

WATERLOO CITY COUNCIL

Regular Meeting Agenda

Date: May 16, 2016

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 Zoning Administrator.
 - D. Report of Building Inspector / Code Administrator.
 - E. Report of Director of Public Works.
 - F. Report of Chief of Police.
 - G. Report of City Attorney.
 - H. Report and Communication by Mayor.
 1. Presentation of Sister Cities Day Proclamation.
 2. Presentation of Emergency Medical Services Week Proclamation.
 3. Appointment of Mr. Daniel Hayes as the City Attorney.
 8. Report of Standing Committees.
 9. Report of Special Committees.
 10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
 - A. Consideration and Action on Resolution No. 16-06 Approving the ITEP South Market Street Grant Application for Sidewalk Construction.
 - B. Consideration and Action on Resolution No. 16-07 Approving Construction of Rogers Street / Country Club Lane Sidewalk in Cooperation with Monroe County.
 11. Unfinished Business.
 - A. Consideration and Action on City's Annual \$7,500.00 Contribution to Western Egyptian.
 12. Miscellaneous Business.
 - A. Consideration and Action on Raffle License Request and Waiver of Bond from the Monroe County EMS Association for a Raffle to be held on July 09, 2016, 9:00 p.m., at the Monroe County EMS Base.
 - B. Consideration and Action on Street Closure Request from the Waterloo Optimist Club for their Annual Car Show to be held on June 05, 2016 in Downtown Waterloo.
 - C. Consideration and Action on Approval of the SS Peter and Paul Catholic Church 2nd Annual Pancake Ride to be held on June 11, 2016 beginning at 8:00 a.m.
 - D. Consideration and Action on ¼ Page Ad to be placed in the Tourism Times Fall Issue in the Amount of \$786.00 to be paid out of the Hotel / Motel Tax Fund.
 - E. Consideration and Action on Agreement with E4 Health, Inc. for Services to the Employee Assistance Program at an Annual Rate of \$2,500.00 Beginning June 1, 2016.
 - F. Consideration and Action on Façade Grant Application for 210 S. Main Street.
 13. Discussion of Matters by Council Members Arising After Agenda Deadline.
 14. Motion to Adjourn.
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DATES TO REMEMBER

- May 17, 2016 – Garden Club Meeting, Waterloo City Hall: Front Conference Room, 6:30 p.m.
May 18, 2016 – Discover Historic Waterloo Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
May 19, 2016 – Zoning Board of Appeals Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
May 24, 2016 – American Legion Meeting, Waterloo City Hall: Second Floor, 7:00 p.m.
May 28 and 30, 2016 – City Offices Closed for the Memorial Day Holiday.
June 02, 2016 – Violence Prevention Meeting, Waterloo City Hall: Second Floor, 3:00 p.m.
June 06, 2016 – City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
June 08, 2016 – Minister's Meeting, Waterloo City Hall: Second Floor, 8:00 a.m.
June 08, 2016 – Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
June 13, 2016 – Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

**MINUTES OF THE
CITY COUNCIL MEETING
MAY 02, 2016**

1. The meeting was called to order by Mayor Tom Smith.
2. The following Aldermen were present: Notheisen, Thomas, Hopkins, Trantham, Darter, Frederick, Koerber and Heller.
3. Pledge of Allegiance led by Mayor Smith.
4. Correction or Withdrawal of Agenda Items by Sponsor.
None.
5. Approval of Minutes as Written or Amended.
Motion made by Alderman Heller and seconded by Alderman Darter to approve the April 25, 2016, 7:30 p.m., City Council Meeting Minutes. Motion passed unanimously with Aldermen Heller, Notheisen, Thomas, Hopkins, Trantham, Darter, Frederick and Koerber voting yea.
6. Petitions by Citizens on Non-Agenda Items.
None.
7. Reports and Communications from the Mayor and other City Officers.
 - A. Report of Collector.
No report.
 - B. Report of Treasurer.
No report.
 - C. Report of Zoning Administrator.
Administrator Nagel stated questionnaires regarding the Comprehensive Plan will be send out and on Monday, May 23, 2016, from 6-8 p.m., there will be a Citizens Workshop at City Hall.
 - D. Report of Director of Public Works.
Director Birk stated the work on Third Street is going well with all the pipe work in the ground. Within the week all water lines will be cleaned twice with chlorine and after two tests they should be operable.
 - E. Report of Chief of Police.
No report.
 - F. Report of City Attorney.
Attorney Dan Hayes was absent.
 - G. Report and Communication by Mayor.
 1. Presentation of the Good Neighbor Award to Dan Kennedy. Neighbors present told of Dan Kennedy's helpfulness and expressed their appreciation. Kennedy said he enjoys what he does and it gives him a chance to play on his tractor.
8. Report of Standing Committees.
No report.
9. Report of Special Committees.
No report.
10. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
None.

11. Unfinished Business.
None.

12. Miscellaneous Business.

A. Consideration and Action on Warrant No. 541.

Motion made by Alderman Notheisen and seconded by Alderman Darter to approve Warrant No. 541. Motion passed unanimously with Aldermen Notheisen, Thomas, Hopkins, Trantham, Darter, Frederick, Koerber and Heller voting yea.

B. Consideration and Action on City's Annual \$7,500.00 Contribution to Western Egyptian.

Motion made by Alderman Hopkins and seconded by Alderman Heller to approve the City's annual \$7,500.00 contribution to Western Egyptian. Discussion. Alderman Trantham stated she would like to know what this money goes for and what the \$7,500 is doing and if Western Egyptian can tell us they are giving the same to Waterloo as elsewhere. The money being considered is for last year. Motion made by Alderman Koerber and seconded by Alderman Trantham to table the motion until further information is available. Motion passed with Aldermen Koerber, Notheisen, Thomas, Trantham and Darter voting yea. Aldermen Heller, Hopkins and Frederick voted nay.

C. Consideration and Action on Temporary Road Blocks to be placed on Covington Drive at Rogers Street and North Market Street for the Life Network Bike Ride to be held on May 21, 2016.

Motion made by Alderman Koerber and seconded by Alderman Darter to approve temporary road blocks to be placed on Covington Drive at Rogers Street and North Market Street for the Life Network Bike Ride to be held on May 21, 2016. Motion passed unanimously with Aldermen Koerber, Heller, Notheisen, Thomas, Hopkins, Trantham, Darter and Frederick voting yea.

D. Consideration and Action on Purchase of Two (2) 2016 Police Chevy Impala's from Miles Chevrolet in Decatur, IL under the Illinois State Bid for \$42,558.00 with Three (3) Trade-Ins, 2006, 2008 and 2009 Chevy Impalas, for the Waterloo Police Department.

Motion made by Alderman Frederick and seconded by Alderman Darter to approve the purchase of two (2) 2016 Police Chevy Impala's from Miles Chevrolet in Decatur, IL under the Illinois State Bid for \$42,558.00 with three (3) trade-ins, 2006, 2008 and 2009 Chevy Impalas, for the Waterloo Police Department. Discussion. Chief Trantham stated only 2 cars are needed at this time with over 105,000 miles on the 2008 and 2005 models. He stated 3 cars are in the budget. Motion passed unanimously with Aldermen Frederick, Koerber, Heller, Notheisen, Thomas, Hopkins, Trantham, and Darter voting yea.

E. Consideration and Action on Approval of Low Bidders from the April 25, 2016, 10:00 a.m., MFT Bid Opening.

Motion made by Alderman Heller and seconded by Alderman Frederick to approve the low bidders from the April 25, 2016, 10:00 a.m., MFT Bid Opening. Discussion. Director Tim Birk stated the low bidders were: Maclair Asphalt, E.J. Dougherty and Mike A. Maedge Trucking. Motion passed unanimously with Aldermen Heller, Notheisen, Thomas, Hopkins, Trantham, Darter, Frederick and Koerber voting yea.

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

Alderman Notheisen announced the meeting for the Garden Club will be May 12, 2016 at the Baptist Church Beacon. The program explains, describes and gives how-to's for plants that attract butterflies. Everyone is welcome.

Alderman Thomas said downtown appears busier with more people shopping and walking.

Alderman Darter visited the Stubborn German over Saturday and stated it was nice.

Alderman Koerber attended the History Museum Gala at J Fires and stated it was good with 90 people attending.

Mayor Smith thanked Collector/Historian Shawn Kennedy for her presentation Sunday of the Kaskaskia/Cahokia Trail program. Shawn stated more than 50 were in attendance. The guest speakers were Tim Hill, Darrell Duensing and Jim Reed.

14. Motion to Adjourn. Motion made by Alderman Hopkins and seconded by Alderman Notheisen to adjourn. Motion passed by unanimous voice vote. Mayor Smith adjourned the meeting at 7:55 p.m.

**Barbara Pace,
CITY CLERK**

**CITY OF WATERLOO, ILLINOIS
COLLECTION REPORT**

	2014-2015	2015-2016	%			%	2014-2015	2015-2016	%
	ACTUAL	BUDGETED	INCREASE/ DECREASE	2015	2016	INCREASE/ DECREASE	FISCAL	FISCAL	INCREASE/ DECREASE
	AMOUNT	AMOUNT		APRIL	APRIL		YTD	YTD	
ELEC SALES	10,267,348.89	10,490,000.00	2.17%	770,764.22	716,239.69	-7.07%	10,267,348.89	10,364,182.82	0.94%
ELEC TAX	262,050.16			19,839.82	18,188.85	-8.32%	262,050.16	259,994.67	-0.78%
ELECT MISC.	492,660.00	239,200.00	-51.45%	36,084.00	20,740.00	-42.52%	492,660.00	253,048.00	-48.64%
SUBTOTAL	11,022,059.05	10,729,200.00	-2.66%	826,688.04	755,168.54	-8.65%	11,022,059.05	10,877,225.49	-1.31%
BEGINNING UNAPPLIED	319,734.31			25,891.73	40,650.96	57.00%	319,734.31	412,175.44	28.91%
UNAPPLIED CASH REC'D	116,468.70			11,397.59	11,774.88	3.31%	116,468.70	129,714.03	11.37%
UNAPPLIED DISBURSED	108,610.29			21,142.40	13,296.86	-37.11%	108,610.29	106,731.97	-1.73%
ENDING UNAPPLIED	327,592.72			16,146.92	39,128.98	142.33%	327,592.72	435,157.50	32.83%
GAS SALES	3,182,179.06	2,474,000.00	-22.25%	433,548.69	334,792.32	-22.78%	3,182,179.06	2,381,742.77	-25.15%
GAS TAX	80,144.20			13,108.99	9,594.72	-26.81%	80,144.20	65,844.76	-17.84%
GAS MISC.	435,141.00	100,000.00	-77.02%	13,628.00	10,383.00	-23.81%	435,141.00	110,510.00	-74.60%
SUBTOTAL	3,697,464.26	2,574,000.00	-30.38%	460,285.68	354,770.04	-22.92%	3,697,464.26	2,558,097.53	-30.81%
WATER SALES	2,116,126.86	2,117,000.00	0.04%	154,739.56	155,055.98	0.20%	2,116,126.86	2,106,615.02	-0.45%
WATER MISC.	272,022.00	81,200.00	-70.15%	8,785.00	10,274.00	16.95%	272,022.00	86,140.00	-68.33%
SUBTOTAL	2,388,148.86	2,198,200.00	-7.95%	163,524.56	165,329.98	1.10%	2,388,148.86	2,192,755.02	-8.18%
SEWER SALES	1,676,422.12	1,693,000.00	0.99%	127,101.32	125,226.69	-1.47%	1,676,422.12	1,680,359.96	0.23%
SEWER MISC.	362,413.00	167,300.00	-53.84%	30,158.00	18,296.00	-39.33%	362,413.00	180,922.00	-50.08%
SUBTOTAL	2,038,835.12	1,860,300.00	-8.76%	157,259.32	143,522.69	-8.74%	2,038,835.12	1,861,281.96	-8.71%
CITY TAX	524,077.62	505,300.00	-3.58%	48,547.89	41,708.43	-14.09%	524,077.62	482,256.57	-7.98%
MISC.	37,655.00	30,700.00	-18.47%	3,114.00	2,661.00	-14.55%	37,655.00	35,163.00	-6.62%
SUBTOTAL	561,732.62	536,000.00	-4.58%	51,661.89	44,369.43	-14.12%	561,732.62	517,419.57	-7.89%
REFUSE FEE	687,868.18	741,450.00	7.79%	56,932.96	55,487.94	-2.54%	687,868.18	703,021.71	2.20%
VEHICLE STICKER	-	-		-	-		-	-	
FINES	63,595.00	47,000.00	-26.09%	7,199.00	5,874.00	-18.41%	63,595.00	48,411.00	-23.88%
PERMITS	93,498.00	80,000.00	-14.44%	5,584.00	5,609.00	0.45%	93,498.00	81,496.00	-12.84%
INSPECTION FEES	18,750.00	20,000.00	6.67%	2,100.00	1,200.00	-42.86%	18,750.00	18,300.00	-2.40%
FRANCHISE FEES	112,175.00	120,000.00	6.98%	-	-		112,175.00	120,855.00	7.74%
LIQUOR LICENSE	5,640.00	6,200.00	9.93%	-	20.00		5,640.00	6,217.00	10.23%
INFRASTRUCTURE FEE	251,709.00	262,000.00	4.09%	18,663.00	21,353.00	14.41%	251,709.00	269,544.00	7.09%
HOTEL/MOTEL TAX	17,256.00	13,000.00	-24.66%	2,762.00	14,061.00	409.09%	17,256.00	26,688.00	54.66%
MISC.	158,244.00	70,370.00	-55.53%	44,705.00	4,517.00	-89.90%	158,244.00	76,788.00	-51.47%
REPLACEMENT TAX	60,695.00	63,930.00	5.33%	15,486.00	12,026.00	-22.34%	60,695.00	61,711.00	1.67%
COUNTY TAX	394,465.00	399,500.00	1.28%	-	-		394,465.00	399,268.00	1.22%
SALES TAX	2,140,229.00	2,200,000.00	2.79%	169,928.00	171,655.00	1.02%	2,140,229.00	2,205,481.00	3.05%
BUSINESS DISTRICT TAX	61,031.00	66,000.00	8.14%	5,496.00	7,533.00	37.06%	61,031.00	72,251.00	18.38%
VIDEO GAMING	51,873.00	60,000.00	15.67%	4,684.00	5,601.00	19.58%	51,873.00	59,800.00	15.28%
INCOME TAX	1,141,632.00	1,248,000.00	9.32%	128,217.00	122,531.00	-4.43%	1,141,632.00	1,273,383.00	11.54%
SUBTOTAL	5,258,660.18	5,397,450.00	2.64%	461,756.96	427,467.94	-7.43%	5,258,660.18	5,423,214.71	3.13%
MOTOR FUEL TAX	336,043.00	265,500.00	-20.99%	9,042.00	18,537.00	105.01%	336,043.00	263,777.00	-21.50%
MISC.	491.00	575.00	17.11%	34.00	163.00	379.41%	491.00	930.00	89.41%
SUBTOTAL	336,534.00	266,075.00	-20.94%	9,076.00	18,700.00	106.04%	336,534.00	264,707.00	-21.34%
UTILITY DEPOSITS	109,900.00	-		9,600.00	7,775.00	-19.01%	109,900.00	119,675.00	8.89%
TOTAL DEPOSITS	25,529,802.79	23,561,225.00	-7.71%	2,151,250.04	1,928,878.50	-10.34%	25,529,802.79	23,944,090.31	-6.21%

May 16, 2016

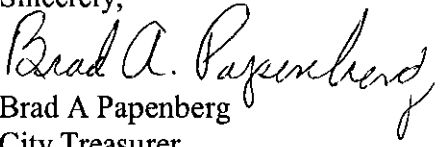
To: Mayor Tom Smith
City Attorney
City Aldermen

Re: Treasurer's Report

Attached, please find the April 30, 2016 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 of Waterloo weekdays from 8:00 AM – 5:00 PM. The phone number is 618-939-7194.

Sincerely,


Brad A Papenberg
City Treasurer

**TREASURER'S REPORT
CITY OF WATERLOO**

For the month ending
April 30, 2016

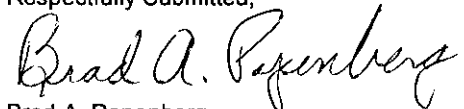
CHECKING ACCOUNT	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
Petty Cash	\$ 497.98	\$ -	\$ -	\$ 497.98
Utility Deposit	58,948.17	8,128.23	6,474.53	60,601.87
General Fund	469,163.61	157,294.13	508,446.53	118,011.21
Motor Fuel Tax	24,804.38	50,026.04	32,948.31	41,882.11
Water Fund	516,227.61	162,341.68	115,963.62	562,605.67
Sewer Fund	462,686.41	140,671.34	135,445.82	467,911.93
Gas Fund	962,524.17	353,242.53	256,029.38	1,059,737.32
Electric Fund	853,958.80	762,423.45	716,566.50	899,815.75
Capital Improvements	228,546.27	45,108.06	-	273,654.33
D.A.R.E.	3,044.60	3.93	612.54	2,435.99
Interest	4,926.80	2,539.08	7,465.88	-
Hotel/Motel Tax	89,497.48	14,297.73	-	103,795.21
TOTALS:	\$3,674,826.28	\$1,696,076.20	\$1,779,953.11	\$3,590,949.37

INVESTED FUNDS				
Capital Improvements	\$ 2,244,393.78	465.04		\$ 2,244,858.82
Electric	\$ 2,942,466.94	609.68		2,943,076.62
E-Pay Utility Bills	3,636.40	17,150.48	18,069.52	2,717.36
Farm Account Income	111,008.27	13.69		111,021.96
Gas	3,365,746.00	697.38		3,366,443.38
General Fund	6,622,544.29	343,105.56		6,965,649.85
Motor Fuel	591,967.55	18,674.52	50,000.00	560,642.07
Pension Reserve	823,486.01	284,897.99		1,108,384.00
Sewer	1,476,623.20	305.95		1,476,929.15
Utility Deposits	303,124.68	62.81		303,187.49
Water	1,539,680.00	319.03		1,539,999.03
Total Invested Funds:	\$20,024,677.12	\$666,302.13	\$68,069.52	\$20,622,909.73

Total All City Funds:	\$23,699,503.40	\$2,362,378.33	\$1,848,022.63	\$24,213,859.10
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Debt and Pension Obligations	Date Opened	Original Balance	Current Balance	Rate	Payment Dates
IEPA Sewer Loan	5/24/2007	\$12,372,060.00	\$7,721,345.00	2.50%	Jan and July
Unfunded Actuarial Accrued Liability - IMRF			\$1,740,126.00		
Unfunded Actuarial Accrued Liability - Police			\$3,042,048.00		
Total Liabilities		\$12,372,060.00	\$12,503,519.00		

Respectfully Submitted,



Brad A. Papenberg
City Treasurer

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:
May 16, 2016
(Date)
2. Description of matter to be placed on agenda:
Presentation of Sister Cities Day Proclamation.

3. Relief or action to be requested:
Proclamation.

4. Submittal date: 05-12-16

Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Presentation of Emergency Medical Services Week Proclamation.

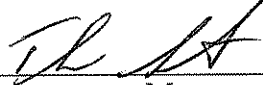
3. Relief or action to be requested:
Proclamation.

4. Submittal date: 05-12-16

Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Appointment of Mr. Daniel Hayes as the City Attorney.

3. Relief or action to be requested:
Consensus.

4. Submittal date: 05-12-16

Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 16-06 Approving the ITEP South
Market Street Grant Application for Sidewalk Construction.

3. Relief or action to be requested:
Approval.

4. Submittal date: 05-12-16

Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

RESOLUTION NO. 16-06

A RESOLUTION IN SUPPORT OF THE ITEP SOUTH MARKET STREET SIDEWALK GRANT APPLICATION TO THE STATE OF ILLINOIS.

WHEREAS, The City of Waterloo, Illinois desires for the continuation and connection of a sidewalk on South Market Street from Bulldog Boulevard to Illinois State Route 3 at the Vandebrook Drive intersection, within a right-of-way owned by the State of Illinois; and,

WHEREAS, The Waterloo High School is located on Bulldog Boulevard and needs to be safely accessible to all students who walk to school from within the City of Waterloo; and,

WHEREAS, The Vandebrook Subdivision, as located between State Highway Route 3 and Lakeview Park, remains inaccessible by sidewalk and needs to be connected to the City proper; and,

WHEREAS, The City is desirous of a continuous walking path around the City of Waterloo.

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF WATERLOO, ILLINOIS on this 16th day of May, 2016 that an ITEP Grant Application shall be submitted to the State of Illinois for the construction of a sidewalk along South Market Street to connect Bulldog Boulevard with State Route 3 at the Vandebrook Drive intersection.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

SIGNED:

Thomas Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Resolution No. 16-07 Approving Construction of
Rogers Street / Country Club Lane Sidewalk in Cooperation with Monroe County.

3. Relief or action to be requested:
Approval.

4. Submittal date: 05-12-16
Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

RESOLUTION NO. 16-07

A RESOLUTION IN SUPPORT OF A JOINT SIDEWALK PROJECT WITH MONROE COUNTY FOR THE ROGERS STREET / COUNTRY CLUB LANE / NORTH MARKET STREET SIDEWALK PROJECT.

WHEREAS, Monroe County has expressed a desire to install a sidewalk connecting the current Rogers Street sidewalk with a sidewalk on North Market Street; and,

WHEREAS, the City of Waterloo, Illinois is in agreement with Monroe County on construction of a sidewalk to connect the current city sidewalk on Rogers Street with a sidewalk on North Market Street; and,

WHEREAS, the course of the sidewalk to be construction will run from the existing Rogers Street sidewalk down to Country Club Lane, along Country Club Lane, crossing Illinois State Route 3 at an existing stop light; and continuing along North Market Street to its existing sidewalk; and,

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL AND MAYOR OF THE CITY OF WATERLOO, ILLINOIS on this 16th day of May, 2016 that they are in support of and in agreement with Monroe County for the Rogers Street / Country Club Lane / North Market Street Sidewalk Project.

AYES: _____

NAYES: _____

ABSENT: _____

ABSTAINED: _____

SIGNED:

Thomas Smith, Mayor

ATTESTED:

Barbara Pace, City Clerk

AGENDA REQUEST

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

1. Request is made for placement on the agenda for meeting to be held on:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on City's Annual \$7,500.00 Contribution to Western Egyptian.

3. Relief or action to be requested:
Approval.

4. Submittal date: 05-12-16

Submitted by:
Mayor Tom Smith

DISPOSITION

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



Mayor

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Raffle License Request and Waiver of Bond from the
Monroe County EMS Association for a Raffle to be held on July 09, 2016, 9:00 p.m.,
Monroe County EMS Base.

3. Relief or action to be requested:
Approval.

4. Submittal date: 05-05-16

Submitted by:
Ryan Kaylor
Monroe County EMS Association

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



PAID

MAY 05 2016

CITY OFFICES
100 West Fourth Street
Waterloo, Illinois 62298
618.939.8600

Thomas G. Smith, Mayor

CITY OF WATERLOO

APPLICATION FOR RAFFLE LICENSE

License No.	_____
Date	_____
Fee	\$ 15.00

Organization Name: Monroe County EMS Association
 Address: 901 Illinois Ave Suite C, Waterloo IL
 Type of Organization: Non for profit
 Length of Existence of Organization: 1978 to present
 If organization is incorporated, what is the date and state of incorporation?
 Date: _____ State: _____

List organization's presiding officer, secretary, raffle manager, and any other members responsible for the conduct and operation of the raffle:

PRESIDENT: Ryan Kayler

Address: _____

Phone #: _____

SECRETARY: Caitlyn Thompson

Address: _____

Phone #: _____

RAFFLE MANAGER: Ryan Kayler

Address: _____

Phone #: _____



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

X This is a request for a single raffle license

This is a request for a multiple raffle license

If a multiple raffle license is requested, list on Exhibit 1, as attached, the date, time, and location for each raffle to be held within a one (1) year period of time from the date of the issuance of the license.

Aggregate Retail Value of Prizes	Fee
Less than \$500	\$5
\$500 or more, but less than \$1,000	\$15
\$1,000 or more, but less than \$10,000	\$25
\$10,000 or more, but less than \$100,000	\$35
More than \$100,000	\$50

The Application Fee is non-refundable even if the application is denied by the Waterloo City Council.

The Aggregate retail value of all prizes to be awarded: \$ 900.00
 Maximum retail value of each prize to be awarded: \$ 450.00 each
 Maximum price charged for each raffle chance issued or sold: \$ 20.00
 Maximum number of raffle chances to be issued or sold: # 500

The area or areas in which raffle chances will be issued or sold: Monroe County & surrounding areas

Time period in which raffle chances will be issued or sold: May 18, 2016 - July 9~~th~~th, 2016

The date, time, and location at which winning chances will be determined:
07/18⁰⁹/2016 9:00 pm Monroe County EMS Base
 Date Time Location



SWORN STATEMENT

The following officers attest to the not-for-profit character of the applicant organization.

Monroe County EMS Association

Name of Organization

Dated this 5th day of May, 2016.

Ryan Kayler

PRESIDING OFFICER

SECRETARY

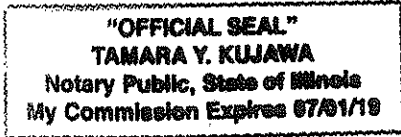
STATE OF IL
COUNTY OF Monroe County SS.

Signed and sworn to before me this 5th day of May, 2016.

Tamara Y. Kujawa

NOTARY PUBLIC

My Commission Expires: 7-1-19



CERTIFICATION

I, Ryan Kayler, of the Monroe County EMS Association, Presiding Officer Organization

do hereby certify that the information contained in this application is true and correct.

Dated this 5th day of May, 2016.

Ryan Kayler

PRESIDING OFFICER

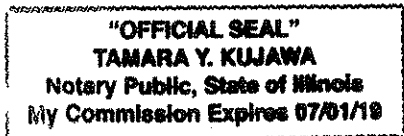
STATE OF IL
COUNTY OF Monroe County SS.

Signed and sworn to before me this 5th day of May, 2016.

Tamara Y. Kujawa

NOTARY PUBLIC

My Commission Expires: 7-1-19



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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Street Closure Request from the Waterloo Optimist Club for their Annual Car Show to be held on June 05, 2016 in Downtown Waterloo.

3. Relief or action to be requested:
Approval of street closure as per the attached map.

4. Submittal date: 05-03-16

Submitted by:
Kevin Oeste, Car Show Chairman
Waterloo Optimist Club

DISPOSITION

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



Mayor



May 3, 2016

City of Waterloo

To Whom It May Concern
100 West Fourth Street
Waterloo, IL 62298

To Whom It May Concern:

I would like to submit a request to have city streets closed for a car show sponsored by the Waterloo Optimist Club. Pending the approval by the city of Waterloo, the show will take place on Sunday, June 5, 2016.

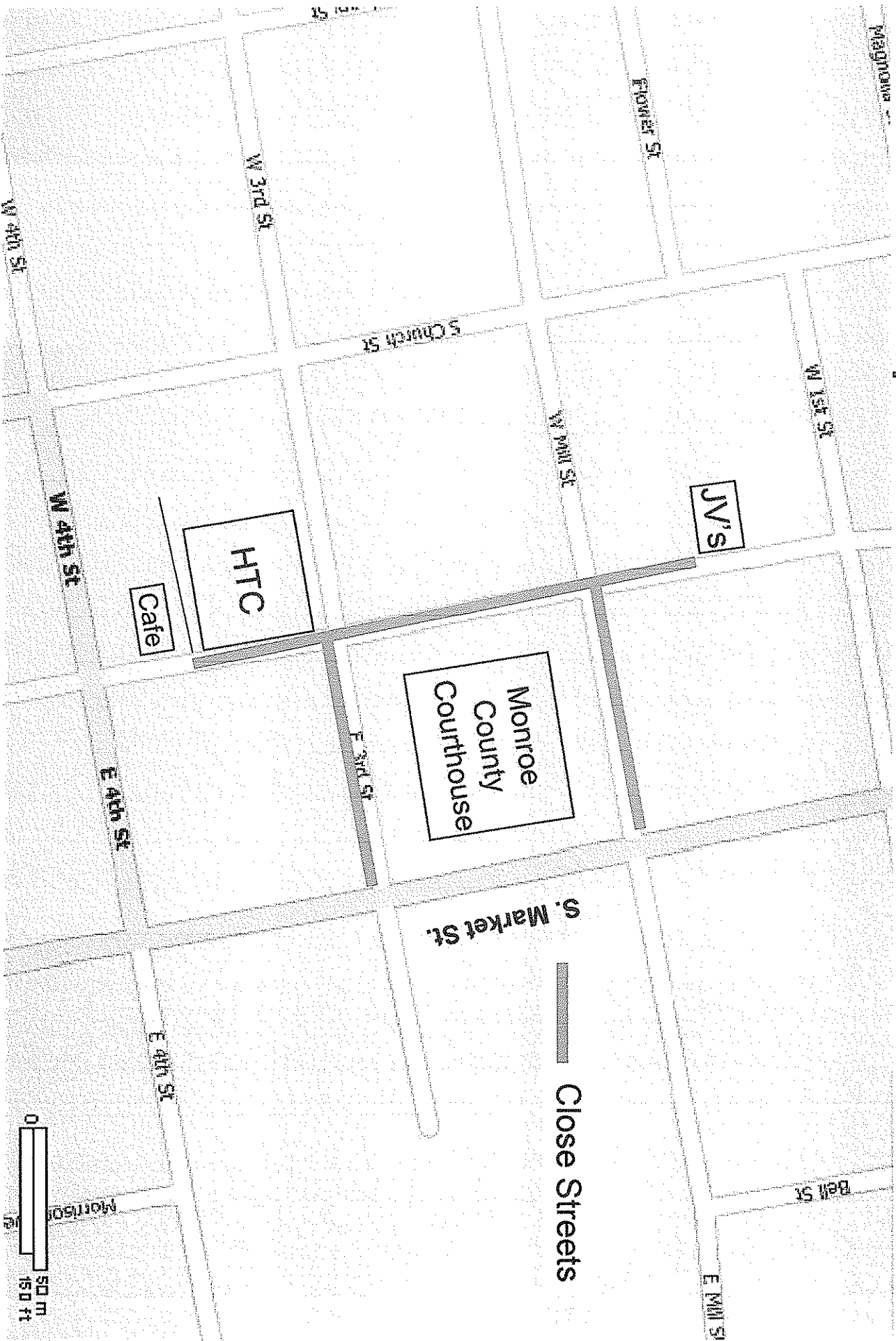
The streets will need to be closed from 8 a.m. to at least 5 p.m. Please see the attached map showing the streets we would like to have closed.

All proceeds raised from this event will benefit local youth. If you have any questions regarding the event, please contact myself, chairman of the show on my cell 618-410-2431.

Thank you,

Kevin Oeste
Car Show Chairman

Map of Downtown Waterloo



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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Approval of the SS Peter and Paul Catholic Church
2nd Annual Pancake Ride to be held on June 11, 2016 beginning at 8:00 a.m.

3. Relief or action to be requested:
Approval of route as attached.

4. Submittal date: 05-04-16

Submitted by:
Father Osang Idagbo, C.M.
SS Peter and Paul Catholic Church

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

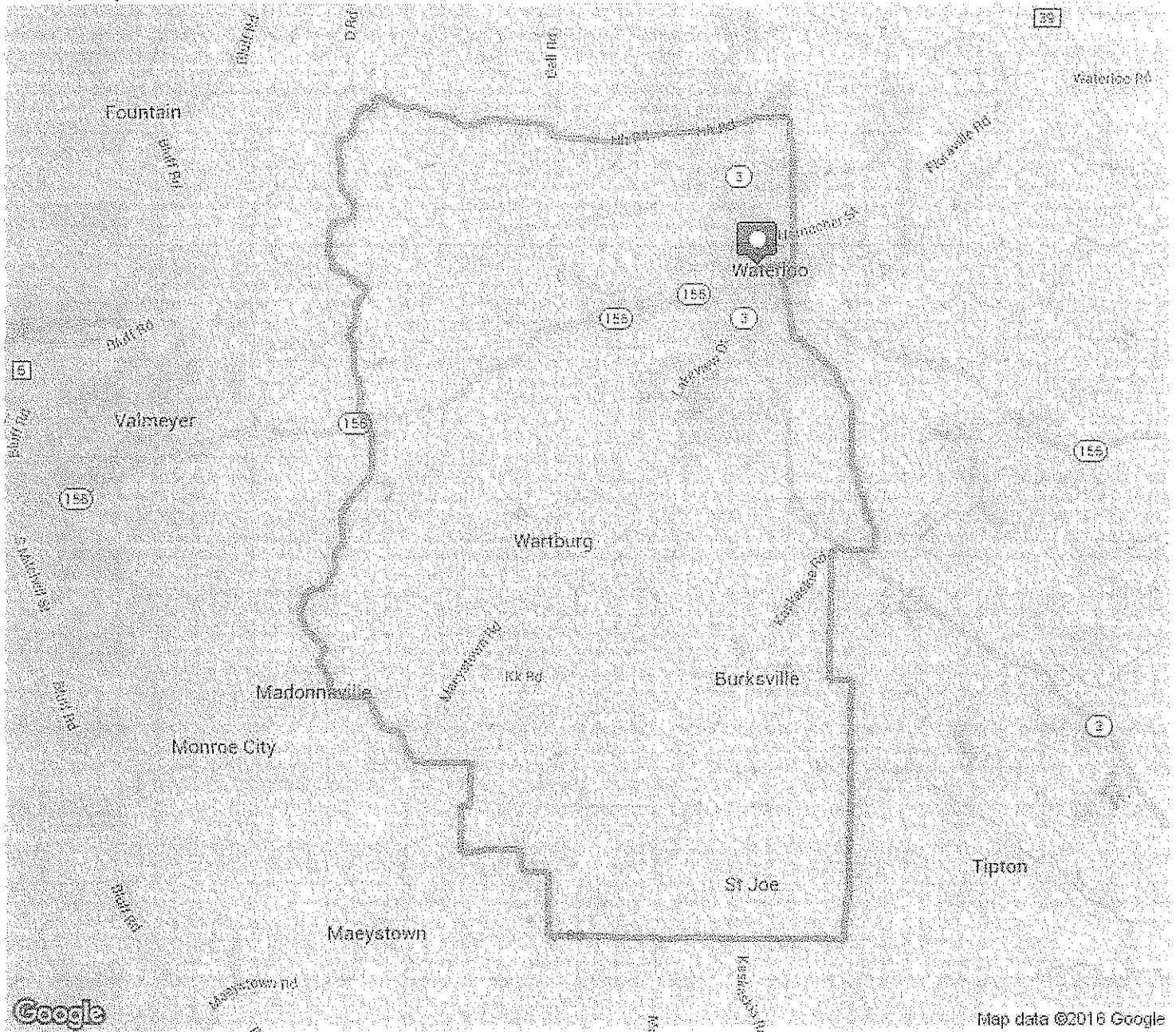





Large Stack Pancake Route












Distance: 33.84 mi




















Elevation: 862.55 ft (Max: 762.7 ft)



mapmyride



-  Head east on W Mill St toward S Church St 0 mi (+0.3 mi)
-  Head east on E Mill St toward Bell St 0.3 mi (+0.14 mi)
-  Head south on Rogers St toward E 3rd St 0.44 mi (+0.14 mi)

 Head west on E 4th St toward Morrison Ave	0.58 mi (+0.13 mi)
 Turn left onto Morrison Ave Destination will be on the left	0.71 mi (+0.03 mi)
 Head south on Morrison Ave toward Lincoln St	0.74 mi (+0.23 mi)
 Head south on Morrison Ave toward Front St	0.97 mi (+0.21 mi)
 Head south on Morrison Ave toward Hartmann St	1.18 mi (+0.12 mi)
 Head south on Morrison Ave toward Kurken Dr	1.31 mi (+0.22 mi)
 Head south on Legion Dr	1.53 mi (+0.06 mi)
 Head southeast on Old Red Bud Rd	1.59 mi (+0.13 mi)
 Head southeast on Old Red Bud Rd toward E Bulldog	1.72 mi (+0.34 mi)
 Head southeast on Old Red Bud Rd toward E Bulldog	2.06 mi (+0.23 mi)
 Head southeast on Old Red Bud Rd toward Fortman Ln Destination will be on the right	2.28 mi (+0.56 mi)
 Head south on Old Red Bud Rd toward Fortman Ln Destination will be on the left	2.85 mi (+1.01 mi)
 Head southeast on Old Red Bud Rd toward Quarry Dr	3.86 mi (+0.39 mi)
 Turn right to stay on Old Red Bud Rd	4.25 mi (+0.33 mi)
 Turn right onto IL-3	4.58 mi (+0.1 mi)
 Turn left onto Kaskaskia Rd	4.68 mi (+0.09 mi)
 Head southwest on Kaskaskia Rd toward G Rd	4.77 mi (+0.04 mi)
 Turn left onto G Rd Destination will be on the right	4.81 mi (+0.33 mi)
 Head south on G Rd toward 1300 N/Kk Rd	5.14 mi (+1.15 mi)
 Turn left onto 1300 N/Kk Rd	6.28 mi (+0.25 mi)
 Turn right onto G Rd	6.53 mi (+0.18 mi)
 Head south on G Rd toward LI Rd Destination will be on the left	6.72 mi (+1.17 mi)
 Head south on G Rd toward LI Rd	7.89 mi (+1.52 mi)
Head south on G Rd toward LI Rd	9.41 mi (+0.15 mi)

		
	Turn right onto LI Rd Destination will be on the right	9.56 mi (+0.15 mi)
	Head west on LI Rd toward G Rd Destination will be on the left	9.71 mi (+3.26 mi)
	Head west on LI Rd toward Altes Rd	12.97 mi (+0.02 mi)
	Turn right onto Altes Rd Destination will be on the right	12.99 mi (+0.25 mi)
	Head north on Altes Rd Destination will be on the left	13.25 mi (+0.93 mi)
	Head north on Altes Rd toward Bushy Prairie Rd	14.18 mi (+0.18 mi)
	Continue onto Bushy Prairie Rd	14.36 mi (+0.59 mi)
	Turn right onto Fischer Rd Destination will be on the right	14.95 mi (+0.22 mi)
	Head north on Fischer Rd toward Koch Rd	15.17 mi (+0.95 mi)
	Continue onto Koch Rd	16.12 mi (+0.67 mi)
	Turn right onto 4800/Maeys Rd Destination will be on the right	16.79 mi (+0.08 mi)
	Head northwest on 4800/Maeys Rd Destination will be on the right	16.87 mi (+0.52 mi)
	Head west on 4800/Maeys Rd toward 1300 N/Kk Rd	17.39 mi (+0.38 mi)
	Turn left onto 1300 N/Kk Rd	17.78 mi (+0.49 mi)
	Turn right onto Ahne Rd/Anne Rd/Deer Hill Rd Destination will be on the left	18.27 mi (+0.06 mi)
	Head north on Ahne Rd/Anne Rd/Deer Hill Rd Continue to follow Deer Hill Rd	18.33 mi (+0.46 mi)
	Head northeast on Deer Hill Rd toward C Rd Destination will be on the left	18.78 mi (+1.24 mi)
	Head northeast on Deer Hill Rd toward Db Rd Destination will be on the right	20.03 mi (+1.52 mi)
	Head north on Deer Hill Rd toward IL-156 E	21.55 mi (+0.46 mi)
	Turn left onto IL-156 W	22.01 mi (+0.04 mi)
	Turn right onto Deer Hill Rd Destination will be on the right	22.05 mi (+0.34 mi)
	Head north on Deer Hill Rd toward Trout Camp Rd	22.4 mi (+1.27 mi)
	Turn left to stay on Deer Hill Rd Destination will be on the left	23.66 mi (+0.37 mi)

 Head west on Deer Hill Rd toward Christopher Oaks Ln	24.03 mi (+1.27 mi)
 Head north on Deer Hill Rd Destination will be on the left	25.3 mi (+0.89 mi)
 Head north on Deer Hill Rd toward Hh Rd	26.2 mi (+0.47 mi)
 Turn right onto Hh Rd Destination will be on the right	26.66 mi (+0.57 mi)
 Head southeast on Hh Rd toward Forest Hills Ln Destination will be on the right	27.23 mi (+1.26 mi)
 Head east on Hh Rd toward Briar Creek Ln	28.49 mi (+0.31 mi)
 Turn right to stay on Hh Rd Destination will be on the left	28.79 mi (+0.45 mi)
 Head east on Hh Rd toward N Moore St Destination will be on the left	29.24 mi (+1.03 mi)
 Head east on Hh Rd toward N Moore St	30.28 mi (+0.97 mi)
 Continue onto Country Club Ln Destination will be on the right	31.25 mi (+0.25 mi)
 Head east on Country Club Ln	31.5 mi (+0.19 mi)
 Turn right onto Rogers St Destination will be on the left	31.7 mi (+0.24 mi)
 Head south on Rogers St toward Benjamin Ln Destination will be on the left	31.93 mi (+1.01 mi)
 Head south on Rogers St toward Hamacher St	32.95 mi (+0.45 mi)
 Turn right onto E Mill St	33.4 mi (+0.22 mi)
 Head west on E Mill St toward N Market St	33.62 mi (+0.12 mi)
 Head west on W Mill St toward S Church St	33.74 mi (+0.06 mi)
 Head west on W Mill St toward S Library St	33.8 mi (+0.01 mi)
 Head west on W Mill St toward S Library St	33.81 mi (+0.01 mi)
 Head west on W Mill St toward S Library St	33.81 mi (+0.01 mi)
 Head west on W Mill St toward S Library St	33.82 mi (+0.01 mi)
 Head west on W Mill St toward S Library St	33.83 mi (+0.01 mi)
 Head west on W Mill St toward S Library St	33.83 mi (+0 mi)
 Head west on W Mill St toward S Library St	33.84 mi (+0 mi)

 Head west on W Mill St	33.84 mi (+0 mi)
 Head west on W Mill St toward S Library St	33.84 mi (+0 mi)
 Head west on W Mill St toward S Library St	33.84 mi (+0 mi)
 Head west on W Mill St toward S Library St	33.84 mi (+0 mi)
 Destination	33.84 mi (+0 mi)

MapMyRide • <http://mapmyride.com/routes/view/1060461902>

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on ¼ Page Ad to be placed in the Tourism Times
Fall Issue in the amount of \$786.00 to be paid out of the Hotel/Motel
Tax Fund.

3. Relief or action to be requested:
Approval.

4. Submittal date: May 10, 2016

Submitted by:
Sarah Deutch

DISPOSITION

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



Mayor

AGENDA REQUEST

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

- 1. Request is made for placement on the agenda for meeting to be held on:
May 16, 2016
(Date)
 - 2. Description of matter to be placed on agenda:
Consideration and Action on Agreement with E4 Health, Inc. for services to the
Employee Assistance Program at an annual rate of \$2,500.00 beginning June 1,
2016.
 - 3. Relief or action to be requested:
Approval
 - 4. Submittal date: 5/12/16
- Submitted by:
Clyde Heller, Insurance Committee Chairman

DISPOSITION

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



Mayor

AGREEMENT

THIS AGREEMENT is made and entered into effective as of the 1st day of June, 2016, by and between E4 Health, Inc., a Delaware corporation (“E4 Health”), and City of Waterloo, (“Employer”).

RECITALS:

WHEREAS, E4 Health provides administrative, counseling and referral services to employers for employee assistance programs established for the benefit of their employees and their dependents; and

WHEREAS, Employer desires to provide an employee assistance program pursuant to ERISA for the benefit of its eligible employees and other eligible persons; and

WHEREAS, E4 Health is willing and able to provide the Product Services described herein for the Employee Assistance established by the Employer;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do hereby agree as follows:

Article I Definitions

1.1 “Covered Person” shall mean an Eligible Employee or an Eligible Dependent.

1.2 “Product Services” shall mean the individual counseling, marital counseling, and/or family counseling associated with work-related problems, parent-child differences, and substance abuse issues; telephone consultation; management consultation services; and referral services, and condition care management or wellness programs described in Exhibit A attached hereto.

1.3 “Eligible Dependent” shall mean any household member or immediate family member of an Eligible Employee who is eligible to receive Product Services under the Employee Assistance Program of the Employer.

1.4 “Eligible Employee” shall mean a full-time or part-time employee, or COBRA beneficiary of Employer who is eligible to receive Product Services under the Employee Assistance Program as established by the Employer.

1.5 “Employee Assistance Program” shall mean the program established by Employer pursuant to ERISA to provide Covered Persons with an assessment of a personal, emotional, marital, family, financial, or legal problem and either: (a) a referral of the Covered Person to an EAP Provider or other resource for assistance in resolving the presenting problem as appropriate, or (b) brief short-term counseling by an EAP counselor to resolve the presenting problem, as appropriate.

1.6 “Wellness Program” shall mean the program developed by Employer to include activities such as company-sponsored exercise, weight-loss competitions, educational seminars, tobacco-cessation programs and health screenings that are designed to help employees eat better, lose weight and improve their overall physical health.

1.7 “Condition Care Management” shall mean the program developed by Employer to include a system of coordinated healthcare interventions and communications for populations with conditions in which patient self-care efforts are significant.

1.8 “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

Article II Duties of E4 HEALTH

2.1 Product and Program Services. During the term of this Agreement, E4 Health shall provide certain services to the Employee Assistance Program(s) as described below:

(a) E4 Health shall provide the product services to the Employee Assistance Program that are described in Exhibit A attached hereto and made a part hereof (the “Product Services”).

(b) E4 Health shall provide, for the benefit of Covered Persons, one or more EAP counselors or wellness coaches who may be either employees of E4 Health (a “E4 Health Counselor”) or independent contractors of E4 Health (an “EAP Provider”). Each EAP counselor or wellness coach shall be either a mental health counselor, clinical social worker, marriage and family counselor, clinical psychologist, certified addiction professional, Master’s level behavioral professional or allied health professional, as appropriate, and each such EAP counselor or wellness coach shall have an appropriate state professional license.

(c) Non-emergency Product Services shall be provided by appointment only either at the office of an EAP Provider or telephonically with an E4 Health Counselor. Access to an EAP Provider or E4 Health Counselor or Wellness Coach will be available through either a referral of a Covered Person by Employer to E4 Health or by Covered Person self-referral to E4 Health.

(d) In the event the Covered Person’s presenting symptoms require non-mental health and/or substance abuse specialized care, e.g. a legal problem, housing problem, or consumer credit problem, the EAP Provider or E4 Health Counselor or Wellness Coach shall refer such Covered Person to an appropriate pre-selected resource. Referral shall also be made for acute care needs, psychiatric care, and problems not amenable to short-term counseling, e.g. major depression, psychosis, panic disorder, and severe chemical dependency. Fees for professional services rendered by resources other than an EAP Provider or E4 Health Counselor or for non-Product Services, if any, shall be the responsibility of the Covered Person and not the responsibility of E4 Health.

(e) E4 Health shall have the sole financial responsibility to pay each claim for Product Services rendered by an EAP Provider. In no event, including, but not limited to non-payment by E4 Health or a breach of this Agreement by E4 Health or Employer, shall an EAP Provider bill, collect any payment, or seek reimbursement from a Covered Person for Product Services.

(f) Neither E4 Health, an E4 Health Counselor, Wellness Coach nor the EAP Provider shall assume any responsibility for the supervision of, or the employment status of, any employee of Employer; such supervision and/or decisions regarding the employment status of an employee of Employer shall be the sole responsibility of Employer.

2.2 Preparation and Maintenance of Business Records. E4 Health agrees to prepare and maintain, for each Covered Person receiving Product Services under this Agreement, adequate business records documenting the Product Services arranged by E4 Health and the adjudication of such Claim. Such records shall be in the form, contain such information, and be retained for such time period as is required by applicable federal and state laws, licensing requirements, and professional standards governing the provision of Product Services; provided, however, that in no event shall such records be retained for less than seven (7) years. E4 Health's obligation to maintain such records shall not terminate upon the termination of this Agreement.

2.3 Licensure and Conduct. During the term of this Agreement, E4 Health shall comply with all applicable federal and state licensing requirements and shall perform the Product Services in conformance with all applicable federal and state statutes, regulations, and rules.

2.4 Liability Insurance. During the term of this Agreement, E4 Health, at its sole cost and expense, shall procure and maintain professional liability insurance covering its activities under this agreement with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. E4 Health shall provide written evidence of such coverage to Employer upon request, and E4 Health shall give the Employer at least thirty (30) days advance written notice of cancellation of any such professional liability insurance.

2.5 Final Authority, Plan Administrator. E4 Health acknowledges and agrees that Employer shall retain all final authority and responsibility for the Employee Assistance Program including, but not limited to, compliance with ERISA and any other state or federal law applicable to Employer or the administration of the Employee Assistance Program. E4 Health and Employer agree that E4 Health's role shall be limited to that of providing the Product Services on behalf of Employer in accordance with the Employee Assistance Program and this Agreement. E4 Health shall not for any purpose be deemed the Employer's "Plan Administrator" or a "fiduciary" under ERISA or otherwise. Employer shall be responsible for the preparation and filing of any reports, returns, or disclosures required by the U.S. Department of Labor, the Internal Revenue Service, or any other federal or state agency.

2.6 Limitation of Liability. E4 Health shall not be liable to Employer or any other person for any mistake of judgment or other action taken in good faith, or for any loss or damage

occasioned thereby, unless the loss or damage is due to E4 Health's gross negligence, criminal conduct, or fraudulent acts.

Article III Duties of Employer

3.1 Compensation to E4 Health. Employer agrees to pay E4 Health for the Product Services rendered to Employer under this Agreement on an annual basis, a fee of **TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,500.00)** (the "Product Fee"). The Product Fee shall be due and payable on the 1st day of the first month of each **YEAR** during the term of this agreement. If E4 Health is not paid within thirty (30) days of the time period set forth above, then, in addition to such delinquent payment, Employer shall pay E4 Health a late payment charge equal to one and one-half percent (1.5%) of the delinquent payment which charge shall accrue monthly until the delinquent payment is paid in full. The rates on which the Product Fee is based shall be guaranteed for an initial one (1) year period. During that one (1) year period, if the number of Covered Employees is reduced by more than twenty percent (20%), or clinical utilization (telephonic and/or face-to-face EAP Sessions) exceeds ten percent (10%), E4 Health reserves the right to review pricing and negotiate new pricing if necessary. Conversely, if the number of Covered Employees is increased by more than twenty percent (20%), Employer reserves the right to review pricing and request the re-negotiation of new pricing if necessary.

3.2 Census Reports. For each contract month while this Agreement is in effect, Employer shall deliver to E4 Health a count of the number of Eligible Employees for that contract month. Minimally, on a monthly basis, E4 Health will receive a complete Eligibility Report listing the name of each Covered Person, his or her social security or other agreed upon alternate identification number, and the date that such person becomes eligible for benefits under the Employee Assistance Program (the "Eligibility Report"). The Eligibility Report may be in an electronic data processing format compatible with E4 Health's electronic data processing system. E4 Health shall have no duty to verify the information in any Eligibility Report.

3.3 Ineligible Persons. Employer shall be financially responsible for any Product Services provided to an individual who claims to be a Covered Person, but who is not in fact a Covered Person, due to erroneous or incomplete information furnished to E4 Health by Employer.

Article IV Term of Agreement/Termination

4.1 Term. This Agreement shall be effective as of the 1st day of June, 2016, and shall remain in full force and effect for a period of twelve (12) months and thereafter shall automatically renew for successive one-year terms until terminated in accordance with the terms of this Agreement. This Agreement may automatically terminate upon the mutual written agreement of the parties hereto. Either party may opt to terminate this agreement with ninety (90) days prior written notice without cause.

4.2 Termination for Cause. Notwithstanding Section 4.1 above, either party may terminate this Agreement upon sixty (60) days prior written notice (the "Notice") to the other party in the event: (a) the other party shall fail to perform any material duty or obligation imposed upon it by this Agreement; provided, however, that the breaching party does not cure such breach within sixty (60) days following written notice from the non-breaching party specifying the facts underlying the non-breaching party's claim that the other party is in breach of this Agreement and requesting that such breach be cured; or (b) the other party becomes "bankrupt" as defined below. As used herein, a party shall be deemed to be "bankrupt" if (i) an involuntary petition under any bankruptcy or insolvency law is filed with respect to a party or a receiver of, or for the property of, such party is appointed without the acquiescence of such party, which petition or appointment remains undischarged or unstayed for an aggregate period of sixty (60) days (whether or not consecutive); or (ii) a voluntary petition under any bankruptcy or insolvency law is filed by or on behalf of such party, or a receiver of or for the property of such party is acquiesced in by such party, or such party does any similar act of like import.

4.3 Provision of Services Upon Termination. Upon termination of this Agreement in accordance with Sections 4.1 or 4.2 above, if an EAP Provider is providing Product Services with regard to a Covered Person who is in treatment on the date of termination of this Agreement, then Employer may request, and at its option, E4 Health may agree, that E4 Health will continue to provide Product Services, for up to a maximum of three (3) sessions with the Covered Person. Employer agrees to compensate E4 Health for any Product Services provided after the expiration or termination of this Agreement at a rate of **Eighty Dollars (\$80.00)** per session.

Article V General Provisions

5.1 Recitals. The parties acknowledge that the statements contained in the Recitals above are true and correct, and the Recitals are incorporated herein by reference and made a part hereof.

5.2 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between E4 Health and Employer other than that of independent parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither E4 Health nor Employer nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner or representative of the other.

5.3 Dispute Resolution. In the event that the parties hereto are unable to resolve any dispute regarding the interpretation or application of any provision of this Agreement through good faith negotiations, such dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of the Agreement; the arbitrator shall be bound by controlling law. In no event shall Employer disclose or discuss, directly or indirectly, any such dispute, disagreement or grievance concerning this Agreement with any entity other than legal counsel.

5.4 HIPAA Compliance. Each party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164 and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the “HIPAA Requirements.” Each party agrees to comply with the HIPAA Requirements to the extent applicable to such party and further agrees that it shall not use or further disclose Protected Health Information (as defined under the HIPAA Requirements) other than as permitted by the HIPAA Requirements. The parties further agree to execute such other agreements and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement and the transactions contemplated hereby.

5.5 Indemnification.

(a) E4 Health shall indemnify and hold Employer harmless from any and all liability (including without limitation reasonable attorneys fees) arising from acts of fraud, negligence, or dishonesty and any errors and omissions committed by E4 Health, its officers or employees, in connection with or a result of the performance of this agreement.

(b) Employer shall indemnify and hold E4 Health harmless from any and all liability (including without limitation reasonable attorneys fees) arising from acts of fraud, negligence, or dishonesty and any errors and omissions committed by Employer, its officers or employees, in connection with or a result of the performance of this agreement.

5.6 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that E4 Health may, upon written notice to the Employer, assign this Agreement to a corporation controlled by, controlling or under common control of E4 Health.

5.7 Notices. Any notice, request, demand, report, offer, acceptance, certificate or other instrument which may be required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer, and hand delivered to the other party or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth below or at such other address of which any party may so notify the other party:

If to Employer:

City of Waterloo
ATTN: Thomas Smith - Mayor
100 West Fourth Street
Waterloo, IL 62298

If to E4 Health:

E4 Health, Inc.
105 Decker Court, Suite 475
Irving, TX 75062
Attn: Bill Mulcahy, CEO

Any such notice, request, demand or other communication shall be deemed given upon the date of mailing if mailed pursuant to the provisions of this Section 5.6.

5.8 Captions; Partial Invalidity. The captions and article and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such provisions of this Agreement nor in any way affect this Agreement. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

5.9 Change in Law or Regulations. Should any statute, regulation, or rule be enacted, amended, or interpreted by any governmental body or agency having jurisdiction over E4 Health or Employer during the term of this Agreement so as to materially affect the ability of a party to perform any provision of this Agreement, then the parties shall forthwith and in good faith renegotiate the provision of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.

5.10 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third party.

5.11 Amendment. This Agreement may only be amended or modified by a written instrument executed by the parties hereto.

5.12 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

5.13 Entire Agreement. This Agreement constitutes the sole and complete agreement among the parties hereto, and supersedes any and all prior or contemporaneous oral or written understandings, negotiations or communications on behalf of such parties with respect to the subject matter hereof.

5.14 Marketing. E4 Health may list Employer as its client in E4 Health's marketing literature and proposals.

5.15 Proprietary Information. Each party hereto shall keep strictly secret and confidential any proprietary information regarding the other party. Each party shall take necessary and reasonable precaution to prevent unauthorized disclosure to third-parties of proprietary information regarding the other party, and shall require all of its officers, employees, and agents to whom it is necessary to disclose the same or to whom the same has been disclosed, to keep such proprietary information secret and confidential.

The term "proprietary information", as used herein, shall mean the terms and provisions of this Agreement; all information and data regarding financial information, including the fees and rates charged or paid hereunder; management information systems and procedures; contracts or business relationships with third-parties; any other business information regarding a party and obtained by the other party in connection with this Agreement; and other trade secrets and matters traditionally considered to constitute proprietary information.

Notwithstanding the foregoing, the terms and provisions of this Agreement may be disclosed by a party in response to a lawful inquiry by a governmental agency or in response to a legally valid information request, court order, subpoena, or summons. The provisions of this Section 5.15 shall survive the termination of this Agreement.

5.16 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

5.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of the date and year first above written.

E4 Health, Inc.

By: Missy Schrib

Title: Chief Financial Officer/Treasurer

"Employer"

City of Waterloo

By: _____

Title: Mayor

Exhibit "A"

I. Employee Assistance Program Services: EAP Program

A. Evaluation and Assessment. Each Covered Person upon contacting E4 Health shall receive initial evaluation and assessment by a E4 Health Counselor or EAP Provider for mental health or substance abuse problems, and the E4 Health Counselor or EAP Provider shall refer the Covered Person to the appropriate non-EAP Provider or agency if the presenting problem is not amenable to short-term EAP counseling.

AA. Telephone Consultation and Referral. Each Covered Person shall receive consultation from E4 Health for personal and life problems, and, when indicated, E4 Health shall refer the Covered Person to the appropriate non-EAP resource.

B. Counseling Sessions. Each Covered Person may receive a maximum of six (6) counseling sessions (including the initial evaluation and assessment session(s)) per problem per contract year with an EAP Provider through the Employee Assistance Program.

C. Emergency Triage. E4 Health will provide 24-hours a day, seven days a week emergency intake and referral for Covered Persons with a mental health or substance abuse crisis using a toll-free telephone line.

D. Management Consultation and Referral Services. E4 Health will provide consultation for managers, supervisors and executive level personnel to consult with E4 Health Care Managers about troubled employees or to make performance-based referrals within the context of the employee assistance benefit.

E. Legal Services. E4 Health will offer a comprehensive array of legal counseling services that includes telephone and/or face-to-face consultation with an attorney and supportive counseling when indicated through a vendor such as Legal Access Plans.

F. Financial Services. E4 Health will offer comprehensive financial services, including personal consultation, through a financial services vendor.

G. Online Services. Online Product Services for members and managers through our website, www.helloe4.com. Includes online training programs, forms and articles, assessments, library, news, legal and financial services and access to web-based and face-to-face services.

H. Telephonic Worklife. Our exclusive, phone-based program designed to assist members with a full range of worklife issues. Members are connected with worklife specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

I. Employee Communication Materials. E4 Health shall make available to Employer and Employer's employees, standard program communication materials designed to increase manager and employee program awareness. These materials will be sent in electronic copy only, as part of E4's global sustainability initiative. Should Employer wish to have a hard copy to send to all eligible employees, E4 will provide its standard brochure, without customizations, in an amount equal to 100% of the initial employee census/count.

J. Webinars. Webinars will be provided by E4 Health to Employers and their associated members in a general/open scheduled format. Topics are preset, as well as, dates and times of delivery, with one scheduled per month (12 total for each calendar year). Members may access archived webinars at their convenience, which were previously recorded on a range of topics, through an archive library contained on the E4 Health member-facing website.

The following Product Services are available upon request and the fees for such services shown below are in addition to the per eligible employee per month fee:

A. Seminars and Wellness Programs. E4 Health will make available to Covered Persons periodic seminars and wellness programs on such topics as stress management, weight loss, smoking, conflict resolution and substance abuse prevention at the rate of Four Hundred Dollars (**\$400.00**) per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (**\$50.00**) per hour of travel. This rate shall begin upon the initiation of travel by the clinician to the work site and shall conclude upon the return of the clinician to his/her original destination. **TWO (2)** Hours included annually at no additional charge.

B. Critical Incident Stress Debriefing. E4 Health will make available to Employer, upon its request, at Employer's premises, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. employee suicide, on-the-job injury causing death), at the rate of Two Hundred Fifty Dollars (**\$250.00**) per hour/per clinician. Travel both to and from the Employer's premises shall be paid at a rate of Fifty Dollars (**\$50.00**) per hour of travel. Cancellations within twenty-four (24) hours of requested service will be charged a Two Hundred Dollar (**\$200.00**) administrative fee. **TWO (2)** Hours included annually at no additional charge.

C. Employee and Supervisor Orientation Briefings. E4 Health will make available general employee and supervisor orientation briefings for Eligible Employees and Supervisors to acquaint each respective population with the operation of the Employee Assistance Program and to encourage Eligible Employees to use the Employee Assistance Program. Said orientations will be provided by pre-recorded format through E4 Health's member-facing website, as well as, pre-scheduled webinars.

The above quotes are valid only for ninety (90) days from the date of this Agreement. Pricing will be provided upon request after such ninety (90) day period.

Client Services Overview

All Services listed below are described, within the body of the Service Agreement or Exhibit A

Services	Sessions / Quantity
EAP Session Model	6 Sessions / \$2,500 Annual Rate
WorkLife Services	Included
Standard Training Hours included with PEPM	2 Hours Annually
Employee Orientations included with PEPM	Included Online
Supervisor Orientations included with PEPM	Included Online
CIR Included with PEPM	2 Hours Annually

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:
May 16, 2016
(Date)

2. Description of matter to be placed on agenda:
Consideration and Action on Façade Grant Application for 210 S. Main St.

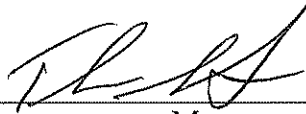
3. Relief or action to be requested:
Approval

4. Submittal date: 5/12/16

Submitted by:
Stan Darter, Downtown Restoration /Beautification
Committee Chairman

DISPOSITION

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



Mayor