:

Saints Peter & Paul Catholic School

217 W. 3rd St.

Waterloo, IL 62298

To whom it may concern:

Saints Peter & Paul Catholic School is a nonprofit organization and is asking for building permit and inspection fees to be waived for proposed "Front Awning" installation. We appreciate your consideration in this matter.

Thank you,

Lori Matzenbacher



FEE SCHEDULE CITY OF WATERLOO

BUILDING PERMIT # 23- -C APPLICANT SPPCS
ACCOUNT #(S) _____ ADDRESS 217 West Third Street
_____ Waterloo, IL 62298
_____ DATE 12-13-2023
PROJECT Awning METER SERIAL NUMBER(S) _____
LOT # _____ Electric _____
SUBDIVISION _____
CONNECTION ADDRESS _____ Gas _____
217 West Third Street

UTILITY CONNECTION, BUILDING INSPECTION AND BUILDING PERMIT FEES

SEWER CONNECTION \$ _____
WATER TAP-IN \$ _____
SITE REVIEW (12-1-1(L)) \$ _____
ELECTRIC INFRASTRUCTURE CONNECTION \$ _____
ELECTRIC SERVICE CONNECTION \$ _____
ELECTRIC TAX @ 5% \$ _____
GAS INFRASTRUCTURE CONNECTION \$ _____
GAS CONNECTION \$ _____
GAS TAX @ 5% \$ _____

UTILITY CONNECTION FEE TOTAL \$ _____

SQUARE FEET IMPROVEMENT: 197 sq ft. BUILDING PERMIT FEE \$ 59.10

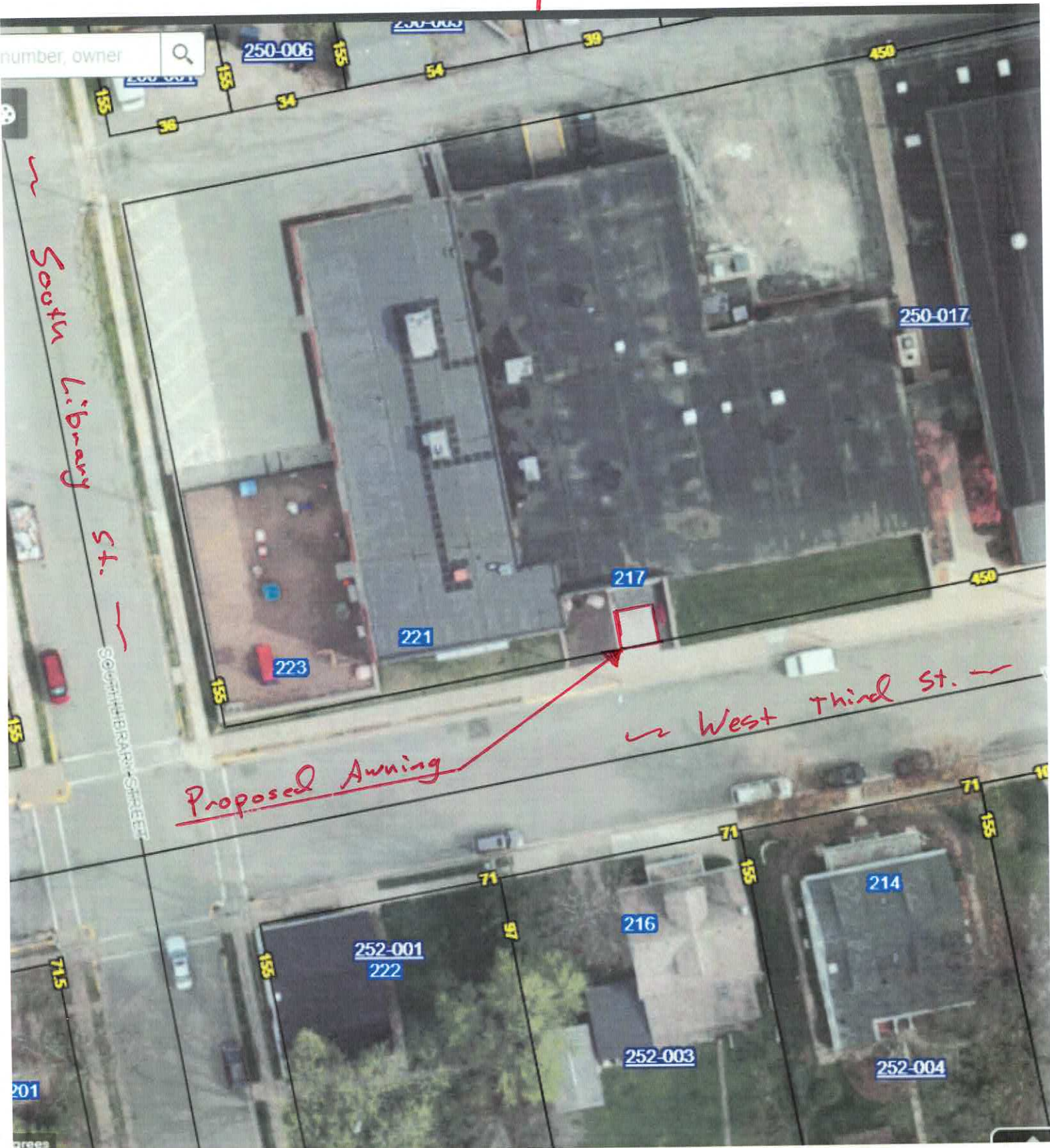
BUILDING INSPECTION FEE \$ 100.00

PLUMBING INSPECTION FEE \$ _____

GRAND TOTAL \$ 159.10

COPIED FOR:

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



N

number, owner



250-006

450

South Library St.

250-017

217

221

223

Proposed Awning

West Third St.

214

216

252-001
222

252-003

252-004

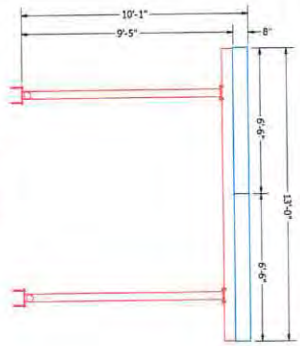
201

degrees

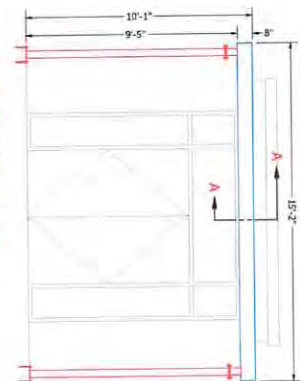


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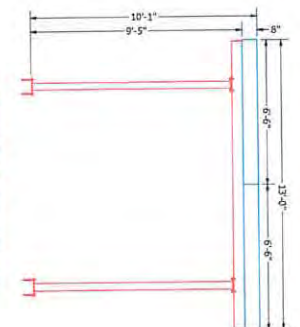




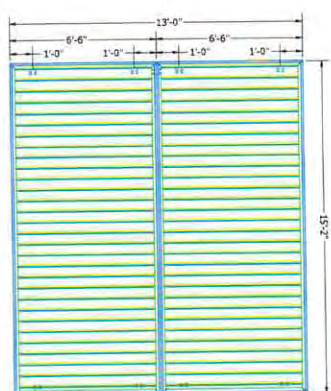
LEFT SIDE ELEVATION
ITEM #1: (X1) REQUIRED



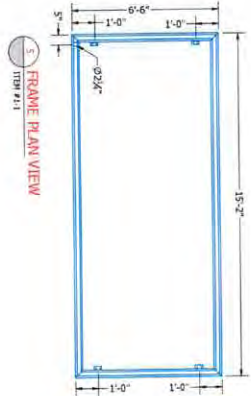
FRONT ELEVATION VIEW
ITEM #1: (X1) REQUIRED



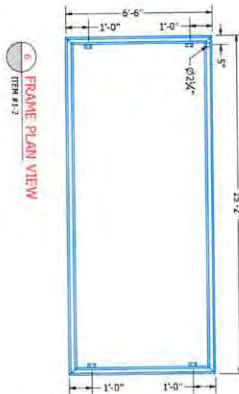
RIGHT SIDE ELEVATION VIEW
ITEM #1: (X1) REQUIRED



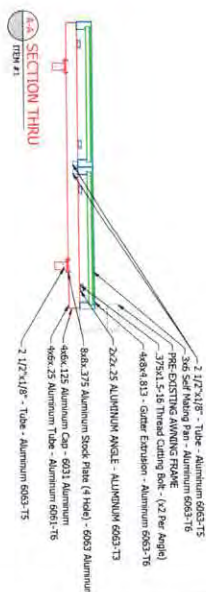
PLAN VIEW
ITEM #1



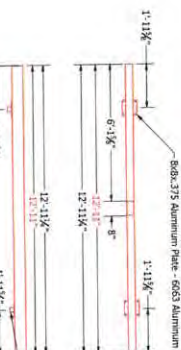
FRAME PLAN VIEW
ITEM #1.1



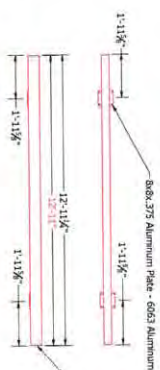
FRAME PLAN VIEW
ITEM #1.2



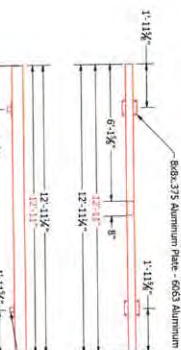
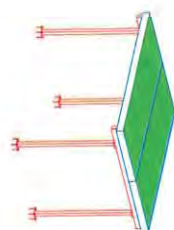
SECTION THRU
ITEM #1



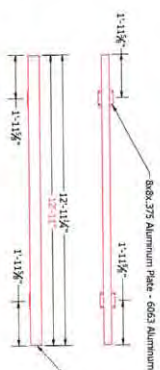
HEADER #1: (X1) REQUIRED



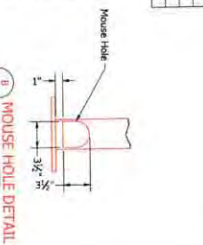
HEADER #2: (X1) REQUIRED



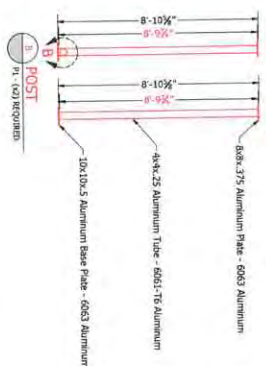
HEADER #1: (X1) REQUIRED



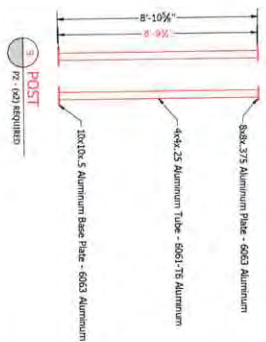
HEADER #2: (X1) REQUIRED



MOUSE HOLE DETAIL
ITEM #1



POST #1: (X1) REQUIRED



POST #2: (X1) REQUIRED



LAURENCE
Professional Engineer
208 The Court Building
100 N. LaSalle Street, Suite 1000
Chicago, IL 60610
Tel: 312.462.1000
Fax: 312.462.1001
Email: lauren@laurencc.com

ST. PETERS & PAUL CATHOLIC SCHOOL
217 WEST 3RD STREET
WATERLOO, IL 62296
7/18/2023
1 OF 1

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
December 18, 2023
(Date)
2. Description of matter to be placed on agenda:
Consideration and Action on Waiver of Building Permit and Inspection Fees for
Human Support Services, located 988 North Illinois Route 3.

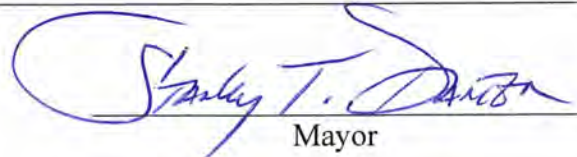
3. Relief or action to be requested:
Approval.

4. Submittal date: 12-13-2023

Submitted by: _____
Nathan Krebel, Zoning/Subdivision 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

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-13-2023
Re: Human Support Services

President & CEO Anne Riley is requesting the building permit and inspection fees to be waived at Human Support Services. HSS has submitted architectural plans for an interior remodel in the front desk area, bathrooms, and counseling areas.

Respectfully,

A handwritten signature in blue ink, appearing to read "Nathan Krebel", is written over a horizontal line.

Nathan Krebel
Zoning/Subdivision Administrator

Human Support Services
988 North Illinois Route 3
P.O. Box 146
Waterloo, IL 62298-0146
Phone: (618) 939-4444



Fax: (618) 939-4181
TDD: (618) 939-2043
email: hss@hss1.org
www.hss1.org

December 13, 2023

City of Waterloo
100 West 4th Street
Waterloo, IL 62298

To Whom It May Concern,

Human Support Services is planning to begin much needed renovations on our professional counseling hallway and front desk area. As a nonprofit organization, we would like to request that the building permit and inspection fees for this project be waived. We appreciate your consideration in this matter.

Please let me know if I can answer any additional questions you may have.

Sincerely,



Anne Riley, MSW, LCSW
President & CEO





FEE SCHEDULE CITY OF WATERLOO

BUILDING PERMIT # 23- -C APPLICANT HSS
ACCOUNT #(S) _____ ADDRESS 988 North Illinois Route 3

Waterloo, IL 62298

DATE 12-13-2023
PROJECT Interior Remodel METER SERIAL NUMBER(S) _____
LOT # _____ Electric _____
SUBDIVISION _____
CONNECTION ADDRESS _____ Gas _____
988 North Illinois Route 3

UTILITY CONNECTION, BUILDING INSPECTION AND BUILDING PERMIT FEES

SEWER CONNECTION \$ _____
WATER TAP-IN \$ _____
SITE REVIEW (12-1-1(L)) \$ _____
ELECTRIC INFRASTRUCTURE CONNECTION \$ _____
ELECTRIC SERVICE CONNECTION \$ _____
ELECTRIC TAX @ 5% \$ _____
GAS INFRASTRUCTURE CONNECTION \$ _____
GAS CONNECTION \$ _____
GAS TAX @ 5% \$ _____

UTILITY CONNECTION FEE TOTAL \$ _____

SQUARE FEET IMPROVEMENT: 3,767 sq ft. BUILDING PERMIT FEE \$ **1,130.10**

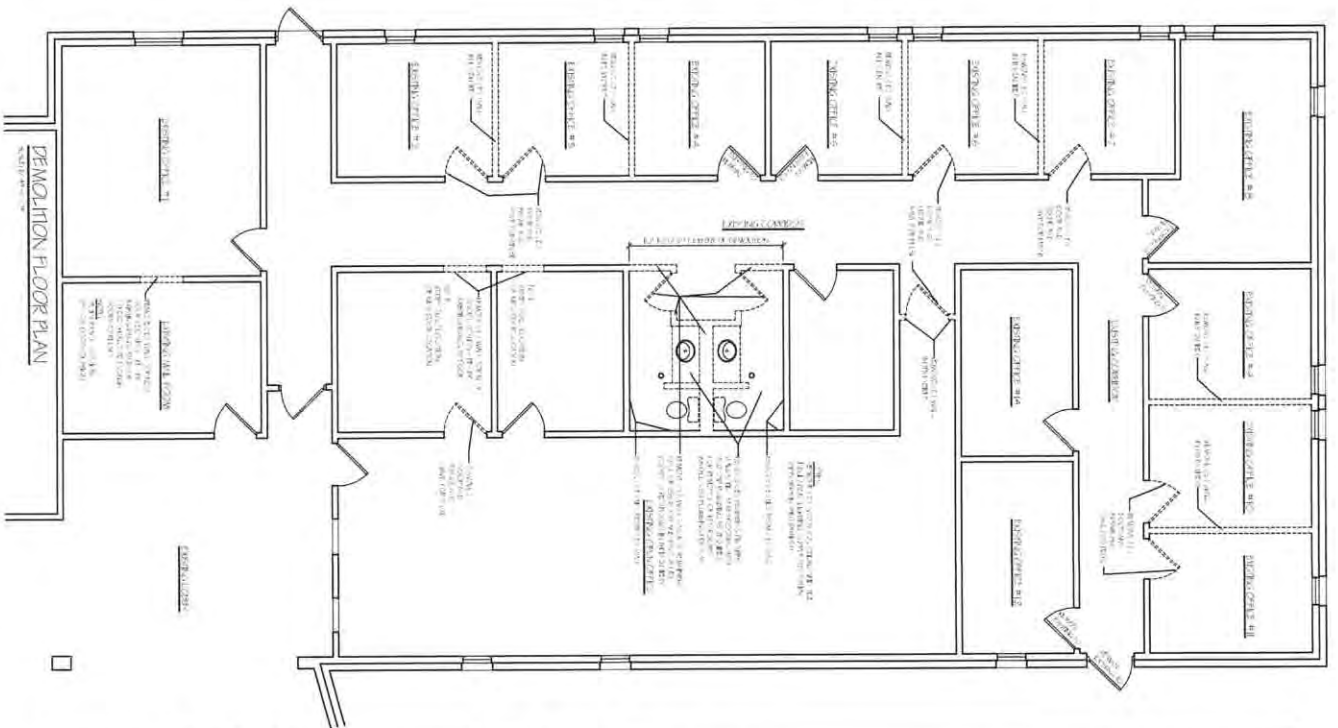
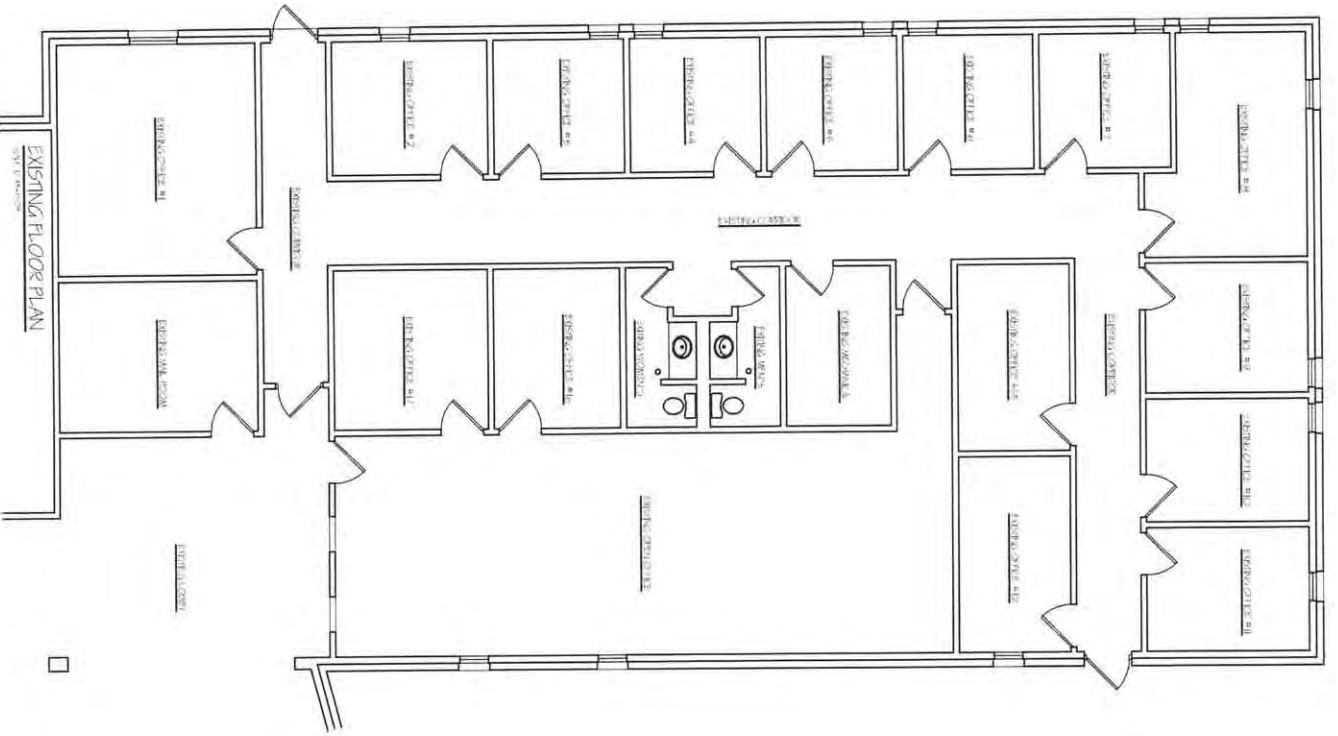
BUILDING INSPECTION FEE \$ **200.00**

PLUMBING INSPECTION FEE \$ _____

GRAND TOTAL \$ 1,330.10







COPIED FOR:	
_____ Applicant	_____ File
_____ Business Office	_____ Front Desk
_____ Electric Dept.	_____ Gas Dept.
_____ City Inspector	_____ Plumbing Inspector
_____ Assessor	_____ Electric Inspector

[illegible]



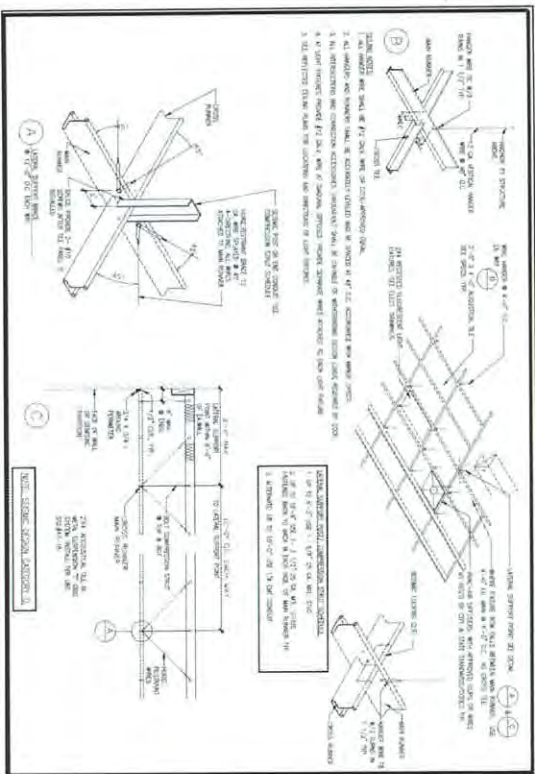
A1 OF 2	PROJECT: 988 NORTH ILLINOIS ROUTE 3 WATERLOO, ILLINOIS
	SHEET: EXISTING FLOOR PLAN AND DEMOLITION FLOOR PLAN
	DATE: DECEMBER 12, 2023
	DRAWN BY: MLB
	REVISIONS:
PROFESSIONAL DESIGN: MICHELLE BRADDOCK, AIA Owner/Architect	DATE: DECEMBER 12, 2023
JOB NUMBER: 00788	DATE: DECEMBER 12, 2023
DATE: DECEMBER 12, 2023	DATE: DECEMBER 12, 2023
DATE: DECEMBER 12, 2023	DATE: DECEMBER 12, 2023

[illegible]

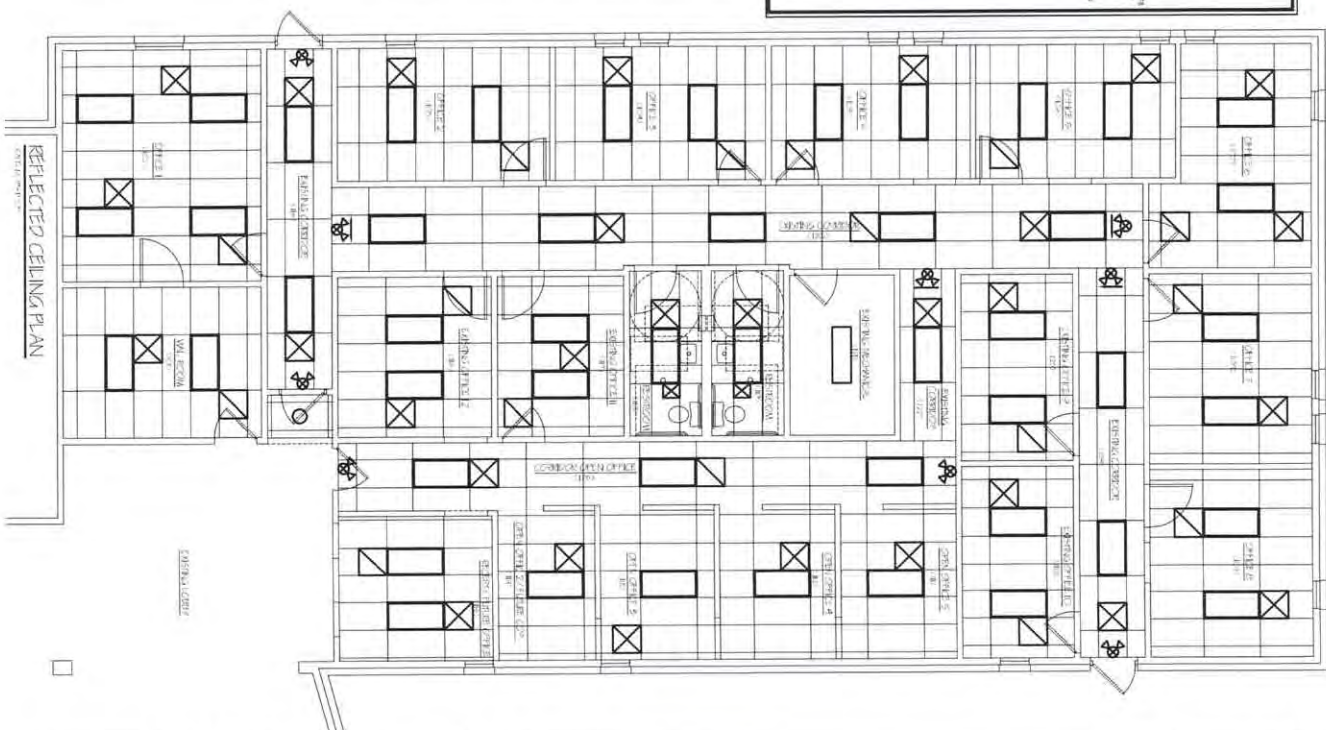
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| $\frac{1}{2}$ | $\frac{1}{4}$ | $\frac{1}{2}$ | $\frac{1}{4}$ | $\frac{1}{4}$ | $\frac{1}{4}$ |

NOTES

1. *THEORY* 2. *CONCEPTS* 3. *RESEARCH* 4. *TECHNIQUES* 5. *APPLICATIONS* 6. *CONCLUSIONS* 7. *REFERENCES* 8. *APPENDICES* 9. *INDEX* 10. *GLOSSARY* 11. *NOTES* 12. *ACKNOWLEDGEMENTS* 13. *CONTRIBUTORS* 14. *EDITORIAL BOARD* 15. *ADVISORY BOARD* 16. *EDITORIAL ASSISTANT* 17. *EDITORIAL BOARD* 18. *ADVISORY BOARD* 19. *EDITORIAL ASSISTANT* 20. *EDITORIAL BOARD* 21. *ADVISORY BOARD* 22. *EDITORIAL ASSISTANT* 23. *EDITORIAL BOARD* 24. *ADVISORY BOARD* 25. *EDITORIAL ASSISTANT* 26. *EDITORIAL BOARD* 27. *ADVISORY BOARD* 28. *EDITORIAL ASSISTANT* 29. *EDITORIAL BOARD* 30. *ADVISORY BOARD* 31. *EDITORIAL ASSISTANT* 32. *EDITORIAL BOARD* 33. *ADVISORY BOARD* 34. *EDITORIAL ASSISTANT* 35. *EDITORIAL BOARD* 36. *ADVISORY BOARD* 37. *EDITORIAL ASSISTANT* 38. *EDITORIAL BOARD* 39. *ADVISORY BOARD* 40. *EDITORIAL ASSISTANT* 41. *EDITORIAL BOARD* 42. *ADVISORY BOARD* 43. *EDITORIAL ASSISTANT* 44. *EDITORIAL BOARD* 45. *ADVISORY BOARD* 46. *EDITORIAL ASSISTANT* 47. *EDITORIAL BOARD* 48. *ADVISORY BOARD* 49. *EDITORIAL ASSISTANT* 50. *EDITORIAL BOARD* 51. *ADVISORY BOARD* 52. *EDITORIAL ASSISTANT* 53. *EDITORIAL BOARD* 54. *ADVISORY BOARD* 55. *EDITORIAL ASSISTANT* 56. *EDITORIAL BOARD* 57. *ADVISORY BOARD* 58. *EDITORIAL ASSISTANT* 59. *EDITORIAL BOARD* 60. *ADVISORY BOARD* 61. *EDITORIAL ASSISTANT* 62. *EDITORIAL BOARD* 63. *ADVISORY BOARD* 64. *EDITORIAL ASSISTANT* 65. *EDITORIAL BOARD* 66. *ADVISORY BOARD* 67. *EDITORIAL ASSISTANT* 68. *EDITORIAL BOARD* 69. *ADVISORY BOARD* 70. *EDITORIAL ASSISTANT* 71. *EDITORIAL BOARD* 72. *ADVISORY BOARD* 73. *EDITORIAL ASSISTANT* 74. *EDITORIAL BOARD* 75. *ADVISORY BOARD* 76. *EDITORIAL ASSISTANT* 77. *EDITORIAL BOARD* 78. *ADVISORY BOARD* 79. *EDITORIAL ASSISTANT* 80. *EDITORIAL BOARD* 81. *ADVISORY BOARD* 82. *EDITORIAL ASSISTANT* 83. *EDITORIAL BOARD* 84. *ADVISORY BOARD* 85. *EDITORIAL ASSISTANT* 86. *EDITORIAL BOARD* 87. *ADVISORY BOARD* 88. *EDITORIAL ASSISTANT* 89. *EDITORIAL BOARD* 90. *ADVISORY BOARD* 91. *EDITORIAL ASSISTANT* 92. *EDITORIAL BOARD* 93. *ADVISORY BOARD* 94. *EDITORIAL ASSISTANT* 95. *EDITORIAL BOARD* 96. *ADVISORY BOARD* 97. *EDITORIAL ASSISTANT* 98. *EDITORIAL BOARD* 99. *ADVISORY BOARD* 100. *EDITORIAL ASSISTANT*



REFLECTED CEILING PLAN



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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of Proposals from Abate-Pro, Inc. in the Amount of \$1,750.00 for Asbestos Survey and \$8,775.00 for Removal of Asbestos Material at the Property Located at 500 & 506 West Mill Street.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-13-2023

Submitted by:

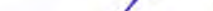
Nathan Krebel, Zoning/Subdivision Administrator

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

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-12-2023
Re: 500 – 506 West Mill Street

In order to demolish the trailer park, an asbestos survey needed to be performed. After researching asbestos abatement companies, Abate-Pro, Incorporated had the lowest cost of \$1,750.00. Abate-Pro, Incorporated was also the lowest bid (\$8,775.00) to perform the removal of the asbestos transite siding on the 2,500 square foot block building, the removal of asbestos floor tile, asbestos furnace fiber board and sheet flooring which was used throughout the trailer park. The total cost for the asbestos survey and abatement is \$10,525.00.

Respectfully,

A handwritten signature in blue ink that reads "Nathan Krebel". The signature is fluid and cursive, with the first name "Nathan" being more prominent than the last name "Krebel".

Nathan Krebel
Zoning/Subdivision Administrator

ABATE-pro, incorporated

A Commercial, Residential and Industrial Environmental Abatement Company

PO Box 674
Edwardsville, IL 62025

618-974-9545 or nfeco@abatepro.com

Date	Invoice #
12/11/2023	2023-569

Invoice

Bill To
The City of Waterloo Nathan Krebel 100 West 4th Street Waterloo, Illinois 62298

P.O. No.	Terms	Project
	Due Upon Receipt	Asbestos Inspection

Quantity	Description	Rate	Amount
1	Provide Asbestos Survey for Demolition of: 7 mobile home trailers, 1 x 2500 sq ft block building and 1 x 280 sqft block building @ the Green Briar mobile home park located at 500-506 West Mill Street.	1,750.00	1,750.00
All work is complete!		Total	\$1,750.00

Please Remit Payment to: Abatepro, Inc,
PO Box 674
Edwardsville, IL 62025

Please Call us for Credit Card Payments

ABATE-pro, incorporated

A Commercial, Residential and Industrial Environmental Abatement Company

PO Box 674

Edwardsville, IL 62025

618-974-9545 or

nfeco@abatepro.com

Name / Address
The City of Waterloo Nathan Krebel 100 West 4th Street Waterloo, Illinois 62298

Date	Estimate #
12/11/2023	2023-0306

Proposal

Project Name	500-506 W Mill St			
Item	Description	Qty	Cost	Total
Asbestos Removal	Remove RACM prior to demolition The Transite siding and floor tile in the apartment building, furnace fiber board in the office building and the sheet flooring and furnace fiber board in the trailer homes will be removed using state of the art practices prior to demolition.	1	8,775.00	8,775.00

This pricing includes all labor, material, permits and disposal. Abatepro will control all work and conform with state, federal and local regulations governing its respective trade. Insurance required above and beyond our current policy may require an adjustment to this total price. A copy of our policy can be found on our website.

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion. No Retainage shall apply to any payment. Attorney, collection and 1.5% of interest fees per month after the payment due date will be applied to unpaid balances. The terms of this proposal shall be included if a formal contract is issued.

Print Name _____

Signature _____

Please Sign and Fax to 775-416-2089 or email to nfeco@abatepro.com

We look forward to working with you on this project.			Total	\$8,775.00
Fax #	Web Site	E-Mail	Terms	Due Upon Receipt
775-416-2089	www.abatepro.com	nfeco@abatepro.com		

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of SOIL Excavation & Hauling As Low Bidder in the Amount of \$19,460.00 for the Demolition of Seven Mobile Home Trailers, 2,500 Square Foot Cinder Block Building Including Foundation and Footings, and 280 Square Foot Block Office Building Including Foundation and Footings at the Property Located at 500 & 506 West Mill Street. Bid Opening was Held on Thursday, December 14, 2023 at 2:00pm.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-15-2023

Submitted by:

Nathan Krebel, Zoning/Subdivision 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

Stanley T. Jackson
Mayor

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-14-2023
Re: 500 – 506 West Mill Street

The bid opening for the demolition and cleanup at Greenbriar trailer court was held on 12-14-2023. Please see the following six submitted bids from lowest to highest:

1. SOIL Excavation & Hauling - \$19,460.00
2. Abate-Pro, Incorporated - \$34,750.00
3. Huebner Concrete - \$50,440.00
4. Shive's Lawn Care & Outdoor Maintenance - \$58,300.00
5. No Name (Rejected Bid) - \$75,123.00
6. Weilbacher Landscaping - \$78,700.00

SOIL Excavation & Hauling was the low bidder. The contracted timeline to get the work completed is between January 2, 2024 and February 2, 2024. I recommend approval of SOIL Excavation & Hauling.

Respectfully,

A handwritten signature in blue ink that reads "Nathan Krebel". The signature is written in a cursive style and is positioned above a horizontal line.

Nathan Krebel
Zoning/Subdivision Administrator

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Approval of a Commercial Site Plan for Taco Bell
To Be Located at Waterloo Commons Lot 7.

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-15-2023

Submitted by:


Nathan Krebel, Zoning/Subdivision 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

STANLEY T DARTER, Mayor
MECHELLE CHILDERS, Clerk
BRAD A. PAPENBERG, Treasurer



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

Memorandum

To: Mayor Darter & City Council
From: Nathan Krebel
Date: 12-15-2023
Re: Taco Bell Commercial Site Plan

BFA Incorporated is requesting approval from City Council to approve the proposed Taco Bell site plan which will be located on Waterloo Commons Lot 7. The subject property is .89 acres and zoned B-3 (central business district).

At the December 5th Public Works plat review meeting a favorable recommendation was given. The December 11th Planning Commission meeting the members gave a favorable recommendation. The proposed site has been designed for 95% impervious storm water which will enter existing storm piping to the existing detention area located at Kolmer Avenue and Route 3 (owned by Waterloo Commons LLC). HMG has review the drainage calculations as well as the site plan and give a favorable recommendation.

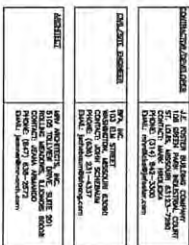
The proposed final plat meets all zoning requirements therefore I recommend the proposed final plat

Respectfully,

A handwritten signature in blue ink that reads "Nathan Krebel". The signature is fluid and cursive, with a horizontal line underneath it.

Nathan Krebel
Zoning/Subdivision Administrator

F:\Vault\7388 Waterway II Taco Ball\7388 Plan Sheets\7388 Cover Sheet.dwg
11/13/2023 2:47 PM

[illegible]

PRELIMINARY DRAWING

FOR REVIEW PURPOSES ONLY

NOT TO BE USED FOR CONSTRUCTION

101 CLM STREET
WASHINGTON, MISSOURI 63090

TELEPHONE: (314) 238-4726

Then working alone prior to the start of any excavation on the site the Contractor shall contact 1-800-663-0123 for utility location information.

The contractor shall verify and implement all the required Federal Occupational Safety and Health Administration (OSHA) and/or OSHA approved safety-plan regulations established for the type of construction required by these plans.

DRYMAN
F.R.O.
CHECKED
J.B.S.
DATE
11/13/23
SCALE
NONE
JOB No.
7366
SHEET NAME
COVER SHEET
CS-1

WATERLOO, ILLINOIS
J.E. FOSTER BUILDING COMPANY
108 GREEN PARK INDUSTRIAL CT.
ST. LOUIS, MO 63123-7260

-2-

Clean Car Wash

Proposed Taco Bell

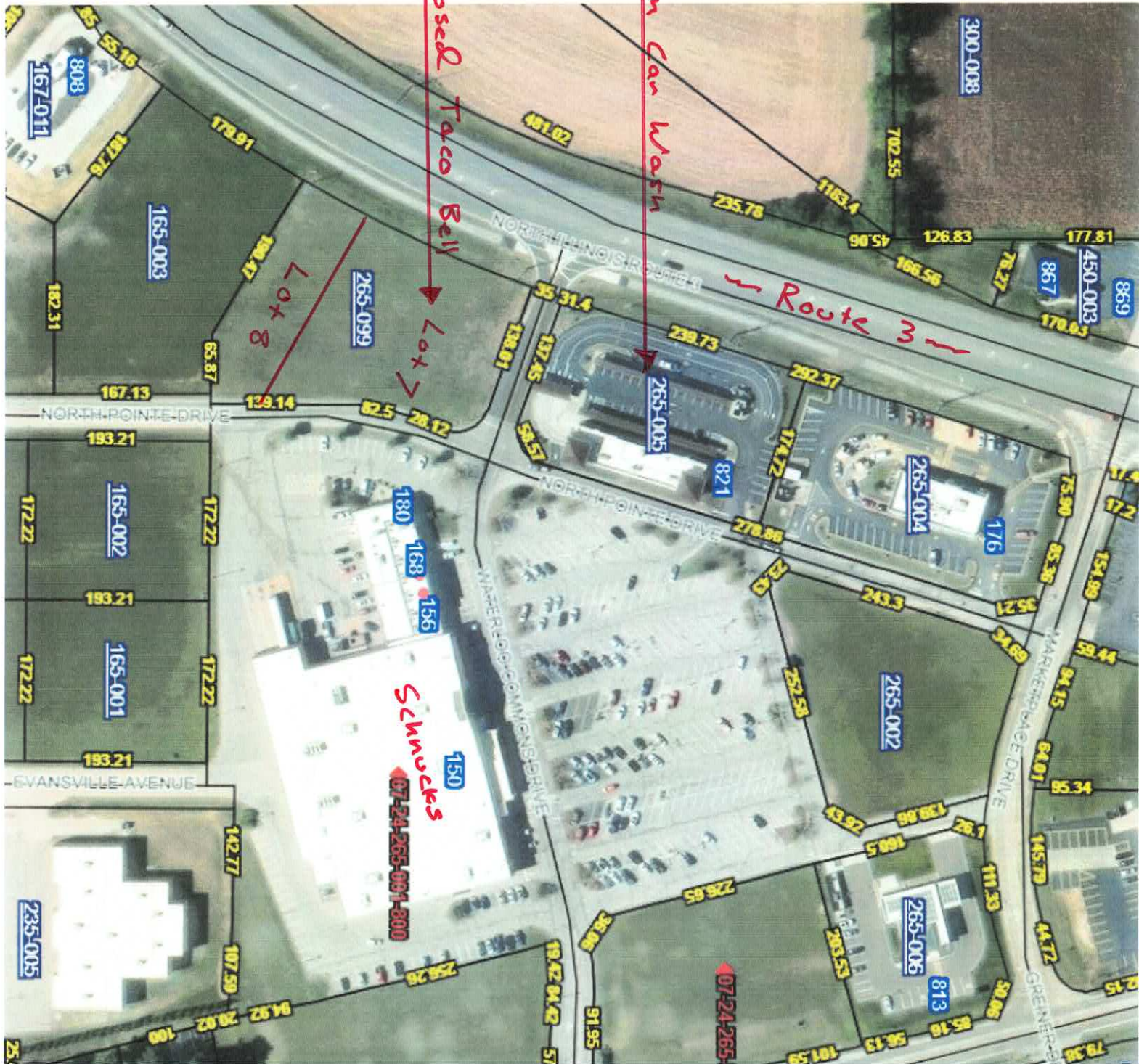
Lot 8

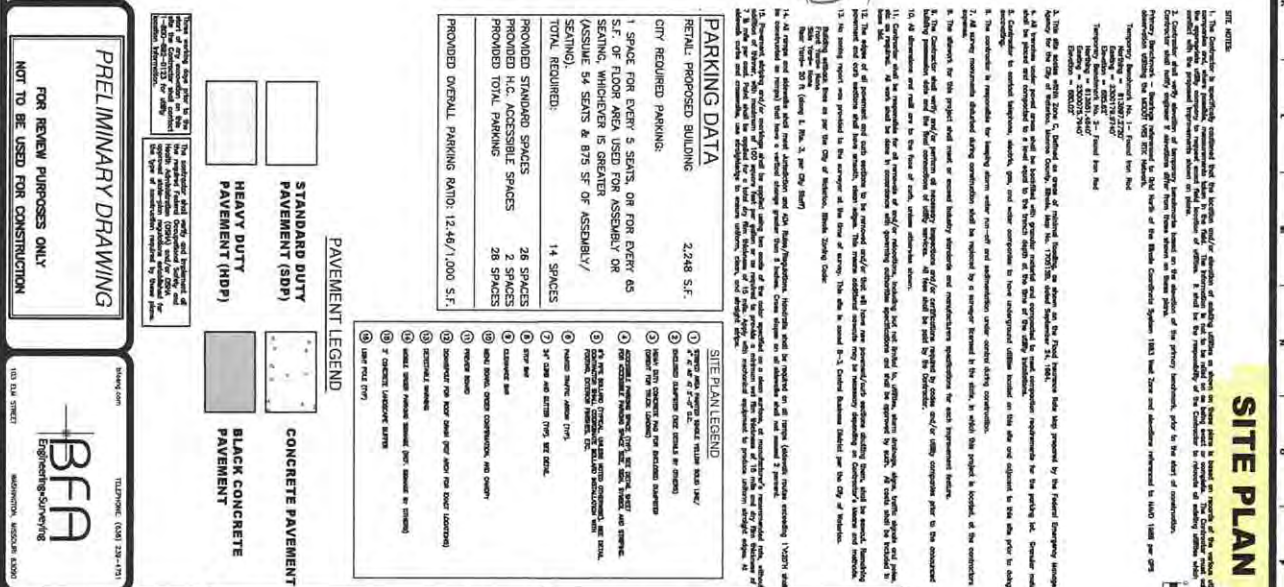
Route 3

Schnucks

07-24-265-091-800

07-24-265-





REVISIONS

REVISIONS

[illegible]

UTILITY PLAN LEGEND

1. CASE STUDY DESIGN (40%)
2. 1" SLOPE INDICATOR
3. 1" SLOPE INDICATOR
4. SLOPE INDICATOR (PER 10%)
5. SLOPE INDICATOR (PER 10%)
6. 10" SLOPE INDICATOR (PER 10%)
7. 10" SLOPE INDICATOR (PER 10%)
8. 10" SLOPE INDICATOR (PER 10%)

TEL: 010-630 238-175
 E-mail: info@bfa.com.cn
 www.bfa.com.cn

1 2

UTILITY PLAN

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:

December 18, 2023

(Date)

2. Description of matter to be placed on agenda:

Consideration and Action on Executive Session for the Discussion of Contract Negotiations as per 5 ILCS 120/2(c)(2) and Personnel as per 5 ILCS 120/2(c)(1).

3. Relief or action to be requested:

Approval.

4. Submittal date: 12-14-2023

Submitted by:


Mayor Stanley Darter

DISPOSITION

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

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

Matter referred to _____


Mayor

Mayor