### WATERLOO CITY COUNCIL

### Regular Meeting Agenda

Location: Waterloo City Hall - Council Chambers

100 W. Fourth St., Waterloo, IL

Date: Monday, June 03, 2024

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. <u>Petitions by Citizens on Non-Agenda Items</u>.
- 7. Reports and Communications from the Mayor and other City Officers.
  - A. Report of Collector.
  - B. Report of Treasurer.
  - C. Report of Subdivision and Zoning Administrator.
  - D. Report of Director of Public Works.
  - E. Report of Chief of Police.
  - F. Report of City Attorney.
  - G. Report and Communication by Mayor.
    - 1. Waterloo Beautification Check Presentation to Mr. Floyd Engel for Commercial Property located at 723 725 Station Crossing.
- 8. Report of Standing Committees.
- 9. Report of Special Committees.
- 10. <u>Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.</u>
  - A. Consideration and Action on Resolution No. 24-17 Authorizing the Execution of an Intergovernmental Master Agreement, Service Exhibit One for Onsite IT Services, Service Exhibit Two for Antivirus Services, and Service Exhibit Three for Identity & Access Management Services, between the City of Waterloo, IL and the REJIS Commission for a One-Year Term Beginning May 01, 2024 through April 30, 2025.
  - B. Consideration and Action on Resolution No. 24-18 Approving the Execution of a Non-Regulated Vendor Agreement between the City of Waterloo, IL and Western Egyptian, EOC for the State of Illinois Dept. of Commerce & Economic Opportunity Low Income Home Energy Assistance Program (LIHEAP).
- 11. Unfinished Business.
- 12. <u>Miscellaneous Business</u>.
  - A. Consideration and Action on Warrant No. 638.
  - B. Consideration and Action on Agreement with the Spyglass Group LLC for Audit of Telecommunications Service Accounts.
  - C. Consideration and Action on Solicitation Request from the Waterloo VFW for their Annual Buddy Poppy Days to be held on September 6 & 7, 2024 at the Intersections of Main / Mill and Rogers / Hamacher.
  - D. Consideration and Action on Approval of the Quail Ridge, Phase V, Improvement Plans and IFPA Permits
- 13. <u>Discussion of Matters by Council Members Arising After Agenda Deadline</u>.
- 14. Motion to Adjourn.

### **DATES TO REMEMBER**

- June 10, 2024 Planning Commission Meeting, Waterloo City Hall: Council Chambers, 7:00 p.m.
- June 11, 2024 Sister Cities Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- June 12, 2024 Park District Meeting, Waterloo City Hall: Front Conference Room, 7:00 p.m.
- June 17, 2024 City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.
- June 20, 2024 Zoning Board of Appeals Public Hearing, Waterloo City Hall: Council Chambers, 7:30 p.m.
- June 25, 2024 American Legion Meeting, Waterloo City Hall: 2<sup>nd</sup> Floor Meeting Room, 7:00 p.m.
- July 01, 2024 City Council Meeting, Waterloo City Hall: Council Chambers, 7:30 p.m.

### MINUTES OF THE CITY COUNCIL MEETING MAY 20, 2024

- 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, and Most.

Absent: Row.

- 3. <u>Pledge of Allegiance</u> led by Mayor Stan Darter.
- 4. <u>Correction or Withdrawal of Agenda Items by Sponsor.</u>

The Mayor announced he was amending Agenda Item 13A – Approving Annual Managerial Raises, to include Dane Luke and Trinity Daws for a managerial raise in the amount of 4.5%.

5. Approval of Minutes as Written or Amended.

Approval of the May 06, 2024, City Council Meeting Minutes.

Motion made by Alderman Kyle Buettner and seconded by Alderman Trantham to approve the May 06, 2024, City Council Meeting Minutes as presented.

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

6. Petitions by Citizens on Non-Agenda Items.

Mr. George Bieber reported that Walmart has agreed to exchange his Walmart gift card for its monetary value.

- 7. <u>Appointment of Officers for the Following Positions with the Advice and Consent of City Council.</u>
  - A. Appointment of Mrs. Shawn Kennedy as Collector / Budget Officer.

Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.

- B. <u>Appointment of Mr. Nathan Krebel as Subdivision & Zoning Administrator.</u>
  Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.
- C. <u>Appointment of Mr. Bradley Yearian as Building Inspector / Code Administrator.</u> Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.
- D. <u>Appointment of Mr. Tim Birk as Director of Public Works.</u>
  Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.
- E. Appointment of Mr. Dane Luke as Chief of Police.

Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.

- F. <u>Appointment of Mrs. Sarah Craig as Human Resources Coordinator.</u>
  Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins,
- Trantham, Charron, Kyle Buettner, and Most voting 'aye'.
  G. <u>Appointment of Mrs. Sarah Deutch as Community Relations Coordinator.</u>
  Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins,
- H. Appointment of St. Clair, Gilbreth, and Steppig LLC as City Attorney.

  Consent was approved unanimously with Aldermen Vogt, Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, and Most voting 'aye'.
- 8. Reports and Communications from the Mayor and other City Officers.

Trantham, Charron, Kyle Buettner, and Most voting 'aye'.

A. Report of Collector - Shawn Kennedy

The Collection Report is in the packet.

Motion to accept the Collection Report was made by Alderman Most and seconded by Alderman Matt Buettner.

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

### B. Report of Treasurer – Brad Papenberg

The Treasurer Report is in the packet.

Motion to accept the Treasurer Report was made by Alderman Kyle Buettner and seconded by Alderman Vogt.

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

- C. <u>Report of Subdivision and Zoning Administrator Nathan Krebel</u> The report is in the packet.
- D. Report of Building Inspector / Code Administrator Brad Yearian. The report is in the packet.
- E. Report of Director of Public Works Tim Birk.

The water tank was successfully raised on Saturday morning (May 18, 2024).

- F. <u>Report of Chief of Police</u>. No report.
- G. Report of City Attorney. No report.
- H. Report and Communication by Mayor.
  - 1. Swearing-In of New Police Officer Chad Nord.
  - 2. Presentation of Commendation to Todd Osterhage in Recognition of 12 Years of Service to the Police Pension Board.
    - The commendation was not presented to Mr. Osterhage as he was not present at the meeting.
  - 3. Presentation of Commendation to Mark Yeager in Recognition of Service to the Police Board of Commissioners.
    - The commendation was not presented to Mr. Yeager as he was not present at the meeting.
  - 4. Presentation of Certificate of Commendation to the Waterloo Junior High School Girls Track & Field Team for their First Place Championship at the SIJHSAA Class L State Track Meet.
  - 5. Presentation of IMUA Scholarship Award to Katelyn Davis.
    A representative from IMEA presented the IMUA Scholarship Award.
- 9. <u>Report of Standing Committees</u>. None.
- 10. <u>Report of Special Committees</u>. None.
- 11. Presentation of Communications, Petitions, Resolutions, Orders and Ordinances by Aldermen.
  - A. Consideration and Action on Ordinance No. 1892 Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement Between the City of Waterloo, Monroe County, Illinois and the Illinois Municipal Electric Agency for the Delivery Period Commencing October 01, 2035.

Motion made by Alderman Kyle Buettner and seconded by Alderman Vogt to approve Ordinance No. 1892 Authorizing the Execution of a New Power Sales Contract and a New Capacity Purchase Agreement Between the City of Waterloo, Monroe County, Illinois and the Illinois Municipal Electric Agency for the Delivery Period Commencing October 01, 2035.

<u>Comments:</u> The Director of Public Works explained that this contract will extend the current agreement from October 01, 2035 to September 30, 2055.

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

12. <u>Unfinished Business</u>. None.

### 13. <u>Miscellaneous Business</u>.

A. Consideration and Action on Approving Annual Managerial Raises in the Amount of 4.5% for Shawn Kennedy, Sarah Deutch, Dane Luke, Trinity Daws, and Nathan Krebel; 5.75% for Tim Birk; 7% for Brad Yearian; Sarah Craig – not eligible until May 01, 2025.

Motion made by Alderman Hopkins and seconded by Alderman Most on Approving Annual Managerial Raises in the Amount of 4.5% for Shawn Kennedy, Sarah Deutch, Dane Luke, Trinity Daws, and Nathan Krebel; 5.75% for Tim Birk; 7% for Brad Yearian; Sarah Craig – not eligible until May 01, 2025.

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

B. Consideration and Action on Approval of Contract with DDI Media for Billboard Advertising on the Digital Board West of the JB Bridge for 25 weeks of Fiscal Year 2024-2025 at a Cost of \$10,000.00 less a 15% Discount through Discover Downstate Illinois Tourism Bureau for a Total Cost of \$8,500.00 to be paid out of the Hotel / Motel Tax Fund.

Motion made by Alderman Charron and seconded by Alderman Hopkins on Approval of a Contract with DDI Media for Billboard Advertising on the Digital Board West of the JB Bridge for 25 weeks of Fiscal Year 2024-2025 at a Cost of \$10,000.00 less a 15% Discount through Discover Downstate Illinois Tourism Bureau for a Total Cost of \$8,500.00 to be paid out of the Hotel / Motel Tax Fund.

<u>Comments:</u> The Community Relations Coordinator commented that the billboard advertising was discussed with Council members and the money was allocated in the budget.

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

C. Consideration and Action on Purchase of Two Radar Units from Applied Concepts, Inc. in the Total Amount of \$3,050.00 to be paid out of the Police Department DUI Fund.

Motion made by Alderman Hopkins and seconded by Alderman Charron to approve the Purchase of Two Radar Units from Applied Concepts, Inc. in the Total Amount of \$3,050.00 to be paid out of the Police Department DUI Fund.

<u>Comments:</u> The Chief stated that Agenda Items 13C, 13D, and 13E concern the equipping of the two new police vehicles.

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

D. <u>Consideration and Action on Approval of Quote #6808 from DataTronics in the amount of \$10,906.20 for the outfitting of new WPD Ford Explorer.</u>

Motion made by Alderman Most and seconded by Alderman Kyle Buettner on Approval of Quote #6808 from DataTronics in the amount of \$10,906.20 for the outfitting of the new WPD Ford Explorer.

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

E. <u>Consideration and Action on Approval of Sales Order #89246 from DataTronics in the amount of \$7,232.76 for the outfitting of new WPD Ford F150.</u>

Motion made by Alderman Hopkins and seconded by Alderman Trantham on Approval of Sales Order #89246 from DataTronics in the amount of \$7,232.76 for the outfitting of the new WPD Ford F150.

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

F. <u>Consideration and Action on Approval to Authorize the Director of Public Works to sell a 2001 Single Axle Dump Truck and a 1999 Directional Boring Machine.</u>

Motion made by Alderman Vogt and seconded by Alderman Hopkins on Approval to Authorize the Director of Public Works to sell a 2001 Single-Axle Dump Truck and a 1999 Directional Boring Machine.

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

G. <u>Consideration and Action on Purchase of a New 40' Bucket Truck for the Electric Department from Terex Utilities in the Amount of \$285,565.39.</u>

Motion made by Alderman Hopkins and seconded by Alderman Vogt on approving the Purchase of a New 40' Bucket Truck for the Electric Department from Terex Utilities in the Amount of \$285,565.39.

<u>Comments:</u> Alderman Jim Trantham, Chairman of the Electric Committee, mentioned the Electric Committee unanimously recommended the purchase of a new 40' Bucket Truck.

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

H. <u>Consideration and Action on Approving a Project Budget Summary from BHMG Engineers, Inc., including the Purchase of a Taurus 70 SoLoNOx Turbine Generator Set from Solar Turbines, in the Total Amount of \$11,542,770.48 for the Combustion Turbine #3 Project.</u>

Motion made by Alderman Kyle Buettner and seconded by Alderman Trantham on Approving a Project Budget Summary from BHMG Engineers, Inc., including the Purchase of a Taurus 70 SoLoNOx Turbine Generator Set from Solar Turbines, in the Total Amount of \$11,542,770.48 for the Combustion Turbine #3 Project.

<u>Comments:</u> Alderman Jim Trantham, Chairman of the Electric Committee, mentioned the Electric Committee unanimously recommended the purchase of the turbine generator.

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

I. <u>Consideration and Action on Approval of Insituform as Low Bidder in the Amount of \$212,215.03 for the 2024 Sewer Lining Project as Bid on 05-15-24 at 2:00 p.m.</u>

Motion made by Alderman Hopkins and seconded by Alderman Vogt on Approval of Insituform as Low Bidder in the Amount of \$212,215.03 for the 2024 Sewer Lining Project as Bid on 05-15-24 at 2:00 p.m.

Comments: This is for the annual sewer lining project.

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

J. <u>Consideration and Action on Solicitation Request from the Waterloo Lions Club for their Annual Candy Days Fundraiser to be held on October 4 & 5, 2024 at the intersections of Main / Mill and Rogers / Hamacher.</u>

Motion made by Alderman Charron and seconded by Alderman Matt Buettner on Approving a Solicitation Request from the Waterloo Lions Club for their Annual Candy Days Fundraiser to be held on October 4 & 5, 2024 at the intersections of Main / Mill and Rogers / Hamacher.

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

K. Consideration and Action on Special Event Permit Application from the Vintage Wine Bar for their Annual Back Alley Bluegrass Festival to be held on May 31, 2024, at 6:00 p.m., through June 2, 2024, at 8:00 p.m., including the closure of their back alley extending from Third Street around to Main Street.

Motion made by Alderman Charron and seconded by Alderman Vogt on Approving a Special Event Permit Application from the Vintage Wine Bar for their Annual Back Alley Bluegrass Festival to be held on May 31, 2024, at 6:00 p.m., through June 2, 2024, at 8:00 p.m., including the closure of their back alley extending from Third Street around to Main Street.

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

L. Consideration and Action on Special Event Permit Application from the Waterloo Optimist Club for the Annual Car Show to be held June 2, 2024, 8 a.m. to 4 p.m., including the Street Closures of Main Street (228 S. Main St. north 116 N. Main St.), Mill Street (Market St. west to 114 W. Mill St.), and Third Street (Market St. west to 110 W. Third St.).

Motion made by Alderman Most and seconded by Alderman Vogt to approve a Special Event Permit Application from the Waterloo Optimist Club for the Annual Car Show to be held June 2, 2024, 8 a.m. to 4 p.m., including the Street Closures of Main Street (228 S. Main St. north 116 N. Main St.), Mill Street (Market St. west to 114 W. Mill St.), and Third Street (Market St. west to 110 W. Third St.).

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

M. Consideration and Action on Special Event Permit Application from Truth Church Waterloo for their Annual Back-to-School Bash to be held on August 3, 2024, 11:00 a.m. to 2:00 p.m., including the Street Closure of Third Street (116 E. Third St. to Main St.).

Motion made by Alderman Hopkins and seconded by Alderman Charron to approve a Special Event Permit Application from Truth Church Waterloo for their Annual Backto-School Bash to be held on August 3, 2024, 11:00 a.m. to 2:00 p.m., including the Street Closure of Third Street (116 E. Third St. to Main St.).

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

N. Consideration and Action on Special Event Permit Application from the City of Waterloo for their Annual PumpkinFest to be held on October 12, 2024, 9 a.m. to 4 p.m., including the Street Closures of Main Street (south of Capitol Theatre north to First Street), Third Street (Market Street west to alley past Main Street), and Mill Street (Market Street west to Church Street).

Motion made by Alderman Charron and seconded by Alderman Kyle Buettner to approve a Special Event Permit Application from the City of Waterloo for their Annual PumpkinFest to be held on October 12, 2024, 9 a.m. to 4 p.m., including the Street Closures of Main Street (south of Capitol Theatre north to First Street), Third Street (Market Street west to alley past Main Street), and Mill Street (Market Street west to Church Street).

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

O. <u>Consideration and Action on Executive Session for the Discussion of Pending Litigation as per 5 ILCS 120/2(c)(11).</u>

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

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

Entered Executive Session at 8:07 p.m.

Adjourned Executive Session at 8:26 p.m.

Motion to Resume Session made by Alderman Matt Buettner and seconded by Alderman Hopkins.

Motion passed unanimously to Resume Regular Session with Aldermen Matt Buettner, Hopkins, Trantham, Charron, Kyle Buettner, Most, and Vogt voting 'aye'.

Return to regular session at 8:27 p.m.

14. <u>Discussion of Matters by Council Members Arising After Agenda Deadline.</u>

**Alderman Hopkins** commented that although not particularly fond of billboards, the figures in the Collector's Report suggest that revenue is being generated, implying a potential positive impact from the billboards.

**Mayor Darter** mentioned that Clarence Stockel had passed away. Mr. Stockel held the lead position of the City's underground department for numerous years.

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 8:30 p.m.

Minutes respectfully submitted by Mechelle Childers - City Clerk

Agenda	Item	No
Agunua	11CIII	INU.

7G1

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

	est is made for placement on the agenda for meeting to be held on:  June 03, 2024
Deco	(Date)
	ription of matter to be placed on agenda:
Prone	rloo Beautification Check Presentation to Mr. Floyd Engel for Commercial crty located at 723 – 725 Station Crossing.
<u> </u>	rty located at 723 – 723 Station Clossing.
Dallat	
	For action to be requested:
Cneck	Presentation.
Subm	ittal date: May 29, 2024
	itted by:
Natha	n Krebel, Subdivision & Zoning Administrator
	DISPOSITION
	<u>DISPOSITION</u> Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on



100 West Fourth Street Waterloo, Illinois 62298 618.939.8600

Stanley T Darter, Mayor

# WATERLOO BEAUTIFICATION PROGRAM APPLICATION INSTRUCTIONS AND REVIEW PROCESS

The building owner must complete the attached Waterloo Beautification Program Application.

Please include the following in your description:

- 1. A clear, detailed description including diagrams of what will be done, materials used, colors, etc.;
- 2. Official cost estimates from contractors, vendors or the owner;
- 3. Two photographs of the existing building showing current conditions;
- 4. Any other architectural or site plan drawings required to fully describe the project.

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

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

Applicant Name:	Floyd Engel	Telepho	ne i
Applicant Address:	No. Street Stry	State Zip Code	
Name of Business:	Pound 4 Pound Inc Heartland	Women's	Healt
Business Descriptio	m: Fitness Center/OBGYN	6 18-939 -	-5004
Business Address:	725 Station Crossing Waterloo. 723 Station Crossing Waterloo.	IL 623	298
Please check "Yes" o	r "No" for each question below:	Yes	No
Are you or your busir	ess delinquent on any fee obligations?		X
Are you or your busin	ess delinquent on any tax obligations?		XI



CITY OFFICES

100 West Fourth Street Waterloo, Illinois 62298 618.939.8600

Stanley T Darter, Mayor

Total project cost: _\$	Funds requested: \$ (\$10,000,00 maximum relimbursement - see matching relimbursement rules)
Start date:	Completion date:
Project description: (attach additional pages if no Brick enclose front facade Women's Health to match the Pound 4 Pound front entrance	ecessary) e entrance of Heartland nat of the recently updated
I affirm that the information provided in this appl the authorized owner and agent of the subject production will be made and maintained at my expectation from any liability or damage resulting from this is a reimbursement program, and I have recensively a subject to the subject program, and I have recensively a subject to the subject program, and I have recensively a subject program.	roperty. I affirm that the improvements expense and hold harmless the City of om the improvements. I understand that eived and read the attached document
Recipient's Name to be on Reimbursement Chec	ck:
CITY OF WATERLOO	USE ONLY
APPROVED - BUILDING INSPECTOR  Mathable  Authorized signature	9-20-2023 Date
APPROVED - BEAUTIFICATION COMMITT	9-20-203 Date

Pound 4 Pound/Heartland W	omen's Health - 723 - 725 Station Crossing	
FIRST RECEIPT SUBMITTAL - 1-04-202		
Vendor	Description of Work	Amount
MartinDoor	Furnish and Install New Handicap Door Operator	\$3,941.00
SECOND RECEIPT SUBMITTAL 5-28-20	24	
B Williams Masonry LLC	New Brick Entry and Infill Window with Brick	
		× +
Total Receipts	TOTAL	\$14,041.00
Tier 1 Reimbursement (\$0K - \$15K)	EON Pointh	
Tier 2 Reimbursement (\$15K - \$45K)	50% Reimbursement	\$7,020.50
ther is wearingingement (2124 - 2424)	25% Reimbursement	
	1-08-2024 Reimbursement	\$1,970.50
	6-03-2024 Reimbursement	\$5,050.00

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

	June 03, 2024 (Date)
Desc	ription of matter to be placed on agenda:
	ideration and Action on Resolution No. 24-17 Authorizing the Execution of
Interg	governmental Master Agreement, Service Exhibit One for Onsite IT Service
Servi	ce Exhibit Two for Antivirus Services, and Service Exhibit Three for Identi
Acce	ss Management Services, between the City of Waterloo, IL and the REJIS
Com	mission for a One-Year Term Beginning May 01, 2024 through April 30, 20
D 11	
	f or action to be requested:
Appro	oval.
Suhm	nittal date: May 29, 2024
Subili	ittal date: May 29, 2024
Subm	itted by:
	atted by:
Shaw	
Shaw	n Kennedy, Collector / Budget Officer
Shaw	
Shaw	
Shaw	n Kennedy, Collector / Budget Officer
Shaw	
Shaw	n Kennedy, Collector / Budget Officer
Shaw	DISPOSITION  Matter to be placed on agenda for meeting date requested.
Shaw	n Kennedy, Collector / Budget Officer  DISPOSITION
Shaw	DISPOSITION  Matter to be placed on agenda for meeting date requested.
Shaw	DISPOSITION  Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on

### **RESOLUTION NO. 24-17**

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL MASTER AGREEMENT, SERVICE EXHIBIT ONE FOR ONSITE IT SERVICES, SERVICE EXHIBIT TWO FOR ANTIVIRUS SERVICES, AND SERVICE EXHIBIT THREE FOR IDENTITY & ACCESS MANAGEMENT SERVICES, BETWEEN THE CITY OF WATERLOO, IL AND THE REJIS COMMISSION FOR A ONE-YEAR TERM BEGINNING MAY 01, 2024 THROUGH APRIL 30, 2025.

WHEREAS, attached is a proposed Annual Intergovernmental Master Agreement, Service Exhibit One for onsite IT services, Service Exhibit Two for antivirus services, and Service Exhibit Three for identity & access management services, between the City of Waterloo, IL and the REJIS Commission for a one-year term beginning May 01, 2024 through April 30, 2025; and,

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

AYES:

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

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 03<sup>rd</sup> day of June, 2024.

NAYES:	
ABSENT:	
	APPROVED:
	Stanley T Darter, Mayor City of Waterloo, IL
ATTESTED:	
Mechelle Childers, City Clerk City of Waterloo, IL	





# INTERGOVERNMENTAL MASTER AGREEMENT Between City of Waterloo (Waterloo) and Regional Justice Information Service Commission (REJIS)

May 1, 2024

This information shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided that a contract is awarded to this offer or as a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information in the data if it is obtained from another source without restriction or contained in the proposal in its entirety.

Article I - Definitions of Terms	1
Article II - Agreement Term	-
Article III - Scope & Identification of Services	
Article IV - Pricing and Payment	
Article V - Law and Venue	6
Article VI - Audit	F
Article VII - Notice	F
Article VIII - Conflict of Interest	6
Article IX - Employees	7
Article X - Non-discrimination	7
Article XI - Assignment	7
Article XII - Compliance with Law	7
Article XIII - Security	7
Article XIV - Provision of Insurance	8
Article XV - Severability	10
Article XVI - Confidentiality and Privacy	. 10
Article XVII - Contractors	10
Article XVIII - Business Change	11
Article XIX - Amendment	. 11
Article XX - Warranties/Guarantees	11
Article XXI - Force Majeure	11
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This Intergovernmental Master Agreement (the "IMA" or "Agreement") dated this 1st day of May 2024 (the "Effective Date"), by and between Waterloo (hereinafter "Waterloo") and the Regional Justice Information Service Commission (hereinafter "REJIS").

In consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

### Article I - Definitions of Terms

1.1 Definitions of terms used in the Intergovernmental Master Agreement (IMA). The following terms shall have the defined meanings and described functions for the purpose of this Agreement. Some terms may not be pertinent to this agreement but are defined within to support potential future Service Exhibits.

**Base Intergovernmental Agreement Period** - a one (1) year period beginning with the Effective Date.

**Business Process Owner** - A Waterloo senior-level manager, usually in a department with line responsibility, who has the budget and decision-making responsibility for a Waterloo business process and its related computer application(s). Waterloo and REJIS hereby acknowledge and agree that Waterloo Mayor (as defined below) is Waterloo's business process owner of enterprise information technology infrastructure and systems, and of enterprise information technology processes and their related computer applications.

 ${\it CASE}$  - A means by which REJIS tracks calls for support from a customer or to track events that Waterloo has requested REJIS to monitor.

 $\textbf{\textit{Deliverable}} \text{ - Services or product output to be provided to Waterloo as specified in the Service Exhibit(s).}$ 

**Waterloo** (Mayor) - The Mayor of the City of Waterloo's, or such person(s) designated by senior Waterloo officials to perform the functions designated in this Agreement.

Chief Executive Officer - The Chief Executive Officer of REJIS.

**Executive of Interest** - The Mayor of Waterloo.

Intellectual Property - Copyright, Trademarks, Trade Secrets, and Patents.

Non-Reoccurring Cost (NRC) - Cost that occur one time.

**Monthly Reoccurring Cost (MRC)** - Cost that reoccur monthly.

Annual Reoccurring Cost (ARC) - Cost that reoccur annually.

Waterloo Working Days - Monday through Friday excluding Waterloo and REJIS specified holidays.

REJIS CIO - The Chief Information Officer for REJIS.

**REJIS Service Portfolio** - Listing of additional REJIS Service offerings that can be utilized by Waterloo. See Attachment One for a brief overview.

**Renewal Option Periods** - There will be two (2) one (1) year Renewal Option Periods thereafter beginning on the anniversary of the Effective Date.

**Service Exhibits (SE)** - Categories of services to be provided by REJIS to Waterloo pursuant to the terms, covenants and conditions of this Agreement and which are attached hereto and incorporated herein by reference as if fully set out herein.

**Service Level Agreement (SLA)** - Agreements between REJIS and Waterloo setting service provider and recipient expectations, responsibilities and roles; describes the products or services to be delivered; identifies contacts for problems; and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, communicated, changed and controlled.

### **Article II - Agreement Term**

- $\underline{2.1 \text{ Term}}$ . The term of this Agreement shall be for a one (1) year base period of twelve (12) months beginning with the Effective Date. There will be two (2) one (1) year Renewal Option Periods thereafter beginning on the anniversary of the Effective Date.
- 2.2 Renewal Options. This Agreement can be renewed for up to two (2) one (1) year additional terms as outlined above, unless either party delivers to the other party a written notice of non-renewal at least six (6) months prior to the commencement of the next renewal period. The parties will negotiate any modifications to the terms of this Agreement to be effective for any renewal period and shall execute a written amendment to reflect any such modified terms.
- 2.3 Funding Out. Notwithstanding anything else to the contrary in this Agreement, the obligations of Waterloo under this Agreement shall cease immediately and without penalty, requirement for written notice or further payment being obligatory (aside from those owing for services already provided pursuant to this Agreement) if Waterloo does not for any reason appropriate funds for this Agreement or any of its renewals. Waterloo cannot commit to funding for like services identified within the SE(s) from another provider of service if the Funding Out clause is utilized.

### 2.4 Termination

- 2.4.1 Termination for cause. Except for the provision of subsection 2.4.4 of this Article, termination for failure of either party to comply with any of the provisions of this Agreement ("for cause") shall occur upon ninety (90) days' notice in writing to the other party. Termination for cause may occur only after the party on notice has used its commercially reasonable efforts to cure any defaults and has within said ninety (90) days been unable to correct the default to the satisfaction of the other party. Among other circumstances, by way of example and not limitation, Waterloo has the right, for good cause, to terminate this Agreement in its entirety or to terminate REJIS' right to perform a specific service required by this Agreement for a material:
  - 2.4.1.1 failure by REJIS to comply with Waterloo policies that are in effect and of which REJIS has notice ninety (90) days in advance of the effective date. REJIS and Waterloo hereby acknowledge and agree that changes and modifications to Waterloo policies may be made at the sole discretion of Waterloo. REJIS and Waterloo further acknowledge and agree that such changes and modifications may result in a change in services provided to Waterloo by REJIS pursuant to the terms of this Agreement and may result in additional or increased costs and/or expenses to REJIS. REJIS and Waterloo hereby acknowledge and agree that if the additional or modified policies place a substantial cost burden on REJIS, the parties will negotiate a solution that either extends the time before REJIS will be bound to comply, or will compensate REJIS for the cost incurred to comply with the additional or modified policies. If such changes

reduce the costs and/or expenses for REJIS, then the parties will negotiate a written reduction in costs to Waterloo under this Agreement. REJIS shall provide an estimate and basis of the costs that will be incurred for Waterloo's review at no charge; or

- 2.4.1.2 failure by REJIS to attain three (3) or more service levels as defined in the SLA(s) for two (2) consecutive annual reporting periods; or
- 2.4.1.3 intentional misstatement by REJIS of financial conditions, billing or costs under this Agreement
- 2.4.2 Procedure upon notice of intent to terminate for cause. The party in receipt of a notice of intent to terminate for cause shall acknowledge receipt of said notice in writing within five (5) working days. The party in receipt of notice shall address the cause(s) for termination in writing prior to the expiration of the ninety (90) day cure period or such additional time as may be provided in the notice or as mutually agreed upon by Waterloo and REJIS.
- 2.4.3 Termination for Convenience. Consistent with the terms of this Agreement, Waterloo may terminate REJIS' rights and obligations to perform services under this Agreement and/or in any or all SE's without cause on one hundred eighty (180) days written notice, provided that said termination is consistent with the terms of this Agreement and as applicable the specific SE describing the services to be terminated; and that such termination shall not occur within the first six (6) months of the Effective Date of this IMA.

Waterloo will provide advanced notification of termination without cause SE services no later than one hundred eighty (180) days prior to the termination date. If such termination is requested by Waterloo for any SE, Waterloo will compensate REJIS for any amounts, fees, charges, damages, costs, expenses or penalties accrued as of the termination date to vendors by REJIS as a result of the discontinuance, termination or early cancellation of agreements, licenses, contracts, and/or leases for software, hardware, or services that were required to provide or support the services provided to Waterloo pursuant to the terms of the terminated SE.

- 2.4.4 Termination for non-payment. REJIS may declare a termination for cause in the event Waterloo fails to pay for services provided by REJIS pursuant to the terms, covenants and conditions of this Agreement. Any declaration of termination for non-payment will follow the procedure set out in Article II, subsection 2.4.1 and 2.4.2 of this Agreement.
- 2.4.5 Termination Assistance. Both parties acknowledge the critical nature of the services being provided under the Agreement and agree that any termination will require an orderly process and cooperative environment. The wellbeing of both organizations requires that any extraordinary expense associated with termination must be acknowledged by both parties with mutual agreement on any financial liability to assure an orderly transition. REJIS will provide the required services to ensure an orderly transition. Waterloo will compensate REJIS for any expenses approved by Waterloo in advance beyond the normal categories of services as set out in the Agreement and will provide the structure and facilities for transition.

### **Article III - Scope & Identification of Services**

3.1 General Scope. It is the intent of the parties that REJIS perform services for Waterloo as set out in the SE and perform Waterloo services in accordance with the terms, covenants and conditions of the Service Exhibits which are attached hereto and incorporated herein by reference as if fully set out herein. Services provided by REJIS shall meet agreed to service levels. Waterloo will provide for any/all hardware/software refreshes based upon industry standard practices. If Waterloo determines that hardware/software refresh actions should be extended and those actions are proven to have a

material adverse impact on REJIS' ability to meet SLA requirements, REJIS shall not be accountable for those actions and subsequent implications. However, REJIS shall make its commercially reasonable efforts to ensure hardware/software availability and operability regardless of refresh actions that Waterloo may or may not take.

3.2 Additional Services. REJIS, at the request of Waterloo, may provide additional services beyond the scope of services to be provided pursuant to the terms, covenants and conditions of this Agreement ("Additional Services"). REJIS shall provide Waterloo with a written estimate of the charges for any such Additional Services, and Waterloo and REJIS shall execute a written SE agreement detailing such Additional Services prior to Waterloo awarding any Additional Services to REJIS. Waterloo may put any Additional Services out to bid to third parties.

REJIS shall not bill Waterloo, without prior approval by Waterloo Mayor for any time or expense related to the marketing, researching, or evaluating of new or expanded services or technologies. Any training of REJIS personnel to support new technologies solely used by Waterloo will require prior approval from REJIS and Waterloo, who will reimburse REJIS for specified training.

REJIS may execute additional agreements with Waterloo for specific additional work or services outside the scope of this Agreement. Waterloo Mayor shall approve this type of work and subsequent billing of the same. However, if Waterloo requires requirements analysis support, that would be on a reimbursable basis.

REJIS shall not bill Waterloo, without prior approval by Waterloo Mayor or Waterloo Department being charged any time or expense for responding to Waterloo bids, RFPs or RFIs. However, if Waterloo requires requirements analysis support, that would be on a reimbursable basis.

3.3 Services Portfolio. REJIS shall maintain a current list of services that it provides and has experience in and for which it maintains current competence/skills. REJIS shall provide Waterloo with such a list upon receipt of a written request from Waterloo Mayor within ten (10) Working Days of REJIS' receipt of such a request.

### 3.4 Ownership.

- 3.4.1 Asset & Facilities Ownership REJIS will send Waterloo any revisions to Waterloo specific circuit configurations or asset management/inventory information within ten (10) Working Days (or such longer period as mutually agreed upon) of the change going into effect/production that impacts Waterloo operations. Information will be sent to Waterloo Mayor. If created electronically, the files will also be sent or made available to Waterloo.
- 3.4.2 Data Ownership / Intellectual Property Data/Information Ownership. All information, data, and publications created specifically for and paid for by Waterloo or as a result of the work identified in Article III of this Agreement is the property of Waterloo unless (i) otherwise noted, (ii) Intellectual Property protected, or (iii) otherwise defined or agreed to by both parties to this Agreement.

To the extent allowed by applicable law, Waterloo shall indemnify and hold REJIS (and its officers, trustees, commissioners, directors, employees and agents) harmless from and against all liability, claims, damages and expenses (including reasonable attorneys' fees) related to all third-party claims of infringement or misappropriation of any Intellectual Property.

Custom Software Ownership. If, however, custom coded software is developed by REJIS, the following statement applies. As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed custom coded software and

make it available to any/all regional government entity (entities) that can utilize the capability. REJIS retains title and all copyrights, trade secrets, and Intellectual Property rights to the custom coded software as long as REJIS does not disclose any Waterloo confidential or proprietary information to any third party; and provided that Waterloo is granted a perpetual, worldwide, non-exclusive, royalty free license to use such custom coded software for its internal business purposes. Waterloo agrees that the custom coded software will not be disclosed, given, sold to, or used by another party without the approval of REJIS or as otherwise required by law.

3.6 Place of Performance. REJIS will provide Waterloo services from the REJIS facilities which are their typical work location unless otherwise noted within a SE.

### **Article IV - Pricing and Payment**

- <u>4.1 Fees and Pricing.</u> REJIS' fees, rates, and other charges for services provided pursuant to the terms, covenants and conditions of this Agreement shall be those fees, rates and charges set out in the Service Exhibits to this Agreement.
- 4.2 Travel Reimbursement. For services that cannot be provided over the telephone; travel reimbursement will be required. REJIS personnel will track all travel (provided that travel shall not include travel to and from an individual's residence to a local work-site). All travel will be tabulated monthly and submitted via an invoice for reimbursement to Waterloo. The amount invoiced will be based upon the Internal Revenue Service travel/mileage rate plus any parking costs incurred.
- 4.3 Method of Payment. Waterloo shall pay REJIS all service fees, rates, and charges for usage pursuant to the Service Exhibits for any Agreement year. REJIS will invoice Waterloo monthly for mutually agreed to services that are recurring. REJIS will generate a monthly invoice for agreed to services. Waterloo shall pay invoices no later than thirty (30) days from the date of its receipt of the invoice.
- 4.4 Pass Through Charges. From time to time, at the request of and with the prior approval of Waterloo Mayor and consistent with applicable Waterloo policies, REJIS may purchase from third party vendors various items or services for Waterloo to be used by Waterloo which are beyond the scope of services to be provided Waterloo as set out in the Service Exhibits. Such purchases or expenditures by REJIS will be reimbursed by Waterloo to REJIS at the cost of the item or service plus up to a ten percent (10%) administration fee and which shall become due and payable from Waterloo within thirty (30) days of Waterloo's receipt of billing by REJIS with no offsets. REJIS may not be able to purchase all pass-through charges on behalf of Waterloo due to the cash outlay required. In such cases, REJIS may require Waterloo to pay for any needed items or services prior to REJIS performing work related to said items or services.
- $\underline{4.5~\text{Hourly Billings}}$ . Except as otherwise provided for herein, REJIS shall bill Waterloo all hourly rates in fifteen (15) minute (1/4 of an hour) increments.
- 4.6 Contingent Obligations. Waterloo's financial obligations under this Agreement that are payable after the then-current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, the Agreement will become null and void, without penalty to Waterloo. However, nothing in this paragraph shall relieve Waterloo of its responsibility to pay for services provided up to the time of termination.

### **Article V - Law and Venue**

This Agreement is made and entered into in the City of St. Louis, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement or any action or causes of action arising out of this Agreement. Venue of any action arising out of this Agreement shall only be in the state and federal courts in the County or City of St. Louis, Missouri.

### **Article VI - Audit**

During the term of this Agreement, and for a period of one (1) year following the expiration or termination of this Agreement, Waterloo retains the right to audit the services provided by REJIS and the associated charges for purposes of compliance with the terms of this Agreement, adherence to security measures and controls and in accordance with the terms of the Service Exhibits, upon reasonable notice to REJIS, at Waterloo's discretion and expense. Waterloo personnel may inspect and/or tour the REJIS facilities at the discretion of Waterloo Mayor and with advanced approval of the REJIS Chief Executive Officer (which approval will not be unreasonably withheld), and review all relevant books and records, as long as such inspections are not disruptive to REJIS' operations. In the event that the results of such audit establish that REJIS has overcharged Waterloo, REJIS will refund such overcharge within thirty (30) days of notice from Waterloo. REJIS agrees to promptly address any other issues disclosed by the audit results. If such "other issues" exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by Waterloo Mayor. In the event Waterloo does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

### **Article VII - Notice**

Any notice, request, or other communication to be given hereunder shall be in writing; and shall be delivered personally, or shall be sent by United States certified mail, return receipt requested, postage prepaid or shall be sent by other similar form of rapid transmission confirmed by the mailing (by first class or express mail or overnight commercial delivery service, postage and charges prepaid) of written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below. Notice shall be deemed received at actual receipt. A party may change its address for receipt of notice by service of notice of such change in accordance herewith.

If to REJIS:
REJIS Commission
Chief Executive Officer
4255 West Pine Boulevard
St. Louis, Missouri 63108

If to Waterloo:
Waterloo
Vaterloo
Waterloo, Illinois 62298

### Article VIII - Conflict of Interest

REJIS represents and warrants that no arrangement has been made with any person or agency to solicit or secure this Agreement upon an agreement or understanding for a gratuity, commission, percentage, brokerage or contingent fee in any form, to any person excepting bona fide employees of REJIS, or bona fide established commercial or sales agency. For breach or violation of this representation and warranty, Waterloo may, by written notice to REJIS, terminate the right of REJIS to proceed under this Agreement or be entitled to pursue the same remedies against REJIS as it could pursue in the event of a breach. The rights and remedies of Waterloo, as provided in this Paragraph,

shall not be exclusive and are in addition to any other rights and remedies under this Agreement or provided by law.

### Article IX - Employees

Except as otherwise provided for herein, REJIS and Waterloo agree they will not actively solicit for employment nor employ each other's personnel or employees without written permission during the term of this Agreement and for one hundred eighty (180) days after the termination of this Agreement. In the event that REJIS or Waterloo chooses to employ an individual who within the preceding one hundred eighty (180) days was employed by the other party as a full-time employee, both REJIS and Waterloo hereby agree to pay an amount equal to three (3) months base salary to the other party, unless otherwise mutually agreed in writing. The base salary will be computed on the employee's salary as of the time of departure from either REJIS or Waterloo.

### Article X - Non-discrimination

During the performance of this Agreement, REJIS shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sexual orientation, disability, veteran status, age or sex. REJIS shall comply with this policy which must prevail throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, discipline, transfer, termination or other terms, conditions or privileges of employment. In the event of REJIS' non-compliance with the provisions of this Paragraph, REJIS will take corrective action to remedy any non-compliant area. If REJIS does not provide a remedy within ninety (90) days this Agreement may be canceled, terminated or suspended in whole or in part and REJIS may be declared ineligible for further Waterloo contracts/agreements. The rights and remedies of Waterloo provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Agreement or as provided by law.

### **Article XI - Assignment**

Except as otherwise provided for herein, REJIS shall not, without the prior written consent of Waterloo Mayor which will not be unreasonably withheld, assign, transfer or otherwise dispose of this Agreement, any claim hereunder, any interest herein or any monies due or to become due hereunder.

### **Article XII - Compliance with Law**

This Agreement is entered into subject to compliance by REJIS with all provisions of the US Constitution and laws of the State of Missouri.

### Article XIII - Security

REJIS will conform to Waterloo Policies that are made available to REJIS and report any violations to Waterloo Mayor. REJIS will proactively recommend and implement generally accepted industry security processes and practices that are consistent with the scope of services, described in the Service Exhibits, with a focus on practices that are consistent with industry best practices, including any that may be recommended by Waterloo's major vendors. If such recommendations or practices exceed the scope of services contemplated by this Agreement or materially increase REJIS' cost, REJIS may request that the fees, rates and charges under the Agreement be revised to include any additional costs, which must be approved in writing by Waterloo Mayor. In the event Waterloo does not agree to pay REJIS for said increased costs, REJIS shall not be obligated to implement or perform such recommendations or practices, pursuant to the terms, covenants and conditions of this Agreement.

REJIS shall provide timely physical and logical protection for Waterloo hardware, software and data, that are under REJIS control as provided for in the scope of services in the Service Exhibits, that meet or exceed Waterloo's requirements. Examples would include policies, practices, and procedures for handling security breaches. To the extent allowed by applicable law, REJIS shall indemnify and hold Waterloo (and its officers, trustees, commissioners, directors, employees and agents) harmless from and against all liability, claims, damages and expenses (including reasonable attorneys' fees) related to damages caused to Waterloo hardware, software and data under REJIS' control.

REJIS will cooperate with any security audits conducted by Waterloo or its agent. Waterloo will cooperate with any security audits conducted by REJIS or its agent. Each party initiating such an audit shall be responsible for its own out-of-pocket expense for conducting any such audit, except, in the event Waterloo Mayor requests that REJIS participate in any Waterloo initiated audit, then REJIS shall be authorized to charge any reasonable hours expended by REJIS to Waterloo at REJIS' then prevailing rate plus any out-of-pocket expense, which shall be pre-approved by Waterloo Mayor.

REJIS staff and contracted employees are fully fingerprint background checked and are required to undergo CJIS awareness training. REJIS staff sign a Non-Disclose Acknowledgement attesting to:

- I acknowledge that as an employee of the Regional Justice Information Service (REJIS), I have access to confidential and non-confidential records that are the property of criminal justice and other governmental agencies. I understand I may not retrieve for personal use or disseminate any information obtained through the REJIS system. I also understand that any unauthorized entry, modification, deletion, retrieval, or dissemination of such information may result in criminal and/or disciplinary action including dismissal from REJIS.
- Further, I acknowledge that I may have access to software that is the Intellectual Property of REJIS
  or others, and agree that I will not disclose or release this software to others without specific
  authorization from REJIS management. Disclosure in violation of this policy may result in civil
  penalties and disciplinary action, including dismissal.

### **Article XIV - Provision of Insurance**

14.1 Insurance coverage for property assets. REJIS and Waterloo agree to provide insurance coverage (or self-insure) for damages to owned assets that are in the possession of or located at the premises of the other party. The amount of insurance coverage shall be adequate to cover the replacement of such assets. It shall be sufficient for this purpose if Waterloo is named as a Loss Payee for its interests on a policy held by REJIS covering loss of property. Waterloo will provide to REJIS a current inventory of the equipment located within the REJIS facility on an annual basis.

14.2 General Insurance Requirements. REJIS must provide satisfactory Certificates of Insurance on ISO ACORD 25 forms to Waterloo, indicating that REJIS has obtained and will continue to carry commercial general liability, workers compensation/employer's liability, business auto liability, cyber liability and professional liability as required and applicable to the Agreement.

REJIS shall carry and maintain for the life of the Agreement adequate insurance for bodily injury, personal injury and property damage with a company satisfactory to Waterloo and which is: (i) Licensed to do business in the State of Missouri (Admitted) with a financial strength rating of "A-" or better and a financial size category of Class VI or higher per AM Best Company; or (ii) Not licensed in the State of Missouri (Non-admitted) with a financial strength rating of "A" or better and a financial size category of Class IX or higher per AM Best Company; or (iii) For workers compensation coverage only, organized pursuant to the Missouri Insurance Company Act (R.S.Mo §§ 287.900 to 287.920).

Waterloo and its Trustees, officers, agents and employees, shall be named as "Additional Insured(s)" for all required insurance coverage (with the exception of workers compensation coverage and professional liability) with respect to the work covered by the Agreement. The amounts of coverage required herein shall not be construed to limit the liability of REJIS under the indemnification provision of the Agreement. The limits of liability shall not be for less than the amounts listed below. The insurance carrier will be acceptable regardless of the above requirements if the insurance company furnishes a bond guarantee or policy containing a provision (commonly referred to as a "cut-thru" endorsement) giving all claimants thereunder a direct right of recovery against the company's reinsurer, provided the reinsurer meets one of the qualifications listed above.

- 14.3 Commercial General Liability (CGL). REJIS agrees to maintain for the duration of the Agreement commercial general liability, (CGL), and if necessary commercial general umbrella insurance with a limit of no less than \$3,000,000 per each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location Agreement. CGL insurance shall be written and shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract [(including the tort liability of another assumed in a business contract)]. Waterloo shall be endorsed on the policy as additional insured.
- 14.4 Error and Omissions Liability. REJIS shall maintain in force for the duration of this Agreement errors and omissions and professional liability insurance appropriate to the REJIS' employees and consultants' profession(s) while providing services to Waterloo. Coverage as required in this Article shall apply to liability for professional error, act or omission arising out of scope of the REJIS' services as defined in this Agreement. Coverage shall be written subject to limits of not less than \$2,000,000 per occurrence. The insurance coverage under such certificates shall be retroactive to the date of this Agreement and REJIS shall cause the same to remain in effect for period of two (2) years following the termination of this Agreement (hereinafter referred to as the Insurance Period).
- 14.5 Business Interruption Coverage. It is the intent of the parties that REJIS be able to provide adequate services, in accordance with the terms of this Agreement, in the event of a disaster or other occurrence, which may cause REJIS to be unable to provide services from its facilities. To this end, REJIS shall obtain sufficient insurance to ensure continuity of services from a subordinate site, that is, to cover the cost of temporary equipment and facilities that would be incurred by REJIS in the event a REJIS facility, for whatever reasons, except acts of war, acts of God, insurrection or terrorism, suffers significant property loss which renders the facility unfit for occupancy, or for any reason, other than acts of war, insurrection or terrorism, which cause an interruption in services which cannot be restored promptly. Such policy, as is obtained or held, must be approved for this purpose by Waterloo Mayor.
- 14.6 Workers' Compensation Insurance. REJIS shall maintain in force for the duration of this Agreement workers' compensation insurance with statutory limits and a limit of \$1,000,000 for Employer Liability and to include the following:
  - \$1,000,000 Each Accident
  - \$1,000,000 Coverage Limit
  - \$1,000,000 Disease Each Employee.

The policy shall be endorsed with ISO form WC 00 03 01 - Alternate Employer Endorsement. The Alternate Employer Endorsement shall designate Waterloo as "alternate employer".

14.7 Cyber Insurance. REJIS shall maintain in force for the duration of the Agreement an Internet Liability policy including without limitation, unauthorized access, unauthorized use, virus transmissions, denial of service, personal injury, liability of service provider and liability of Waterloo arising out of acts of REJIS with respect to design and development of the system used to operate and maintain the service with minimum limits of \$2,000,000 per occurrence.

14.8 Certificate of Insurance. REJIS will provide to Waterloo certificates of all such insurance at the outset of this Agreement and annually (or at the renewal or change of any policy) thereafter while this Agreement is in force.

### **Article XV - Severability**

If for any reason one or more of the terms, covenants, conditions or provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other term, covenant, condition or provision of this Agreement and shall be construed as if such invalid, illegal or unenforceable term, covenant, condition or provision never had been included in this Agreement, provided the invalidity of such term, covenant, condition or provision does not materially prejudice either REJIS or Waterloo in their respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

### **Article XVI - Confidentiality and Privacy**

REJIS will comply with Waterloo privacy policies, including the handling of information designated "Confidential" or "Private." REJIS acknowledges that REJIS personnel may gain access to information, disclosure of which remains restricted by law, and REJIS agrees to consider any and all information involved in performance of services under this Agreement as confidential, shall be used only for purposes of this Agreement, and no such information shall be disclosed by REJIS or its agents or personnel, except as required by law. Waterloo and REJIS acknowledge that the parties may discover each other's proprietary information in connection with the performance of services performed under this Agreement and Waterloo and REJIS agree to receive this information in confidence, to use this information only for the purposes of this Agreement, and no such confidential information shall be disclosed by the respective parties or their agents or personnel without the prior written consent of the other party, except that REJIS and Waterloo may comply with requests for release of open records in conformity with the provisions of Missouri's Sunshine Law (Chapter 610 of the Missouri Revised Statutes, 2000, as amended from time to time), or other applicable law or order of a court of law with proper jurisdiction. If either party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall provide prompt written notice to the other party of such demand in order to permit such party to seek a protective order. Each party shall be deemed to have met its nondisclosure obligations under this Paragraph as long as it exercises the same level of care to protect the other party's information as it exercises to protect its own confidential information, except to the extent that applicable law or professional standards impose a higher requirement.

### Article XVII - Contractors

REJIS and/or Waterloo may employ independent contractors to provide information technology products and services as long as those products or services are not in conflict or in contradiction to the terms of this Agreement. REJIS, at the written request of Waterloo Mayor, will cooperate with these authorized, independent contractors and provide access and use of Waterloo physical and logical computing and network resources and facilities that are under REJIS control as directed by Waterloo Mayor. REJIS shall ensure that all subcontractors providing services under this Agreement are approved in advance by Waterloo (which approval will not be unreasonably withheld), that all subcontractors abide by the terms and conditions of this Agreement, and that REJIS maintains liability for the acts and omissions of such subcontractors.

### Article XVIII - Business Change

In the event of a material and substantive change in REJIS' business model, Waterloo may initiate an immediate renegotiation or termination of this Agreement at Waterloo Mayor's discretion. Events that may constitute a substantive change would include for example:

- 1. Merger or acquisition.
- 2. Significant change in mission/charter,
- 3. REJIS filing for bankruptcy protection.

### **Article XIX - Amendment**

From time-to-time Waterloo and REJIS may find it necessary, in the course of normal business, to modify this Agreement and/or one or more of its associated SE. Such modification when agreed to by both parties and duly authorized and signed by Waterloo Mayor and the REJIS Chief Executive Officer shall become a part of this Agreement for the duration of the term of this Agreement.

### Article XX - Warranties/Guarantees

This is a services engagement. REJIS warrants that it will perform services hereunder in good faith and in a professional manner. UNLESS ESTABLISHED IN SE OR SLA, REJIS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Article XXI - Force Majeure

Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

### Article XXII - Required Approvals

When the consent, approval, waiver, release, or certification ("Approval") of either party is required under the terms of this Agreement, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of REJIS is required, the Approval must be from the REJIS Chief Executive Officer or his or her authorized or designated representative. Whenever the Approval of Waterloo is required, the Approval must be from Waterloo Mayor or the authorized or designated representative.

### **Article XXIII - Miscellaneous Provisions**

- 23.1 Exhibits and Attachments. All SE and attachments described herein are incorporated into this Agreement by this reference as if fully set out herein.
  - 23.1.1 Additional Waterloo SE As separate SE between REJIS and Waterloo for specific Information Technology services expire or are created, these agreements will be incorporated under this IMA as a SE to this Agreement for use of consistent Agreement terms and conditions. The new SE format will follow the sample template below set forth in section 23.1.2 to this Agreement and will identify those Articles under the Agreement that apply and incorporate those unique terms, conditions, and pricing added to Waterloo Agreement.

23.1.2 Additional Waterloo Agreement SE Template Format - The following sample template should be used for any future "Additional Waterloo SE."

### Service Exhibit (SE)

In accordance with Waterloo **Intergovernmental Master Agreement** (IMA) this Service Exhibit (SE) is established to provide {**D**escription **O**f **S**upport} services for Waterloo activities.

Agreement Exhibit Term

SE-#-1 - Definition of Services

SE-#-2 - Scope of Services

SE-#-3 - Duties and Responsibilities

SE #-4 - Service Quantity

SE #-5 - Service Quality

SE-#-6 - Financial Terms

SE-#-7 - Scope Changes

Acknowledgement of Terms and Conditions

Attachments / SLA's - {As Required to be part of the SE}

- 23.2 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope of the paragraphs hereof.
- <u>23.3 Dates and Non-business Days</u>. Whenever a number of days is referred to in this Agreement, days shall mean calendar days unless otherwise expressly provided. If the last day for giving of notice or for performance of any obligation or condition hereunder is a Saturday, Sunday or federal, state, Waterloo or REJIS holiday, then such last day shall be extended to the next succeeding business day thereafter. Whenever it is provided in this Agreement that day shall be counted, the first day to be counted shall be the day following the date on which the event causing the period to commence occurs.
- <u>23.4 Other Documents</u>. Each party, at the request of the other, shall execute, acknowledge (if appropriate), and deliver whatever additional documents, instruments, affidavits, certifications, and records, and shall perform such other acts in good faith, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.
- <u>23.5 Counterparts</u>. This Agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.
- <u>23.6 Waiver</u>. No waiver of any breach of any term, covenant, condition, warranty, or provision herein contained shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any term, covenant, condition, warranty, or provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.
- 23.7 No Personal Liability. No commissioner, director, executive, officer, board member, employee or other agent of Waterloo or REJIS shall be personally liable under or in connection with this Agreement or any future SE.

# **Article XXIV - Acknowledgement of Terms and Conditions**

The parties hereto affirm each has full knowledge of the terms, covenants, conditions, warranties and requirements contained in this Agreement. Each party acknowledges that such party, after negotiation and consultation, has reviewed and revised this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications, attachments or exhibits thereto.

[The remainder of this page left intentionally blank.]

<b>IN WITNESS WHEREOF,</b> the parties have executed this Intergovernmental Master Agreement (IMA) on the Effective Date.
REJIS: REJIS COMMISSION
By: Ryan A. Burckhardt Chief Executive Officer
Waterloo: Waterloo
By: Stan Darter Mayor, Waterloo

## Service Exhibit (SE) One - REJIS Onsite IT Services (ROIS)

### SE-1-1 Definition of Services

REJIS and Waterloo have entered into this agreement in which REJIS will provide the implementation and service for REJIS Onsite IT Services (ROIS) as requested by Waterloo.

REJIS, at the request of Waterloo, may provide Waterloo with WAN/LAN, Server, or Desktop services as needed, within the terms, covenants, and conditions of the SE. No more than ten (10) hours per year will be used for WAN/LAN support unless otherwise agreed to by both parties.

REJIS shall accept work requests, provide the Waterloo with a written estimate of the charges for any WAN/LAN, Server, or Desktop services prior to the Waterloo awarding any work to REJIS.

REJIS shall bill Waterloo, for hours incurred for services once approval is provided. Waterloo shall be charged based on the associated REJIS rates, based on experience and skills of the REJIS provider. REJIS shall provide a monthly report of hours incurred due to request for services.

### SE-1-2 Scope of Services

In accordance with the provisions of the ROIS and this SE, REJIS will provide for:

- Assignment of WAN/LAN or Desktop services when requested.
- Perform resolution of all identified and reported issues.
- Provide status report to client the week of work performed with outstanding issues.
- Assist with budget planning of IT hardware, software and services.
- Provide WAN/LAN or Desktop services at locations provided by Waterloo.

### SE-1-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE. Waterloo staff will participate in user working groups and in setting of project priorities to guide and support the ROIS System.

### **DELIVERABLES/CONDITIONS:**

### *REJIS*

- 1. Monthly ROIS reports containing billable hours worked.
- Meetings as requested by Waterloo.
- 3. ROIS calls for support will be accepted 24/7/365 by REJIS Operations Center (ROC) and resources assigned to support calls within four (4) hours.

### Waterloo:

### Client Use Only

Waterloo may use and execute the Software only for purposes of serving the internal needs of Waterloo's business. Any other use of the Software is strictly prohibited. Client will not make the Software available for use by agencies or individuals outside

of Waterloo clients on a "time-sharing", "application service provider", or "service bureau" basis or for any other similar rental or sharing agreement, except as expressly authorized in writing by REJIS.

### Proper Environment

Waterloo will ensure that all work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment, and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. The work site will be inspected prior to implementation to advise of any apparent deficiencies or non-conformity.

### General

- 1. Identify request for service within the intent of this SE.
- 2. Provide access to Waterloo personnel or resources required to meet the obligations under this SE.
- 3. Provide responses to questions or events required to meet timetables or requirements consistent with this SE.

### SE-1-4 Service Quantity

### **DELIVERABLES:**

- 1. ROIS project and assignment reporting (REJIS responsibility).
- 2. Monthly checkpoint calls with REJIS POC (REJIS responsibility to coordinate calls).

### SE-1-5 Service Quality

REJIS will provide staffing to perform services as identified by Waterloo within this SE. Work to be measured through:

- 1. Services identified within this SE.
- 2. Service levels as identified with Attachment Three Service Level Agreement (SLA) One.

### SE-1-6 Financial Terms

Waterloo will pay for time services identified in this SE based upon the following rate schedule. Waterloo commits to the following MRC rate schedule to be utilized over a one (1) year term. MRC rates to be invoiced monthly as used. Payment due thirty (30) days net from invoice date. Any support hours utilized, not covered by this agreement, will be billed monthly in arrears.

### MRC

Category	Qty	Rate	Total
On-site Scheduled Support (4 hours per week)	17.33	\$95.00	\$1,646.35

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a six percent (6%) increase. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

### SE-1-6-1 Place of Performance

REJIS will provide Waterloo services from the REJIS facilities, which are their typical work location.

### SE-1-7 Scope Changes

From time-to-time Waterloo or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges, and costs.

IN WITNESS WHEREOF, the parties have executed this Service Exhibit (SE) One - REJIS Onsite IT Services (ROIS) on the Effective Date.

REJIS:	
REJIS COMMISSION	
By:	
Ryan A. Burckhardt	····-
Chief Executive Officer	
Waterloo:	
WATERLOO	
WATERLOO	
By:	
Stan Darter	····
Mayor Waterloo	

### Service Exhibit (SE) Two - REJIS Managed Antivirus Services (RMAS)

### SE-2-1 Definition of Services

REJIS and Waterloo have entered into this agreement in which REJIS will provide the implementation and service for REJIS Managed Antivirus Services (RMAS).

### SE-2-2 Scope of Services

In accordance with the provisions of the RMAS and this SE, REJIS will provide for:

- · Setup of client as an organization.
- Installation of agents on end points.
- Setup policies for organization.
- · Perform scans of all covered systems.
- · Provide monitoring of endpoints.
- Provide incident resolution of items reported and found by monitoring.
- Provide monthly reporting to clients.

### SE-2-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE. Waterloo staff will participate in user working groups and in setting of project priorities to guide and support the RMAS System.

### **DELIVERABLES/CONDITIONS:**

### **REJIS**

- Centralized hardware, software, and physical location to operate the REJIS Managed Services solution. The solution will be housed at REJIS datacenter, a fully redundant facility and monitored 24/7/365 for service availability.
- 2. Will update and maintain services from Kaseya for the software provided for RMAS. REJIS will obtain maintenance and warranty services in respect to any Equipment purchased in connection with the System.
- 3. Monthly RMAS reports.
- 4. Provided for required travel and labor during the implementation phase of the RMAS service.
- 5. RMAS calls for support will be accepted 24/7/365 by REJIS Operations Center (ROC) and resources assigned to support calls within four (4) hours.

### Waterloo:

### Client Use Only

Waterloo may use and execute the Software only for purposes of serving the internal needs of Waterloo's business. Any other use of the Software is strictly prohibited. Client will not make the Software available for use by agencies or individuals outside of Waterloo clients on a "time-sharing", "application service provider", or "service bureau" basis or for any other similar rental or sharing agreement, except as expressly authorized in writing by REJIS.

### Third Party Access and Queries

Waterloo may not allow any other Waterloo, entity, or individual (outside of Waterloo clients) to use or have access to the Software in any manner other than inquire-only; and such queries may be conducted solely for Waterloo internal business purposes. Waterloo may not query the Software or permit any third party to query the Software for a third party's business purposes.

### Competitive Use

Waterloo may not utilize or permit a third party to access or utilize any part of the Software in any manner that competes, directly or indirectly, with any product or service of REJIS. This includes without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with REJIS products or services, or using interfaces or other products connecting to the database of the Software in connection with a third-party's competing products.

### Additional Components

Other components (hardware and/or third-party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, Waterloo is required to provide workstations and personal computers, network, operating system, Internet connectivity, and other components (e.g., cables and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system.

### Proper Environment

Waterloo is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate in a secure environment and according to the specifications for the equipment as specified by the manufacturer. Waterloo will ensure that all work sites it provides will follow all applicable industry and OSHA standards. To the extent applicable, Waterloo will ensure that all work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment, and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. The work site will be inspected prior to implementation to advise of any apparent deficiencies or non-conformity.

### General

- 1. Identify request for service within the intent of this SE.
- 2. Provide access to Waterloo personnel or resources required to meet the obligations under this SE.
- 3. Provide responses to questions or events required to meet timetables or requirements consistent with this SE.

Provide appropriate connectivity, hardware, and software to support RMAS setup and configurations at Waterloo site(s).

### SE-2-4 Service Quantity

REJIS will supply Waterloo the following:

- 1. A REJIS Systems Manager primary Point of Contact (POC) for all services related to this SE.
- 2. Skilled REJIS staff to support tracking for support calls, training staff, and technical staff to assess calls to work to remediate issues.

### **DELIVERABLES:**

- 1. RMAS project and assignment reporting (REJIS responsibility).
- 2. Monthly checkpoint calls with REJIS POC (REJIS responsibility to coordinate calls).

### SE-2-5 Service Quality

REJIS will provide staffing to perform services as identified by Waterloo within this SE. Work to be measured through:

Services identified within this SE.
 Service levels as identified with Attachment Three - Service Level Agreement (SLA) - One.

### SE-2-6 Financial Terms

Waterloo will pay for time services identified in this SE based upon the following rate schedule. Waterloo commits to the following ARC & MRC rate schedules to be utilized over a one (1) year term. ARC charges to be invoiced annually. MRC charges to be invoiced monthly. Payment due thirty (30) days net from invoice date. Any support hours utilized, not covered by this agreement, will be billed monthly in arrears.

### **ARC**

Category	Qty	Rate	Total	
Trellix Annual Support	62	436.00	¢1 612 00	
		\$20.00	<u> </u>	

### MRC

Category	Qty	Rate	Total
Trellix DAT File Updates	62	\$2.50	\$155.00

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a six percent (6%) increase. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

### SE-2-6-1 Place of Performance

REJIS will provide Waterloo services from the REJIS facilities which are their typical work location.

### SE-2-7 Scope Changes

From time-to-time Waterloo or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges, and costs.

IN WITNESS WHEREOF, the parties have executed this Service Exhibit (SE) Two - REJIS Managed Antivirus Services (RMAS) on the Effective Date.

REJIS:		
REJIS COMMISSION		
By:		
Ryan A. Burckhardt		
Chief Executive Officer		
Waterloo:		
WATERLOO		
Ву:		
Stan Darter		
Mayor, Waterloo		

## Service Exhibit (SE) Three - REJIS Identity & Access Management (RIAM)

## SE-3-1 Definition of Services

REJIS and Waterloo have entered into this agreement in which REJIS will provide the implementation and service for REJIS Identity & Access Management (RIAM) System, also known as Multifactor Factor Authentication.

## SE-3-2 Scope of Services

In accordance with the provisions of the IMA and this SE, REJIS will provide for:

- · Setup of client as an organization.
- Enrollment of users.
- Installation of agents on end points or give installer file to onsite IT support personnel to install clients.
- Setup policies based on client's criteria.
- Setup an administrator account for one authorized personnel of client.
- Training of administrator on how to setup and troubleshot user issues.
- Support of RIAM after initial project has been completed at normal REJIS published rate.

## SE-3-3 Duties & Responsibilities

REJIS will provide services consistent with the above scope as described in this SE. REJIS will ensure all personnel resources, diagnostic and productivity tools supplied by REJIS, and methodologies meet industry best practices and that REJIS employees possess the required background and technical skills to support the services provided as part of this SE. Waterloo staff will participate in user working groups and in setting of project priorities to guide and support the RIAM System.

## **DELIVERABLES/CONDITIONS:**

#### **REJIS**

- Software to operate the KASEYA Passly IAM solution. The solution will be housed at KASEYA Data Center, a fully redundant facility and monitored 24/7/365 for service Software to operate the KASEYA Passly RIAM solution. The solution will be housed at KASEYA Data Center, a fully redundant facility and monitored 24/7/365 for service availability.
- Will update and maintain services from Kaseya Passly for the software provided for RIAM. REJIS will obtain maintenance and warranty services in respect to any Equipment purchased in connection with the System.
- 3. Provided for required travel and labor during the implementation phase of the RIAM service.
- 4. RIAM calls for support will be accepted 24/7/365 by REJIS Operations Center (ROC) and resources assigned to support calls within four (4) hours.

## Waterloo:

## Client Use Only

Waterloo may use and execute the Software only for purposes of serving the internal needs of Waterloo's business. Any other use of the Software is strictly prohibited. Client will not make the Software available for use by agencies or individuals outside of Waterloo clients on a "time-sharing", "application service provider", or "service bureau" basis or for any other similar rental or sharing agreement, except as expressly authorized in writing by REJIS.

## Third Party Access and Queries

Waterloo may not allow any other Waterloo, entity, or individual (outside of Waterloo clients) to use or have access to the Software in any manner other than inquire-only; and such queries

may be conducted solely for Waterloo internal business purposes. Waterloo may not query the Software or permit any third party to query the Software for a third party's business purposes.

#### Competitive Use

Waterloo not utilize or permit a third party to access or utilize any part of the Software in any manner that competes, directly or indirectly, with any product or service of REJIS. This includes without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with REJIS products or services, or using interfaces or other products connecting to the database of the Software in connection with a third-party's competing products.

## Additional Components

Other components (hardware and/or third-party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, Waterloo is required to provide workstations and personal computers, network, operating system, Internet connectivity, and other components (e.g., cables and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system.

## Proper Environment

Waterloo is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate in a secure environment and according to the specifications for the equipment as specified by the manufacturer. Waterloo will ensure that all work sites it provides will be in compliance with all applicable industry and OSHA standards. To the extent applicable, Waterloo will ensure that all work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. The work site will be inspected prior to implementation to advise of any apparent deficiencies or non-conformity.

## General

- Identify request for service within the intent of this SE.
- 2. Provide access to Waterloo personnel or resources required to meet the obligations under this SE.
- 3. Provide responses to questions or events required to meet timetables or requirements consistent with this SE.
- 4. Provide appropriate connectivity, hardware, and software to support RIAM setup and configurations at Waterloo site(s).

#### SE-3-4 Service Quantity

## REJIS will supply Waterloo the following:

- 1. A REJIS Systems Manager primary Point of Contact (POC) for all services related to this SE.
- 2. Skilled REJIS staff to support tracking for support calls, training staff, and technical staff to assess calls to work to remediate issues.

#### **DELIVERABLES:**

- 1. RIAM project and assignment reporting (REJIS responsibility).
- 2. Monthly checkpoint calls with REJIS POC (REJIS responsibility to coordinate calls).

## SE-3-5 Service Quality

REJIS will provide staffing to perform services as identified by Waterloo within this SE. Work to be measured through:

- 1. Services identified within this SE.
- 2. Service levels as identified with Attachment Three Service Level Agreement (SLA) One.

## SE-3-6 Financial Terms

Waterloo will pay for time services identified in this SE based upon the following rate schedule. Waterloo commits to the following MRC rate schedule to be utilized over a one (1) year term.

Waterloo will pay for time services identified in this SE based upon the following rate schedule. Waterloo commits to the following MRC rate schedule to be utilized over a 3 (three) year term. The agreement was originally signed on October 21, 2021. MRC charges to be invoiced monthly. Payment due thirty (30) days net from invoice date. Any support hours utilized, not covered by this agreement, will be billed monthly in arrears. This Service Exhibit is being extended to end on April 30, 2025.

#### MRC

Category	1 0-		
	Qty	Rate	Total
RIAM Client Site License	1		
RIAM Client User License	<del> </del>	<b>\$210.00</b>	\$210.00
LIMM CHERL USER LICENSE	65	\$0,35	\$22.75
		70.00	<b>ΨΖΖ./</b> 3

Rates may be adjusted as part of any *Renewal Option Periods* of the Agreement to reflect REJIS adjusted rates, which will not exceed a six percent (6%) increase. The adjusted rate then becomes the new rate for the next Agreement Year and for any future adjustment calculations.

## SE-3-6-1 Place of Performance

REJIS will provide Waterloo services from the REJIS facilities, which are their typical work location.

## SE-3-7 Scope Changes

From time-to-time Waterloo or REJIS may request an adjustment to the scope of services covered in this SE to reflect changes in business conditions or directions in technology. Such requests will require a minimum of thirty (30) days prior written notice to the other party and the prior written approval of both parties to adjust the required services and associated fees, rates, charges, and costs.

**IN WITNESS WHEREOF,** the parties have executed this Service Exhibit (SE) Three - REJIS Identity & Access Management (RIAM) on the Effective Date.

REJIS: REJIS COMMISSION	
By:	
By: Ryan A. Burckhardt Chief Executive Officer	
Waterloo: WATERLOO	
By:	
Stan Darter	_
Mayor, Waterloo	

26 May 1, 2024

## Attachment One - REJIS Service Portfolio

REJIS can provide for additional products and services for Waterloo as required in the performance of the Agreement through the creation of additional SE(s) added to the IMA. A summary of several additional services REJIS can provide include:

- Data Center Colocation Services
- Data Center Disaster Recovery Services
- SolarWinds Monitoring
- Windows Server Administration
- Operations Monitoring and Support
- NetMotion & Wireless Connectivity Support
- Multi-Factor Authentication (MFA)
- Mobile Device Management Mobile Iron
- CrowdStrike / Trellix Security Software
- CAD Report Writing Services
- KnowBe4 and Security Awareness Training
- Security Services

27 May 1, 2024

## **Attachment Two - REJIS Escalation Process**

Department/Division: Waterloo - Escalation Process - Shawn Kennedy (618) 781-9431

**REJIS:** REJIS Operations Center - 314-535-9497 or 888-923-7255

If Trouble CASE is Open After	Priority 1 Automatic REJIS Action	Priority 2 Automatic REJIS Action
Immediate Notification	REJIS Operations Center (ROC) escalates to the appropriate REJIS staff immediately by voice and email. Customer notified call is assigned within fifteen (15) minutes.	ROC escalates to the REJIS staff immediately by voice and email.
1 Hour	REJIS Operations Center contacts the user that initiated the CASE to establish how to be contacted and updated going forward through problem resolution.	Customer notified call is assigned.
2 Hours	If REJIS is unable to successfully analyze and troubleshoot the problem, ROC will notify next level management of status and contact user.	REJIS Technician contacts the user person initiating the CASE.
4 Hours	REJIS will contact Vendor additional Technical Support for assistance and resolution as needed.	
24 Hours	Reviewed by Systems Managers of open CASEs, priority for resolution, and resources necessary to resolve problem.	Reviewed by Systems Managers of open CASEs, priority for resolution ( <b>Note:</b> Priority 2 is lesser priority), and resources necessary to resolve problem.
As Appropriate (based on severity of CASE and time lapse)	Escalate to the REJIS CIO, and as appropriate to the REJIS Executive Director.	Escalate to the REJIS System Manager, CIO and as appropriate, REJIS Executive Director.

Definitions Definitions	
Priority 1 CASEs: Highest priority, impacts multiple users, mission critical applications or major locations and for which there is no immediate w	ork-around.
<b>Priority 2 CASEs:</b> An outage affecting a single user, non-mission critical application or location, or there is a work-around for the problem.	

## **Attachment Three - REJIS Escalation Process**

SLA #: 01
DEPARTMENT/DIVISION: Waterloo
Category Service Provided: REJIS Facility Technical Services

DATE: May 1, 2024

Description of Service(s)  REJIS Onsite IT Services	Department/Division Contact (Org/Title/Phone)	REJIS Supporting Contact (Org/Title/Phone)	Business Hours of Operation	Service Quality Measurement	Target	Problem Resolution Procedures
(ROIS) (ROIS) REJIS Managed Antivirus Services (RMAS) REJIS Identity & Access Management (RIAM)	REJIS Senior Network Analyst  Michael Gasparich 314-633-0317 (o) 618-531-0033 (m)  REJIS Client Site Supervisor  Bernard Grieshaber 314-633-0211 (o) 573-883-0298 (m)	REJIS Senior Network Analyst Michael Gasparich 314-633-0317 (o) 618-531-0033 (m) REJIS Client Site Supervisor Bernard Grieshaber 314-633-0211 (o) 573-883-0298 (m)	24/7/365  Note: Business Hours 7:00 am - 5:00 pm Monday-Friday Excluding REJIS and Waterloo Holidays	Percentage of time annually that REJIS is available  Hours of unplanned downtime available monthly to the Waterloo Mayor by ten (10) business days of the following month  Unplanned downtime available to CIO for SLA by ten (10) business days the end of each quarter	availability (excluding Maintenance Window)  Maintenance Window: 5.00 (5) hours per year planned for performing	REJIS Operations Center (ROC) will tak all calls and escalate to REJIS Operations Support Staff. REJIS ROC Staff will use internal monitoring of log file to identify issues and isolate/resolve problem. Perform and communicate "event analysis" reports to CIO within one (1) week of occurrence of any unplanned outages.

**Department/Division Responsibilities**: Departments experiencing REJIS service problems will contact the REJIS Operations Center (ROC) at 314-535-9497 providing a name, department, phone number, and description of problem.

**REJIS Responsibilities:** REJIS Services will be available on a 24/7/365 basis. The annual goal is to be operated and maintained with a planned downtime not to exceed five (5) hours per year to support maintenance and configuration changes. Planned maintenance windows will be during non-business hours and not count as downtime with maintenance windows approved by Waterloo application owner at least one (1) week in advance. REJIS may coordinate additional windows if mutually agreeable to REJIS and Waterloo prior to the event occurring. Annual unplanned REJIS service down time is at 99.95% availability (4.23 hours annually). The ROC will accept all CASEs. Possible remedies include: 1) reboot of the equipment, 2) isolation of problem based on facility log file review, 3) escalation to Maintenance or Vendor based on equipment connectivity problem, 4) hardware/software repair done by REJIS. The REJIS Escalation Process is listed below for CASE resolution. ROC will advise key Waterloo of CASE status. REJIS will initiate and manage maintenance agreements with vendors to assure REJIS services availability. REJIS will ensure all documentation is current and accurate using SolarWinds, NetSuite, Word / PDF / Visio documentation and knowledgebase tools.

Agenda Item No.	10B	
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

	T 00 000
	June 03, 2024
Desci	ription of matter to be placed on agenda:
	deration and Action on Resolution No. 24-18 Approving the Execution of a
Non-l	Regulated Vendor Agreement between the City of Waterloo, IL and Western
Egypt	tian, EOC for the State of Illinois Dept. of Commerce & Economic Opportunitian,
Low	Income Home Energy Assistance Program (LIHEAP).
	for action to be requested:
Appro	oval.
Subm	ittal date: May 30, 2024
Subm	itted by:
Shawı	n Kennedy, Collector / Budget Officer
	DISPOSITION
	<u>Dist ostriol</u>
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on
	Matter to be placed on agenda for meeting date requested.  Matter to be placed on agenda for meeting to be held on

## **RESOLUTION NO. 24-18**

A RESOLUTION APPROVING THE EXECUTION OF A NON-REGULATED VENDOR AGREEMENT BETWEEN THE CITY OF WATERLOO, ILLINOIS AND WESTERN EGYPTIAN, EOC FOR THE STATE OF ILLINOIS DEPT. OF COMMERCE & ECONOMIC OPPORTUNITY LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP).

**WHEREAS,** attached is a proposed Non-Regulated Vendor Agreement for the Low Income Home Energy Assistance Program (LIHEAP) between the City of Waterloo, IL and the Western Egyptian EOC; and,

WHEREAS, it is in the best interest of the City of Waterloo, IL to sign said Agreement for LIHEAP.

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

**PASSED** by the City Council and approved by the Mayor of the City of Waterloo, Illinois this 03<sup>rd</sup> day of June, 2024 with a roll call vote as follows:

AYES:	
NAYES:	
ABSENT:	
ABSTAINED:	
	APPROVED:
ATTESTED:	Stanley T. Darter, Mayor
ALIESTED.	
Mechelle Childers, City Clerk	



## Economic Opportunity Council, Inc.

Paulette M. Hamlin, Executive Director Marc Kiehna, Board Chair

May 24, 2024

SUBJECT: 2025 - 2027 Non-Regulated Vendor Agreement

Attached is the 2025-2027 Vendor Agreement for the Low Income Home Energy Assistance Program (LIHEAP). Please read through the agreement, sign, date, and return before July 1, 2024.

Please note, we also must receive a copy of your written credit policies that would include minimum delivery amounts (gallons and/or dollars), after hour or emergency delivery charges, installation charges, carrying charges, and any other practices normal to the applicable vendor's policy.

The refund policy remains the same, however clarification was added to include the utility/vendor must send the State the refund notice to OCA on at least a quarterly basis even if the amount is \$0.00 for all refunds during the program year. (See pg. 6 Letter O).

Should you have any questions, please let me know. Thank you.

Sincerely,

Lynne Jones

Community Services Coordinator

# STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY LOW INCOME HOME ENERGY ASSISTANCE PROGRAM

## 2025 NON-REGULATED VENDOR AGREEMENT

Between	
Western Egyptian, EOC (LIHEAP Local Administering Agency)	
Agreement Number 6	
And	
City of Waterloo	
Energy Vendor	
The Western Egyptian, EOC	located at
PO Box 7, 1 Industrial Park, Steeleville, II 62288 ("Local LIHEAP Adn	ninistering
Agency" or "Agency" or "LAA"), and City of Waterloo	
("Vendor"), located at 100 W Fourth St. Waterloo, II 62298	
The LAA and Vendor are hereinafter sometimes referred to collectively as the	"Parties."

WHEREAS, under the Energy Assistance Act (305 ILCS 20) and implementing administrative rules (47 Ill Adm. Code 100), the Illinois Department of Commerce and Economic ("Department") is authorized to administer a program to ensure the availability and affordability of heating and electric service to eligible low income customers, namely the Low Income Home Energy Assistance Program ("LIHEAP"). See 305 ILCS 20/4;

WHEREAS, in accordance with its power and duties, the Department is authorized to award grants to designated Local Administering Agencies ("LAA") to administer the LIHEAP throughout Illinois (20 ILCS 605/605-30) and (305 ILCS 20/1 et seq.) Through an executed grant agreement between the Department and the LAA, the LAA is required to establish procedures to notify each participating customer of the amount of assistance paid on their behalf and to enter into a written agreement with the Vendor or Utility Company outlining the terms and conditions for the Vendor's acceptance of payment for the supply of energy services;

2025 Non-Regulated Vendor Agreement Page 2 of 11

WHEREAS, the Utility Company means any utility, municipal utility, cooperative utility, or any other corporation or individual which provides winter energy services (305 ILCS 20/3(c)); and

WHEREAS, the Department requires Utility Company to enter into this Agreement with the LAA before energy assistance payments will be made directly to the Utility Company from an LAA for the benefit or on behalf of eligible customers authorized to receive heating and electric assistance under the LIHEAP. 47 III. Adm. Code 100.230(b)(2); and

WHEREAS, Utility Company desires to participate in the Department's LIHEAP and provide its assistance and cooperation under the terms and conditions of this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

**Article 1.** Definitions. As used in this Agreement, the following terms have the following meanings;

- 1.1 "Low Income Home Energy Assistance Program" ("LIHEAP") means the energy assistance program administered by the Department under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 which established the Low-Income Home Energy Assistance Act of 1981, the Energy Assistance Act, (305 ILCS 20/1 et seq.) and applicable Illinois administrative rules. The Low Income Home Energy Assistance Act of 1981 authorized the Low Income Home Energy Assistance Block Grant. States were eligible to receive funds under the Low Income Home Energy Assistance Block Grant on October 1, 1981.
- 1.2 "LIHEAP Benefit" means the amount, determined by the Department, and applied to the LIHEAP customer's utility or vendor account.
- 1.3 "Register" or "Invoice Detailed Report" means the electronic or written notification report sent to the Utility/Vendor or LAA. The report lists eligible customers within the Utility's service area who are being provided primary and/or secondary energy.
- 1.4 Words and phrases used in this agreement that are defined in 47 Ill. Adm. Code 100.30 shall have the same meaning in this Agreement as ascribed to them in Section 100.30 unless a different definition is stated herein.

## Article 2. Term and Scope of Agreement.

- 2.1 Term. The term of this Agreement shall be from July 1, 2024 or upon the date of LAA's signature, whichever is later, through June 30, 2027, unless the Agreement is otherwise terminated as set forth herein.
- 2.2 Scope of Agreement. The terms and conditions of this Agreement along with applicable federal and state law and regulations, including but not limited to the Energy Assistance Act, the LIHEAP administrative rules together with the Energy Assistance Program Procedures Manual, and any related Department policies, and documents referenced or expressly incorporated herein shall constitute the entire preset agreement between the Parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the Parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the Parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the Parties as to the subject matter of this Agreement.

#### Article 3. Termination.

- 3.1. Availability of Appropriations. This Agreement is contingent upon and subject to the availability of sufficient funds or State appropriation for the purpose outlined in the Agreement. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted or otherwise made available to the Department by the Illinois General Assembly to allow the Department to fulfill its obligations under this Agreement; (c) the Governor or the Department reserves funds; or (d) funds appropriated are de-appropriated or not allocated, or if funds needed by the Department are insufficient for any reason. The Department shall give Utility notice of insufficient funding as soon as practicable. Utility's obligation to perform shall cease upon receipt of the notice.
- 3.2. <u>Termination Without Cause.</u> Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of either party upon fifteen (15) days written notice to the other party. The terminating party shall be entitled to performance by the other party under the terms of this Agreement up to the time of termination.
- 3.3. <u>Nonwaiver</u>. Failure of either party to insist on performance of any terms or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

## 2025 Non-Regulated Vendor Agreement Page 4 of 11

3.4 <u>Inability to Perform.</u> Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortage, labor disputes, fire, flood, explosion, legislation, and governmental regulation. The party seeking to invoke this provision has the obligation to notify the other party as soon as practicable, which shall be based upon the circumstances.

## Article 4. Vendor Responsibilities

## 4.1 Vendor shall with respect to LIHEAP:

- A. Accept payment from the Agency for energy assistance on behalf of eligible customer as set forth by the LIHEAP Administrative Rules;
- B. Post or credit the customer's account within thirty (30) days of receipt of the payment from the Agency;
- C. Inform the Agency of all customer rejections and the reason(s) for rejection within 14 days of the date of rejection;
- D. Not charge the Agency for late payment penalties, returned check charges, carting charges, or any other miscellaneous fees;
- E. Restore energy service to disconnected customers that have been determined eligible for energy assistance within forty-eight (48) hours, or eighteen (18) hours for life-threatening situations, upon request from the Agency;
- F. Provide, if Vendor delivers fuel, energy service to customers without heat (and/or the fuel supply is less than or equal to 25% of the total delivered fuel storage capacity) within forty-eight (48) hours, or eighteen (18) hours for life- threatening situations such as 1- the temperature is 32° Fahrenheit or below; 2- the household is not protected by the ICC rules or similar local laws, and 3- reconnection is the only available remedy; i.e., the household does not have alternate shelter, lacks a safe temporary means of heat or is homebound, a minimum delivery amount not to exceed the Emergency Reconnection Assistance amount allowed to that customer, without any charge for federal, state, or local taxes on payment received from the Agency;
- G. Not treat customers receiving assistance under this program adversely, under any circumstance, because of such assistance and not discriminate either in cost of delivered fuel or services provided, against the eligible customer on whose behalf LIHEAP benefit is made;

- H. Not voluntarily terminate the supply of energy to LIHEAP eligible customers during the period December 1 to March 31, under the following conditions:
  - 1. Vendor accepts the eligible customer that meets normal credit Practices of the Vendor for program enrollment;
  - 2. The eligible customer meets or exceeds all minimum payment responsibilities as required by LIHEAP program guidelines; and
  - 3. Vendor receives payment of or promise to pay program benefits from the Agency.
- I. Not discriminate against participating LIHEAP customers in offering deferred payment or level payment plans or in other conditions of sale, credit, delivery, or price.
- J. For combined gas/electric/water and sewer bill, Vendor shall restore gas and/or electric services based on the amount the customer owes on the gas/electric portion of the bill and not based on the entire bill, including water and sewer charges.
- K. Refund any duplicate or erroneous payment to the Agency or Department within thirty (30) days of the date of discovery;
- L. Notify the Agency or the Department of any lack of information, inappropriate information and past due payments owed to the Vendor by the Agency no later than thirty (30) days of the required payment date;
- M. Notify each eligible customer of the amount of LIHEAP benefit received/credited to the customer's account in the name of the customer;
- N. Provide the Agency a copy of its written credit policies that would include minimum delivery amounts (gallons/dollar) after-hour or emergency delivery charges, installation charges, carrying charges, and any other practices normal to Vendor policy
  - O. Refund the credit balance of any LIHEAP benefit that remains on an inactive/final/closed account at the time of termination of the eligible customer's account with the Vendor or as of July 1 of each year. Such refund shall be reimbursed to the appropriate LAA according to the Vendor's normal credit refund policy or transferred to the eligible customer's new account with a different utility company, if such customer continues to reside in Illinois and requests a transfer of the account balance.

## 2025 Non-Regulated Vendor Agreement Page 6 of 11

On at least a quarterly basis the Vendor must provide notice to the Department's Office of Community Assistance (OCA) Fiscal Manager via email to Ben.Moore@illinois.gov and Program Manager at LeslieAnn.Lesko@illinois.gov (or their designees) upon issuance of any LIHEAP refunds that have been issued to the LAAs, even if the amount for the quarter is \$0.00. The refund list to OCA must include at least the following: (1) customer first and last name, (2) customer account number, (3) LAA Name, (4) LIHEAP application number (if known), (5) refund amount, and (6) date of check and (7) check number.

- P. Permit any authorized agent of the Agency, upon presentation of credentials, full access and the right to examine any of the Vendor's documents, papers and records (including refund transactions) related to government funded energy assistance customers for a period of five (5) years after payment, as needed.
- Q. Give requested information to the Agency for the purposes of determining eligibility for the program, upon receiving a written release from a LIHEAP applicant authorizing the Vendor to release customer account information to the Agency.
- R. Upon request by the Department and as authorized by the LIHEAP applicant in his/her application for LIHEAP benefits, if requested by the Department, the utility or vendor, at no cost to the Department, shall provide, within a time frame specified and agreed by both parties, a record of annual energy consumption, energy cost, payment frequency, disconnection information, and arrearage amounts for these LIHEAP customers. This annual bill and usage data will be provided in a format requested and agreed upon both parties but annually at a minimum.
- S. For avoidance of doubt, the LIHEAP Performance Measures is a report required by the US Department of Health and Human Services (HHS) that took effect in Federal Fiscal Year (FFY2016) commencing October 1, 2015- September 30, 2016. The Department reports such data collected annually. This federal report provides data on three required LIHEAP Performance Measures and consists of the following information: 1) Energy Burden, 2) Restoration of Home Energy Service, and 3) Prevention of Loss of Home Energy Service. The data will be included in the Department's annual LIHEAP Report to Congress. The data is also used in measuring LIHEAP performance under the Government Performance and Results Act of 1993.

## 4.2 Vendor shall retain the right to:

- A. Reject or refuse service under this agreement to a program participant who fails to comply with the Vendor's normal and proper credit practices.
- B. Collect, subject to the Vendor's responsibilities under this agreement, amounts incurred by a customer prior to enrollment in the LIHEAP

## 2025 Non-Regulated Vendor Agreement Page 7 of 11

program, any additional amount owed by a customer to the Vendor above the allowable benefits under their normal credit practices.

## Article 5. Department and Agency Responsibilities.

## 5.1 The Department shall:

- A. Administer the LIHEAP program on behalf of the State of Illinois to facilitate Agency's obligations imposed under Section 5.2 of this agreement.
- B. Specify that the Vendor interact with the Department through any one or more LAAs for the purpose of complying with the terms of this Agreement.
- C. Provide the Vendor with the necessary and correct information for the Vendor to directly credit a LIHEAP customer's Vendor account.

## 5.2. The Agency shall:

- A. Determine eligibility of customers and notify the Department and Vendor (written or electronically) within (30) working days after documentation is completed for each eligible applicant.
- B. Provide the Vendor with the necessary and correct information for the Vendor to directly Credit LIHEAP client's Vendor account.
- C. Notify the Vendor of the amount of assistance the customer is eligible to receive within 30 days of the customer's approved application.
- D. Pay Vendor on behalf of eligible customers that are authorized to a LIHEAP benefit within forty-five (45) days after the date the Vendor is notified that a payment will be made on the customer's behalf.
- E. Provide to the Department and Vendor customer information including any addition, deletions, or changes to an existing eligible customer's status.
- F. Process all documentation and payment for non-regulated providers with regards to all LIHEAP customers.
- G. Notify the Department of lack of information, inappropriate information or violation of this Agreement on the part of a Vendor, whether intentional or not, within thirty (30) days of discovery.
- H. Obtain a written release from each LIHEAP applicant authorizing the Vendor to release customer account information to Agency(s) for purposes of determining eligibility for the program.

- I. Monitor the Vendor's compliance with the terms of this Agreement.
- J. Provide Vendor with a list of eligible customers and total benefits available for each eligible customer that is a customer of the Vendor.
- K. Monitor the Vendor for compliance in accordance with the terms and conditions of the Agreement, all applicable federal and state law, regulations, rules and Department policies. The Vendor must permit any agent authorized by the Department or Agency, upon presentation of credentials, full access to and the right to examine any of the Vendor's documents, papers and records (including refund transactions) in either hard copy or electronic format pertaining to the LIHEAP.
- 5.3 Responsibility for Payment. The Department shall not be obligated to make any payment directly to Vendor under the terms of this Agreement.

#### Article 6. General Terms.

- 6.1 Agreement to Obey All Laws. Vendor shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, State, county and local governmental agencies which in any manner affect the terms of this Agreement. Utility certifies it will maintain compliance with current and future requirements due to legislative changes to the applicable laws, ordinances, codes or regulations affecting this Agreement,
- 6.2 <u>Amendments.</u> This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
- 6.3 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or federal court located in Sangamon County, Illinois. The state shall not enter into binding arbitration to resolve any Agreement dispute. The state of Illinois does not waive sovereign immunity by entering into this Agreement.
- 6.4 Confidentiality. Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its authorized agents who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement or

that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. The Department agrees that it will hold and treat as confidential, all customer data/information from the Vendor, and that it will not disclose or permit anyone else to disclose the said information to any person, firm or entity without the Vendor's prior written authorization. The Department further agrees that it will use the customer information solely for the purpose of discussing, analyzing, and evaluating the LIHEAP and that it will not use said information for any other purpose. The Parties further agree that the Department may disclose the customer information only to its governing authority, officers, employees, consultants, and/or attorneys who need to know such information for the purpose of discussing, analyzing, and evaluating the LIHEAP (collectively "Representatives") or in accordance with Section 16-122 of the Public Utilities Act (220 ILCS5/16-122) Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505), or as otherwise required by law. The Department further agrees to inform such Representatives of the confidential nature of the information and agrees to direct its Representatives to treat said information in accordance with the terms of the Agreement, as amended. The terms of the Agreement, as amended shall not apply to information that is generally available to the public (other than as a result of a prohibited disclosure by the Department or its Representatives) or is or becomes available to the Department or its Representatives from a source that, to its knowledge, is not bound by a confidentiality agreement with the Vendor prohibiting such disclosure.

- 6.5 Ownership and Use of Confidential Information. The Vendor acknowledges that, if it provides documents or other records containing Confidential Information to the Department, those documents and other records come under the authority, control, and possession of the Department and thus (i) become the property of the State of Illinois and, as such, the Vendor acknowledges that the Department may dispose of said documents and other records only in accordance with the State Records Act, 5 ILCS 160/1 et seq., and (ii) make such documents and other records subject to the Freedom of Information Act, 5 ILCS 140/1 et seq. The Department acknowledges that, to the best of its knowledge and belief, the State Records Act will not prevent or limit the Department's compliance with this Agreement.
- Inspector General ("OEIG") any fraud, abuse or misconduct in the administration of LIHEAP as soon as it determines that there are reasonable grounds to believe that fraud, abuse or misconduct have occurred. The Parties may conduct an investigation of suspected fraud, abuse or misconduct pursuant to its business practice in order to make such a determination. In the event of such a determination by the party, findings of any internal investigation shall be reported to the OEIG and any other relevant authorities including law enforcement, as needed, based on the circumstances. The Parties shall cooperate with all OEIG investigations of suspected fraud, abuse or misconduct. The Parties understand that the OEIG will not accept a complaint regarding an alleged violation, which occurs more than a year after the alleged violation, unless there was an attempt to conceal facts during that time. Therefore, the Parties agree that any required investigation

# 2025 Non-Regulated Vendor Agreement Page 10 of 11

will be performed in a timely manner to preserve the OEIG's one-year complaint filing requirement.

- 6.7 Media Relations and Public Information. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Agreement or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Department. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Agreement unless such dissemination has been previously approved in writing by the Department.
- 6.8 Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:
  - A. Provisions apply to successive events and transactions;
  - B. "Or" is not exclusive;
  - C. References to statutes and rules include subsequent amendments and successors thereto;
  - D. The various headings of this Contract are provided for convenience only and shall not affect the meaning or interpretation of this Contract or any provision hereof:
  - E. If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
  - F. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
  - G. Words in the plural which should be singular by context shall be so read, and vice versa; and
  - H. References to "Department" shall include any successor agency or agencies thereto
- 6.9 Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement.

2025 Non-Regulated Vendor Agreement Page 11 of 11

6.10 <u>Survival of Obligations</u>. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including, but not limited to, provisions relating to confidentiality.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

Vendor Name	LIHEAP Local Administering Agency		
City of Waterloo	Western Egyptian, EOC		
	Agency		
By:	By: Willton YMV		
Title:	Title: 400 Dis		
Date:	Date: MAY 2 3 2024		

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

	on the agenda for meeting to be held on: ne 03, 2024 (Date)
Description of matter to be place	
Consideration and Action on Wa	irrant No. 638.
Relief or action to be requested:	
Approval.	
Submittal date: May 30	), 2024
7.1. 4 14	
Submitted by:	
Shawn Kennedy, Collector / Bud	get Officer
	<u>DISPOSITION</u>
Matter to be placed on a	genda for meeting date requested.
Matter to be placed on a	genda for meeting to be held on
Matter referred to	
	Tholey 1. 1 Hulgo
	Mayor

CITY OF WATERLOO
C L A I M S H E E T
Friday May 31,2024
WARRANT#638

SYS TIME:14:33 [NCS] PAGE 1

	WARRANT#638		77104
VENDOR #	NAME	DEPT.	AMOUNT
	RAL FUND	<u> </u>	***************************************
AC110 AI010 BE100 C0025 EL075 KA020 SU325 VE360	BELLEVILLE NEWS - DEMOCRAT COAST TO COAST EQUIP & SUPPLIES ELAN FINANCIAL SERVICES K & D PRINTING SUMMIT SIGN & GRAPHICS, LLC	01-12 01-12 01-12 01-12 01-12 01-12 01-12 01-12	105.00 60.00 898.55 1,091.00 258.02 848.00 190.00 159.00
	**TOTAL LEGISLATIVE		3,609.57
AP121 BL400 CB200 CL340 CO025 DA040 DE130 DE130 DI560 EL075 F1100 F1575 HA390 IN560 KA020 LA088 RE440 RO400 ST120	FIDELITY SECURITY LIFE INSURANCE ( FIRST NATIONAL BANK OF WATERLOO ( HARRISONVILLE TELEPHONE ( INVOICE CLOUD, INC. ( K & D PRINTING ( LANDIS+GYR TECHNOLOGY, INC. ( REJIS COMMISSION ( ROTOLITE OF ST LOUIS INC. (	01-13 01-13C. 01-13 01-13 01-13 01-13 01-13 01-13 01-13 01-13	165.00 8,451.43 44.10 90.00 409.22 27.92 30.12 701.88 1,115.00 99.28 79.01 38.40 1,334.59 53.68 651.00 499.00 426.01 35.00 109.39
WA300	CAPITAL ONE U	71-13	11.97
	**TOTAL FINANCE		14,372.00
AT260 CI250 DO582 HG100 SE260 SH190 ST120 WA850	DORMAKABA USA INC. 0 H & G SALES, INC. 0 SECURE ONE SELF 0 AARON OAKLEY SHIVE 0 STAPLES BUSINESS ADVANTAGE 0	1-14 1-14 1-14 1-14 1-14 1-14 1-14 1-14	300.00 4,237.07 240.00 46.00 388.00 845.00 152.12 34.33
	**TOTAL BUILDING	•	6,242.52
ST025	LEGAL ST CLAIR, GILBRETH & STEPPIG LLC 01 **TOTAL LEGAL	L~15 -	7,566.50
		_	7,566.50
AL125 BL400 CO025 DE130 DE490 EL075 F1100 LA500 PR228 RM600 WA850	BLUE CROSS BLUE SHIELD OF ILLINOIOI COAST TO COAST EQUIP & SUPPLIES 01 DEARBORN LIFE INSURANCE COMPANY 01 DELTA DENTAL OF ILLINOIS - RISK 01 ELAN FINANCIAL SERVICES 01 FIDELITY SECURITY LIFE INSURANCE 01 LAWSON PRODUCTS, INC. 01 JOHN L WIRTH III 01 R & M OIL COMPANY 01 WATERLOO LUMBER COMPANY 01	1-16 1-16 1-16 1-16 1-16 1-16 1-16 1-16	151.27 4,611.22 1,491.00 10.94 231.62 1,231.73 28.26 326.97 155.00 90.65 72.48
	**TOTAL ZONING/BUILDING INSPE	CTOR	8,401.14

CITY OF WATERLOO

SYS TIME: 14:33 CLAIM SHEET [NCS] Friday May 31,2024 PAGE

1,499,77

01-41

AUTO TIRE AND PARTS

AU084

DEPT. AMOUNT VENDOR # 01 GENERAL FUND ZONING/BUILDING INSPECTOR RECORDS AMERICAN LEGAL PUBLISHING CORPORA01-18 1,053.80 AM122 BLUE CROSS BLUE SHIELD OF ILLINOI01-18 1,195.74 BL400 DEARBORN LIFE INSURANCE COMPANY 01-18 DELTA DENTAL OF ILLINOIS - RISK 01-18 4.88 DE130 85.28 DE490 ELAN FINANCIAL SERVICES 01-18 155.60 **EL075** FIDELITY SECURITY LIFE INSURANCE 01-18 9.13 FI100 2,504.43 \*\*TOTAL RECORDS POLICE 01-21 01-21 AL'S AUTOMOTIVE SUPPLY INC. 590.61 AL125 14,053.05 AX400 AXON ENTERPRISE, INC. BLUE CROSS BLUE SHIELD OF ILLINOI01-21 35,348.05 BL400 D AND D DISTRIBUTING SERVICES, INO1-21 41.88 DA040 DATATRONICS, INC. 01-21 275.00 DA082 DEARBORN LIFE INSURANCE COMPANY 01-21 105.27 **DE130** DELTA DENTAL OF ILLINOIS - RISK 01-21 1,856.84 DE490 ELAN FINANCIAL SERVICES 01-21 2,559.77 EL075 FIDELITY SECURITY LIFE INSURANCE 01-21 236.27 FI100 FIRSTSPEAR, LLC 01-21 FULL THROTTLE SCREEN PRINTING, LL01-21 99.24 FI580 448.50 FU260 HARRISONVILLE TELEPHONE 01-21 312.80 HA390 JOHN DEERE FINANCIAL 01-21 88.99 J0200 123.00 01-21 KA020 K & D PRINTING LAWSON PRODUCTS, INC. 01-21 326.99 LA500 1,959.16 01-21 LE425 LEON UNIFORM CO. LOGOS 'N STITCHES 01-21 L0290 413.00 MONROE COUNTY ELECTRIC COOPERATIV01-21C 53.04 MO425 21,610.40 MONROE COUNTY GENERAL FUND 01-21 MO460 1,198.00 MOTOROLA SOLUTIONS, INC. 01-21 MO755 01-21 806.42 REJIS COMMISSION **RE440** R & M OIL COMPANY 01-21 90.70 RM600 SALTUS TECHNOLOGIES 01-21 66.00 SA280 01-21 343.75 UT180 UTILITRA 01-21 105.03 VERIZON VE250 01-21126.60 CAPITAL ONE WA300 WATERLOO LUMBER COMPANY 01-21 8.94 WA850 1,099.00 01-21 ZANDERS SPORTING GOODS ZA100 \*\*TOTAL POLICE 84.346.30 POLICE COMM. APEXNETWORK PHYSICAL THERAPY 01-25 165.00 AP121 01-25 99.00 TOTAL ACCESS URGENT CARE TO425 264.00 \*\*TOTAL POLICE COMM. SOCIAL SERVICES BLUE CROSS BLUE SHIELD OF ILLINOI01-34 2,305.61 BL400 CITY OF WATERLOO - ELECTRIC FUND 01-34 5,000.00 CI350 DEARBORN LIFE INSURANCE COMPANY 01-34 5.47 DE130 137.09 DELTA DENTAL OF ILLINOIS - RISK 01-34 DE490 ELAN FINANCIAL SERVICES 01 - 34247.86 EL075 FIDELITY SECURITY LIFE INSURANCE 01-34 14.13 FI100 01 - 34260.64 GR200 W.W. GRAINGER, INC. HUMAN SUPPORT SERVICE 01-34 394,52 HU235 827.88 MONROE COUNTY ELECTRIC COOPERATIV01-34C MO425 01-34 81,852.10 RELIABLE SANITATION RE450 540.00 RONGEY, BRITTANY 01 - 34RO344 WATERLOO LUMBER COMPANY 01 - 348.59 WA850 91,593.89 \*\*TOTAL SOCIAL SERVICES STREETS & ALLEYS 268.46 AL'S AUTOMOTIVE SUPPLY INC. 01-41 AL125

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024 SYS TIME: 14:33 [NCS] GE 3 PAGE

VENDOR # DEPT. AMOUNT \_\_\_\_\_

01	GENERAL FUND		
	STREETS & ALLEYS BLUE CROSS BLUE SHIELD OF ILLING BROWN EQUIPMENT COMPANY CAMPER EXCHANGE CITY OF WATERLOO CLEAN UNIFORM SERVICES CLINICAL COLLECTION MANAGEMENT COLUMBIA QUARRY D AND D DISTRIBUTING SERVICES, I DEARBORN LIFE INSURANCE COMPANY DELTA DENTAL OF ILLINOIS - RISK FABICK TRACTOR FIDELITY SECURITY LIFE INSURANCE GATEWAY F.S., INC. HARRISONVILLE TELEPHONE HEARTLAND TURF FARMS HENRY, MEISENHEIMER & GENDE, INC. JOHN DEERE FINANCIAL KEY EQUIPMENT & SUPPLY LAWSON PRODUCTS, INC. MARMAC MOTOROLA SOLUTIONS, INC. MPS INDUSTRIES O'REILLY AUTOMOTIVE, INC. POMP'S TIRE SERVICE, INC. RIGHT WAY TRAFFIC CONTROL, INC. RIGHT WAY TRAFFIC CONTROL, INC. R & M OIL COMPANY ROGERS REDI MIX SNAP-ON TERMINAL SUPPLY COMPANY		
BL40	O BLUE CROSS BLUE SHIELD OF THE TME	1701_41	0 200 75
BR22	5 BROWN FOLITPMENT COMPANY	01_11	0,300./3
BU55	0 BITLER SUPPLY COMPANY	01-41	2,349.20 104.30
CA11	O CAMPER EXCHANGE	01-41 01-41	104.30
CI25	O CTTY OF WATERION	01-41	1U1./U
CL20	O CLEAN UNITEDOM SERVICES	01-41 01 41	1,012.17
CL 34	O CITATON COLLECTION MANAGEMENT	01~41 01 41	40.72
CO25	O COLUMNIA OHARDY	01~41 01 41	1 200 00
DA04	D AND D DISTRIBUTING SERVICES T	NO1.41	1,390.00
DE13	O DEARRORN LIFE INSURANCE COMPANY	.1401~41 01 41	39.00
DE49	DELTA DENTAL OF TILINOTS - DISK	01-41	31.03
FA15	) FARTCK TRACTOR	01-41 01 41	412.08
FI10	FIDELITY SECURITY LIFE INSUBANCE	01-41	00.00
GA82	GATEWAY E S THE	. 01-41 . 01 #1	70.74
HA39	HARRISONVILLE TELEPHONE	01-41	42.00
HE05	HEARTI AND TURE FARMS	01-41	43.00
HE320	HENRY METSENHETMER & CENTRE THE	01-41 01-41	12 725 63
IL821	THE THOUS MINISTER OF GENERAL TITLES	101-41 101-41	13,233.02
IN458	INTERSTATE RILLING SERVICE THE	01-41	223.00
J020(	) JOHN DEERE ETNANCIAL	01-41	270 04
KE500	KEY FOLITPMENT & SUPPLY	01-41	370.04
LA500	LAWSON PRODUCTS, INC.	01-41	322.02
MA544	MARMAC	01~41	1 761 04
MO755	MOTOROLA SOLUTIONS, INC.	01-41	11 50
MP500	MPS INDUSTRIES	01-41	336.25
OR200	O'REILLY AUTOMOTIVE, INC.	01-41	104 12
PO470	POMP'S TIRE SERVICE, INC.	01-41	704.12
RI220	RIGHT WAY TRAFFIC CONTROL. TNC.	01-41	137 87
RM600	R & M OIL COMPANY	01-41	90.65
RO275	ROGERS REDI MIX	01-41	2 643 00
SN200	R & M OIL COMPANY ROGERS REDI MIX SNAP-ON TERMINAL SUPPLY COMPANY	01-41	82.85
TE350	TERMINAL SUPPLY COMPANY	01-41	247.97
TY200	TERMINAL SUPPLY COMPANY TYNDALE COMPANY, INC.	01-41	220.95
WA850	WATERLOO LUMBER COMPANY	01-41 01-41 01-41 01-41	68.58

\*\*TOTAL STREETS & ALLEYS

38,293.40

01 GENERAL FUND

GRAND TOTAL 257,193.75

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VENDOR # NAME DEPT. AMOUNT

51 WATER	FUND		
	WATER ADMINISTRATION		
D: 400	BLUE CROSS BLUE SHIELD OF ILLINOIS	51_11	2,560.99
BL400	CBIZ BENEFITS & INSURANCE SERVICES	51-11 <i>c</i>	44.10
CB200	COAST TO COAST EQUIP & SUPPLIES	51-11	9.22
CO025	DEARBORN LIFE INSURANCE COMPANY	51-11	10.01
DE130	DELTA DENTAL OF ILLINOIS - RISK	51-11	161,09
DE490	ELAN FINANCIAL SERVICES	51-11	99.29
EL075	FIDELITY SECURITY LIFE INSURANCE S	1-11	17 <i>77</i>
FI100	INVOICE CLOUD, INC.	51-11	53.68
INS60		51-11	651.00
KA020	K OF D STATES .	1-11	499,00
LA088	MID-SOUTH TANK CONSULTANTS 5	51-11	4.750.00
MI215	POSTMASTER 5	31-11	312.50
P0600		1-11	426.01
RE440	ROTOLITE OF ST LOUIS INC 5	1-11	35.00
R0400		1-11	85.02
ST120	CAPITAL ONE	1-11	11.97
wa300	CAPITAL ONE		*****
	**TOTAL WATER ADMINISTRATION	ł	9,726.65
	WATER DISTRIBUTION		
AL012	ALBERS WATER SERVICES, LLC 5	1-48	1,700.00
AL125	AL'S AUTOMOTIVE SUPPLY INC. 5	1-48	177.35
BI007		1-48	231.59
BL400	BLUE CROSS BLUE SHIELD OF ILLINOIS	1-48	3,037.57
CA085	CALDITEL HAMING	1-48	307,381.13
CI250	C111 Or Witzings	1-48	891.86
co600		1-48	16,571.13
DA040	D AND D DISTRIBUTING SERVICES, INS	1-48	4.19
DE130		1-48	10.35
DE490	DECINE DELICION OF THE PROPERTY OF THE PROPERT	1-48	171.30
FA150		1-48	56.58
FI100	FIDELITY SECURITY LIFE INSURANCE 5	1-48	18.94
HA125	HAIER PLUMBING & HEATING, INC. 5	1-48	664,740.90
на390	HARRISONVILLE TELEPHONE 5	1-48	130.07
HE320	HENRY, MEISENHEIMER & GENDE, INC.5	L-40 1 40	133,530.82
IL825	ILLINOIS MUNICIPAL UTILITIES 5	1-48 1-48	225.00 14,200.00
IM100			14,200.00
J0200		1-48 1-48	2,667,323.49
ко720		1-40 1-48	326.97
LA500		1-48	11.50
MO755	MOTOROLA SOLUTIONS, INC. 5	1-40 1. // 0	550.25
NU780	NU-WAY CONCRETE FORMS, INC. 51	1~40 1 /0	514.40
QU075	QUALITY RENTAL 51	1-48 1-48 1-48 1-48 1-48 1-48	82.85
SN200	SNAP-ON 51	1_18	212.00
TE240	TEKLAB, INC 51	1_48	18.07
UP805	UPS STORE 51	1-48	671.38
VE300		1-48	27.12
WA850	MATEUROO FOMDEN COM VIET	0	
	**TOTAL WATER DISTRIBUTION		3,812,961.69

51 WATER FUND

GRAND TOTAL3,822,688.34

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VENDOR # NAME DEPT. AMOUNT

52 SEWER	FUND	
BL400 CB200 CL340 CO025 DE130 DE490 EL075 FI100 HE320 IN560 KA020 LA088 PO600 RE440 RO400 ST120 TE240 TE240 TE425 WA300	SEWER ADMINISTRATION BLUE CROSS BLUE SHIELD OF ILLINOIS2-11 CBIZ BENEFITS & INSURANCE SERVICE52-11C. CLINICAL COLLECTION MANAGEMENT 52-11 COAST TO COAST EQUIP & SUPPLIES 52-11 DEARBORN LIFE INSURANCE COMPANY 52-11 DELTA DENTAL OF ILLINOIS - RISK 52-11 ELAN FINANCIAL SERVICES 52-11 FIDELITY SECURITY LIFE INSURANCE 52-11 HENRY, MEISENHEIMER & GENDE, INC. 52-11 INVOICE CLOUD, INC. 52-11 INVOICE CLOUD, INC. 52-11 LANDISHGYR TECHNOLOGY, INC. 52-11 POSTMASTER 52-11 REJIS COMMISSION 52-11 ROTOLITE OF ST LOUIS INC 52-11 STAPLES BUSINESS ADVANTAGE 52-11 TEKLAB, INC 52-11 TEKLAB, INC 52-11 CAPITAL ONE 52-11	2,560.98 44.10 75.00 9.22 10.01 161.09 99.29 17.76 1,331.25 53.68 651.00 499.00 312.50 426.02 35.00 85.03 657.50 864.00 11.98
	**TOTAL SEWER ADMINISTRATION	7,904.41
AL125 AL180 AY200 BL400 CI250 DA040 DE130 DE490 FA150 FI100 HA390 IL825 JJ300 JO200 LA500 MO755 PO470 RM600	SEWER TREATMENT PLANT AL'S AUTOMOTIVE SUPPLY INC. 52-43 ALTORFER INC. 52-43 1ST AYD CORPORATION 52-43 BLUE CROSS BLUE SHIELD OF ILLINOIS2-43 CITY OF WATERLOO 52-43 D AND D DISTRIBUTING SERVICES, IN52-43 DEARBORN LIFE INSURANCE COMPANY 52-43 DELTA DENTAL OF ILLINOIS - RISK 52-43 FABICK TRACTOR 52-43 FABICK TRACTOR 52-43 HARRISONVILLE TELEPHONE 52-43 ILLINOIS MUNICIPAL UTILITIES 52-43 J & J SEPTIC TANK & SEWER CLEANIN52-43 JOHN DEERE FINANCIAL 52-43 LAWSON PRODUCTS, INC. 52-43 MOTOROLA SOLUTIONS, INC. 52-43 POMP'S TIRE SERVICE, INC. 52-43 R & M OIL COMPANY 52-43	305.31 3,295.20 229.15 6,916.83 18,374.93 4.19 15.82 347.43 56.58 42.39 72.85 225.00 760.00 132.59 326.97 11.50 642.32 90.65
	**TOTAL SEWER TREATMENT PLANT	31,849.71
AR077 AY200 B1007 C1250 CL400 EL075 HE320 M0425 N0460 SN200	SEWER SANITATION SYSTEM  MMP BUSINESS ASSOCIATES 52-44  1ST AYD CORPORATION 52-44  BI-COUNTY SMALL ENGINE CENTER 52-44  CITY OF WATERLOO 52-44  CLOVERLEAF TOOL CO. 52-44  ELAN FINANCIAL SERVICES 52-44  HENRY, MEISENHEIMER & GENDE, INC. 52-44  MONROE COUNTY ELECTRIC COOPERATIV52-44C  NORTHERN TOOL & EQUIPMENT CO. 52-44  SNAP-ON 52-44	208.33 633.11 219.06 6,160.20 1,098.93 1,525.00 5,250.00 67.08 129.18 82.85
	**TOTAL SEWER SANITATION SYSTEM	15,373.74

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DATE: 05/31/24 AMOUNT DEPT. VENDOR # NAME \_\_\_\_\_\_\_ 53 ELECTRIC FUND **ELECTRIC ADMINISTRATION** BARNES, HENRY, MEISENHEIMER & GEN53-11N. 524.54 BA150 BLUE CROSS BLUE SHIELD OF ILLINOIS3-11 2,560.99 BL400 CBIZ BENEFITS & INSURANCE SERVICE53-11C. 44.10 CB200 CLINICAL COLLECTION MANAGEMENT 53-11
COAST TO COAST EQUIP & SUPPLIES 53-11
DEARBORN LIFE INSURANCE COMPANY 53-11 75.00 CL340 9.22 CO025 10.01 DE130 DELTA DENTAL OF ILLINOIS - RISK 53-11 161.09 **DE490** 109.56 17.76 ELAN FINANCIAL SERVICES 53-11 EL075 FIDELITY SECURITY LIFE INSURANCE 53-11 FI100 INVOICE CLOUD, INC. 53-11 53.68 IN560 651.00 K & D PRINTING 53-11 KA020 LANDIS+GYR TECHNOLOGY, INC. 53-11 499.00 LA088 53-11 312.50 PO600 POSTMASTER 426.02 **RE440** REJIS COMMISSION 53-11 ROTOLITE OF ST LOUIS INC 53-11 35.00 RO400 85.03 53-11 STAPLES BUSINESS ADVANTAGE ST120 CAPITAL ONE 53-11 11.98wa300 5,586.48 \*\*TOTAL ELECTRIC ADMINISTRATION ELECTRIC PRODUCTION BARNES, HENRY, MEISENHEIMER & GEN53-47N. BLUE CROSS BLUE SHIELD OF ILLINOI53-47 25,627.17 BA150 5,343.18 **BL400** BUTLER SUPPLY COMPANY 53-47 361.50 BU550 53-47 1,185.00 CHEMQUEST, INC. CH460 CITY OF WATERLOO 53-47 5,920.21 CI250 623.36 CLEAN UNIFORM SERVICES 53-47 **CL200** DEARBORN LIFE INSURANCE COMPANY 53-47 15.82 DE130 DELTA DENTAL OF ILLINOIS - RISK 53-47 272.12 DE490 DIXIE SERVICES INCORPORATED 53-47 600.00 DI950 33.07 FIDELITY SECURITY LIFE INSURANCE 53-47 FI100 HARRISONVILLE TELEPHONE 53-47 92.01 HA390 53-47 225.00 ILLINOIS MUNICIPAL UTILITIES IL825 JOHN DEERE FINANCIAL
MOTOROLA SOLUTIONS, INC. 53-47 453.27 J0200 53-47 11.50 MO755 20,629.75 R & M OIL COMPANY 53-47 RM600 SOLAR TURBINES INCORPORATED 7,655.00 53-47 S0050 3,111.28 805.00 STATE MOTOR & CONTROL SOLUTIONS 53-47 ST248 TITAN INDUSTRIAL CHEMICALS, LLC 53-47 TI410 1,008.35 TYNDALE COMPANY, INC. 53-47 TY200 73,972.59 \*\*TOTAL ELECTRIC PRODUCTION **ELECTRIC DISTRIBUTION** 406.73 53-48 AL'S AUTOMOTIVE SUPPLY INC. AL125 12,257.65 38,509.00 BLUE CROSS BLUE SHIELD OF ILLINOI53-48 **BL400** BROWNSTOWN ELECTRIC SUPPLY 53-48 BR240 BUTLER SUPPLY COMPANY 2,431.54 267.09 53-48 BU550 53-48 CCP INDUSTRIES CC001 CITY OF WATERLOO 53-48 1,250.76 CI250 CLINICAL COLLECTION MANAGEMENT 53-48 75.00 CL340 D AND D DISTRIBUTING SERVICES, IN53-48 39.09 DA040 DEARBORN LIFE INSURANCE COMPANY 53-48
DELTA DENTAL OF ILLINOIS - RISK 53-48 41.99 DE130 661.92 DELTA DENTAL OF ILLINOIS - RISK DE490 DIEWALD UTILITY SERVICES 53-48 15,256.00 DI410 101.88 ELECTRICO, INC. 53-48 EL357 53-48 56.58 FABICK TRACTOR FA150 75.07 FIDELITY SECURITY LIFE INSURANCE 53-48 FI100 53-48 42,554.79 FLETCHER-REINHARDT COMPANY FL250 53-48 1,043.24 W.W. GRAINGER, INC. HARRISONVILLE TELEPHONE GR200 53-48 43.51 HA390 ILLINOIS MUNICIPAL UTILITIES 225.00 53-48 IL825 53-48 396.96 JOHN DEERE FINANCIAL J0200

LAWSON PRODUCTS, INC. MCMASTER-CARR SUPPLY CO

MONROE COUNTY ELECTRIC COOPERATIV53-48C

MONROE COUNTY HIGHWAY DEPARTMENT 53-48

LA500

MC600

MO425

MO475

53-48

53-48

326.97

440.19

506.65

23.26

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VENDOR #	NAME	DEPT.	AMOUNT
53 ELECTR	IC FUND		
	ELECTRIC DISTRIBUTION	N	
MO755	MOTOROLA SOLUTIONS, INC.	53~48	11.50
RE330	REXEL UNITED (EASTERN)	53-48	444.40
RE450	RELIABLE SANITATION	53-48	315.00
RM600	R & M OIL COMPANY	53-48	90.65
SN200	SNAP-ON	53-48	82.85
TA055	TALLMAN EQUIPMENT COMPANY INC.	53-48	395.91
TY200	TYNDALE COMPANY, INC.	53-48	330.95
VE300	VERMEER MIDWEST	53-48	855.90
WA850	WATERLOO LUMBER COMPANY	53-48	14.55
	**TOTAL ELECTRIC DISTRIBUT	FION	119,532.58

53 ELECTRIC FUND

GRAND TOTAL 199,091.65

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DEPT. AMOUNT NAME VENDOR # \_\_\_\_\_ \_\_\_\_ 54 GAS FUND GAS ADMINISTRATION BLUE CROSS BLUE SHIELD OF ILLINOI54-11 2,560.99 BL400 CBIZ BENEFITS & INSURANCE SERVICE54-11C. 44.10 CB200 CLINICAL COLLECTION MANAGEMENT 54-11
COAST TO COAST EQUIP & SUPPLIES 54-11 75.00 CL340 9.21 CO025 DEARBORN LIFE INSURANCE COMPANY 54-11 DELTA DENTAL OF ILLINOIS - RISK 54-11 10.00 DE130 161.10 DE490 ELAN FINANCIAL SERVICES 99.28 54-11 **EL075** FIDELITY SECURITY LIFE INSURANCE 54-11 17.77 FI100 INVOICE CLOUD, INC. 54-11 53.68 IN560 54-11 651.00 K & D PRINTING KA020 54-11 LANDIS+GYR TECHNOLOGY, INC. 499.00 LA088 54-11 312.50 POSTMASTER P0600 REJIS COMMISSION 54-11 426.02 **RE440** ROTOLITE OF ST LOUIS INC 54-11 35.00 RO400 STAPLES BUSINESS ADVANTAGE 54-11 85.03 ST120 9,643.60 UTILITY SAFETY & DESIGN 54-11 UT300 54-11 11.98 CAPITAL ONE WA300 \*\*TOTAL GAS ADMINISTRATION 14,695.26 GAS DISTRIBUTION AL'S AUTOMOTIVE SUPPLY INC. 54-48 212.40 AL125 BLUE CROSS BLUE SHIELD OF ILLINO154-48 9,847.03 BL400 BUTLER SUPPLY COMPANY 54-48 1,485.00 **BU550** 54-48 1,401.33 CI250 CITY OF WATERLOO 911.03 CORE & MAIN 54-48 C0600 39.09 32.23 D AND D DISTRIBUTING SERVICES, IN54-48 DA040 DEARBORN LIFE INSURANCE COMPANY 54-48 DELTA DENTAL OF ILLINOIS - RISK 54-48 DE130 511.33 DE490 54-48 785.29 FA150 FABICK TRACTOR FIDELITY SECURITY LIFE INSURANCE 54-48 61.62 FI100 GROEBNER & ASSOCIATES, INC. 343.63 54-48 GR550 54~48 HARRISONVILLE TELEPHONE 171.87 HA390 225.00 ILLINOIS MUNICIPAL UTILITIES 54-48 **IL825** JOHN DEERE FINANCIAL 54-48 00200 K & D PRINTING 54-48 466.00 KA020 54-48 326.97 LAWSON PRODUCTS, INC. LA500 11.50 313.06 MOTOROLA SOLUTIONS, INC. 54-48 MO755 54-48 POMP'S TIRE SERVICE, INC. P0470 R & M OIL COMPANY 90.65 54-48 RM600 54-48 82.85 SN200 SNAP-ON 207.80 54-48 UPS STORE UP805 VERMEER MIDWEST 54-48 671.37 VE300 18,195.01 \*\*TOTAL GAS DISTRIBUTION GRAND TOTAL 32,890.27 54 GAS FUND 4,366,991.87 GRAND TOTAL FOR ALL FUNDS: 4,366,991.87 TOTAL FOR REGULAR CHECKS:

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DATE: 05/31/24 Warrant #638 - Interim Checks

A/P MANUAL CHECK POSTING LIST
POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) STACE LAST CHECK VOLCH

VENDOR #	NAME	DEPT.	AMOUNT	==
	RAL FUND			:=
MO650 WA450	MORRISON-TALBOTT LIBRARY WATERLOO MUNICIPAL BAND	01-00 01-00	10,983.07 637.48	
	**TOTAL		11,620.55	
AT070 SM390 S0800 TE310 WA705	LEGISLATIVE AT&T MOBILITY SM PROPERTIES WATERLOO, LLC SOUTHWEST ILL. COUNCIL OF MAYOR: TEQUILA MEXICAN RESTAURANT WATERLOO CHAMBER OF COMMERCE	01-12 01-12 5 01-12 01-12 01-12	112.96 51,927.46 80.00 210.00 20.00	
	**TOTAL LEGISLATIVE		52,350.42	
AT070 CM400 FP200 IN560 LO250	FINANCE AT&T MOBILITY US POSTAL SERVICE(CMRS-FP) FP FINANCE PROGRAM INVOICE CLOUD, INC. LOCIS	01-13 01-13 01-13 01-13 01-13	141.83 650.00 27.80 268.40 1,799.00	
	**TOTAL FINANCE		2,887.03	
RA120	BUILDING RAMONA CLEANING SERVICE INC.	01-14	1,849.80	
	**TOTAL BUILDING		1,849.80	
AT070 CM400 KR205 WE900 YE200	ZONING/BUILDING INSPE AT&T MOBILITY US POSTAL SERVICE(CMRS-FP) KREBEL, NATHAN WEX BANK YEARIAN, BRAD	CTOR 01-16 01-16 01-16 01-16 01-16	94.56 50.00 20.00 240.10 20.00	
	**TOTAL ZONING/BUILDING IN	SPECTOR	424.66	
CM400 MO480	RECORDS US POSTAL SERVICE(CMRS-FP) MONROE COUNTY RECORDER OF DEEDS	01-18 01-18	50.00 63.00	
	**TOTAL RECORDS		113.00	
AT070 BA003 BE113 BR090 CM400 F1454 HU235		01-21 01-21 01-21 01-21 01-21 01-21	1,452.06 16,758.00 123.17 29.64 200.00 10,978.00	
MI100 MI150 SE250 SM370 SU335 SU660 WE900	MISCELLANEOUS MIDKIFF, DAVID SECRETARY OF STATE SMITH, RICHARD SUNSET FORD-WATERLOO SUTTON FORD, INC.	01-21 01-21 01-21 01-21 01-21 01-21 01-21 01-21	949.76 949.76 35.60 173.00 32.62 47,881.03 41,323.00 4,163.54	\$949.76 Monroe County Patriots 2024 Badges & Bags Tournament
	**TOTAL POLICE		125,049.18	
AT070 CM400		01-23	84.38	
Sint TO U	US POSTAL SERVICE(CMRS-FP)	01-23	50.00	

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01 GENERAL FUND

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

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A/P MANUAL CHECK POSTING LIST

A/P	MANUAL	CHECK	502 LTMG	FT21	

VENDOR #	NAME	DEPT.	AMOUNT	1 13 15 0c
AT070 CI075 HA555 MI100 MO525 ST150 ZZ110	SOCIAL SERVICES AT&T MOBILITY CIVICPLUS, LLC HATLEY, WILLIAM & TERESA MISCELLANEOUS MONROE COUNTY GENERAL FUND STATE BANK OF WATERLOO CUSTOMER REFUND  **TOTAL SOCIAL SERVICES	01-34 01-34 01-34 01-34 01-34 01-34	47.28 4,188.00 1,200.00 25,000.00 250.00 1,600.00 20.00	\$15,000.00 Oberheim LLC Façade Grant-Salt and Honey Bistr \$5,000.00 Monroe County Historical Society Non Profit Grant Program \$5,000.00 Waterloo Sports Association \$25,000.00 Non Profit Grant Program
AT070 IL190 WE900	STREETS & ALLEYS AT&T MOBILITY ILLINOIS DEPT OF AGRICULTURE WEX BANK  **TOTAL STREETS & ALLEYS	01-41 01-41 01-41	127.87 120.00 2,109.90 2,357.77	

GRAND TOTAL 229,092.07

SYS DATE:05/30/24

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

DATE: 05/31/24

15 MOTOR FUEL TAX

SYS TIME: 14:33 [NCS] PAGE 11

GRAND TOTAL 18,993.41

A/P MANUA	L CHECK POSTING LIST

POSTINGS FR	A/P MANUAL CHECK ROM ALL CHECK REGISTRATION RUNS(NR)	SINCE LAST	CHECK VOUCHER RUN(NCR)
VENDOR #	NAME	DEPT,	AMOUNT
15 MOTOR CI360 CO250 RO275	FUEL TAX  CITY OF WATERLOO - GENERAL FUND COLUMBIA QUARRY ROGERS REDI MIX	15-00 15-00 15-00	14,104.00 4,235.78 653.63
	**TOTAL		18,993.41

SYS DATE: 05/30/24

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

SYS TIME: 14:33 [NCS] PAGE 12

DATE: 05/31/24

A/P MANUAL CHECK POSTING LIST

POSTINGS FROM ALL CHECK REGISTRATION RUNS(NR) SINCE LAST CHECK VOUCHER RUN(NCR) AMOUNT VENDOR # DEPT. 

36 UTILITY DEPOSIT FUND

ZZ100 CITY OF WATERLOO 36-00

7,450.00

\*\*TOTAL

7,450.00

36 UTILITY DEPOSIT FUND

GRAND TOTAL

7,450.00

SYS DATE:05/30/24

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

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DATE:	05/31/24
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	A/P MANUAL CH ALL CHECK REGISTRATION RUNS		
VENDOR #	NAME	DEPT.	AMOUNT
38 CAPITAL	IMPROVEMENTS FUND		
ZZ110	CUSTOMER REFUND	38-00	33.23
	**TOTAL		33.23

38 CAPITAL IMPROVEMENTS FUND

GRAND TOTAL

33.23

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

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DATE: 05/31/24

POSTINGS FR	A/P MANUAL CHECK OM ALL CHECK REGISTRATION RUNS(NR	POSTING LIST SINCE LAST CHE	CK VOUCHER RUN(NCR
VENDOR #	NAME	DEPT.	AMOUNT
51 WATER	FUND		
	WATER ADMINISTRATION US POSTAL SERVICE(CMRS-FP)	∤ 51-11	750.00
CM400 FP200	FP FINANCE PROGRAM	51-11	27.80
LO250	LOCIS	51-11	1,799.00
P0600	POSTMASTER	51-11	5,080.00
TR376	TREASURER STATE OF ILLINOIS	51-11	10.00
zz110	CUSTOMER REFUND	51-11	664.84
	**TOTAL WATER ADMINISTRAT	TON	8,331.64
	WATER DISTRIBUTION		
ат070	AT&T MOBILITY	51-48	121.91
IL250	ILLINOIS AMERICAN WATER COMPANY		125,874.54
wE900	WEX BANK	51-48	380.33
	**TOTAL WATER DISTRIBUTIO	N	126,376.78
	51 WATER FUND	GRAND TOTAL	134,708.42

52 SEWER FUND

DATE: 05/31/24

CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

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A /D MANUAL CHECK DOCTING LITER	

VENDOR #	NAME	DEPT.	AMOUNT
	***************************************		
52 SEWER	R FUND		
	SEWER ADMINISTRA	TION	
CM400	US POSTAL SERVICE(CMRS-FP)	52-11	750.00
FP200 L0250	FP FINANCE PROGRAM	52-11	27.80
P0600	LOCIS	52-11	1,799.00
ZZ110	POSTMASTER CUSTOMER REFUND	52-11	5,080.00
22110	COSTOMER REFUND	52-11	369.89
	**TOTAL SEWER ADMINIST	TRATION	8,026.69
			-,
AT070	SEWER TREATMENT F AT&T MOBILITY		121 02
MIO/O	AIGI MODILITY	52-43	121.92
	**TOTAL SEWER TREATMEN	T PLANT	121.92
			22.2.5
	SEWER SANITATION		
WE900	WEX BANK	52-44	672.73
	**TOTAL SEWER SANITATI	ON SYSTEM	672,73
		· · · · - · - · · · ·	Q. L., J

GRAND TOTAL

8,821.34

SYS TIME:14:33 [NCS] PAGE 16 CITY OF WATERLOO C L A I M S H E E T Friday May 31,2024

DATE: 05/31/24

POSTINGS FR	A/P MANUAL CHEC OM ALL CHECK REGISTRATION RUNS(N	K POSTING LIST R) SINCE LAST	T CHECK VOUCHER RUN(NCR
vendor #	NAME	DEPT.	AMOUNT
53 ELECT	RIC FUND		
zz110	CUSTOMER REFUND	53-00	40.00
	**TOTAL		40.00
CM400 FP200 LO250 PO600	ELECTRIC ADMINISTR US POSTAL SERVICE(CMRS-FP) FP FINANCE PROGRAM LOCIS POSTMASTER	ATION 53-11 53-11 53-11 53-11	750.00 27.80 1,799.00 5,080.00
	**TOTAL ELECTRIC ADMINI	STRATION	7,656.80
AT070	ELECTRIC PRODUCTION	1 53-47	84.38
	**TOTAL ELECTRIC PRODUCT	TION	84.38
AT070 IL590 WE900	ELECTRIC DISTRIBUTE AT&T MOBILITY ILLINOIS MUNICIPAL ELECTRIC AC WEX BANK	53-48	309.07 475,129.93 2,845.90

\*\*TOTAL ELECTRIC DISTRIBUTION

53 ELECTRIC FUND

478,284.90

GRAND TOTAL 486,066.08

SYS DATE:05/30/24 CITY OF WATERLOO
C L A I M S H E E T
DATE: 05/31/24 Friday May 31,2024

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A/P MANUAL CI	HECK PO	DSTING L	.IST
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POSITINGS FROM	ALL CHECK REGISTRATION	RUNS(NR) SINCE LAST	CHECK VOUCHER RUN(NCR)

POSTINGS (	A/P MANUA FROM ALL CHECK REGISTRATION	L CHECK POSTING LIST RUNS(NR) SINCE LAST CH	ECK VOUCHER RUN(NCR)
VENDOR #	NAME	DEPT.	AMOUNT
54 GAS	FUND		
CM400 FP200 L0250 P0600	GAS ADMINISTI US POSTAL SERVICE(CMRS-I FP FINANCE PROGRAM LOCIS POSTMASTER		750.00 27.80 1,799.00 5,080.00
	**TOTAL GAS ADMIN	ISTRATION	7,656.80
AT070 UT250 WE900	GAS DISTRIBUT AT&T MOBILITY UTILITY GAS MANAGEMENT WEX BANK	TION 54-48 54-48 54-48	272.83 32,082.33 2,976.25
	**TOTAL GAS DISTRI	BUTION	35,331.41
	54 GAS FUND	GRAND TOTAL	42,988.21
	GRAND TOTAL FOR ALL FUND	SMANUAL CHECKS:	928.152.76

GRAND TOTAL FOR ALL FUNDS--REGULAR AND MANUAL 5,295,144.63

### GROSS PAYROLL May-24

FINANCE	REGULAR		OVERTIME	_	TOTAL	_
BARRETT	\$2.464.E0					
BIRK	\$3,461.50 \$13.750.00		\$0.00		\$3,461.5	0
CRAIG	\$12,758.80		\$0.00		\$12,758.80	0
DEUTCH	\$6,153.84		\$0.00		\$6,153.84	1
	\$6,175.76		\$0.00		\$6,175.76	3
FELDMEIER	\$4,937.60		\$0.00		\$4,937.60	)
GUNN	\$4,088.02		\$0.00		\$4,088.02	
HOFFMANN	\$5,073.60		\$0.00		\$5,073.60	
KENNEDY	\$10,283.60		\$0.00		\$10,283.60	
KLOPMEYER	\$4,937.60		\$0.00		\$4,937,60	
KREBEL.	\$7,036.18		\$0.00		\$7,036.18	
KUJAWA	\$5,073.60		\$0.00		\$5,073.60	
PACE	\$5,073.60		\$0.00		\$5,073.60	
SCHWARZE	\$4,937.60		\$0.00		\$4,937.60	
YEARIAN	\$5,218.72		\$0.00			
BUELTEMANN	\$0.00		\$0.00		\$5,218.72	
	*****		Ψ0.00		\$0.00	
		\$85,210.02		\$0.00		005.040.00
		400,2.0.02		\$0.00		\$85,210.02
ELECTRIC						
	=					
GUEBERT	#E 067 04					
HOFFMANN	\$5,957.21		\$55.76		\$6,012.97	
LAWRENCE	\$7,486.64		\$67.56		\$7,554.20	
	\$7,444.10		\$327.98		\$7,772.08	
MERTZ	\$5,957.20		\$55.76		\$6,012.96	
PHILLIPS	\$7,706.48		\$327.98		\$8,034.46	
RONGEY, ALEX	\$4,557.21		\$213.15		\$4,770.36	
SCHMITZ	\$8,360.00		\$142.50		\$8,502.50	
WERNER	\$7,956.72		\$213,75		\$8,170.47	
DILL	\$3,065.60		\$14.37		\$3,079.97	
LUECKING	\$7,516.80		\$29.36		\$7,546.16	
RONGEY	\$7,205.76		\$28.15		\$7,233.91	
MOSELEY	\$0.00		\$0.00		\$0.00	
REINHOLZ	\$0.00		\$0.00		\$0.00	
					40.00	
		\$73,213.72		\$1,476.32		\$74,690,04
GAS:				41,112.02		Ψ1·4,030,04
BISHOP	\$5,356.80		20.00			
GLESSNER	\$6,264.00		\$0.00		\$5,356.80	
GOFF			\$0,00		\$6,264.00	
HENRY, T	\$7,235.36		\$215.83		\$7,451.19	
	\$3,312.00		\$0.00		\$3,312.00	
MOORE, C	\$6,812.10		\$117.45		\$6,929.55	
RAMSEY	\$6,496.20		\$0.00		\$6,496.20	
	\$0.00		\$0.00		\$0.00	
	\$0.00		\$0.00		\$0.00	
		\$35,476.46		\$333,28		\$35,809.74
DOLLOS						
POLICE:						
DENDA						
BENDA	\$6,503.28		\$348.39		\$6,851.67	
BRAUN	\$6,695.28		\$580.65		\$7,275.93	
BRAYE	\$6,875.28		\$232.26		\$7,107.54	
DAHLEM	\$6,503.28		\$232.26		\$6,735.54	
DAWS	\$8,151.71		\$0.00		\$8,151,71	
HADDICK	\$7,707.28		\$813.35		\$8,520.63	
HARRIS	\$5,639.20		\$0.00		\$5,639,20	
HARRTIN	\$6,232.80		\$0.00		\$6,232,80	
INGRAM	\$6,623.28		\$870.98		\$7,494.26	
LUKE	\$9,130.29		\$0.00		\$9,130.29	
MIDKIFF	\$7,907.28		\$531.80		\$8,439.08	
MORAVEC	\$6,503.28	\$	2,729.06		· · · · · · · · · · · · · · · · · · ·	
NORD	\$445.20	•	\$0.00		\$9,232.34	
PRUETT	\$6,503.28	œ	1,045.17		\$445.20 \$7.549.45	
SALAMA	\$6,517.28	v			\$7,548.45	
SCHRECKENBERG, KEVIN	\$6,503.28		\$232.26		\$6,749.54	
SIEBENBERGER			\$232.26		\$6,735.54	
SMITH, RICHARD	\$7,571.28		\$0.00		\$7,571.28	
	\$6,232.80		\$667.80		\$6,900.60	
VOELKER	\$4,937.60		\$0.00		\$4,937.60	
WIEGAND	\$7,007.28		\$531.80		\$7,539.08	
BIVINS	\$0.00		\$0.00		\$0.00	
BUGIE	\$45.00		\$0.00		\$45.00	
FLOARKE	\$727.50		\$0.00		\$727.50	
GREEN	\$585.00		\$0.00		\$585.00	•

HUDDLESTON, B HUDDLESTON, M JOHNS JULLEIS MEISTER, S	\$600.00 \$600.00 \$660.00 \$15.00 \$0.00		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00		\$600.00 \$600.00 \$660.00 \$15.00 \$0.00	
		\$133,422.7	4	\$9,048.04		\$142,470.78
SEWER:						
DAVIS DEGENER STRAUB, J	\$5,735.84 \$7,125.30 \$7,826.88	\$20,688.02	\$342.20 \$626.40 \$220.92	\$1,189.52	\$6,078.04 \$7,751.70 \$8,047.80	\$21,877.54
		\$20,000.02	2	\$1,103.32		<b>4</b> 2.7, <b>3</b> 77. <b>3</b> 4
STREET:						
DOERR DUGAN HERMANN MAURER WASHAUSEN WHELAN VAN VEGHEL WETZLER	\$6,239.52 \$6,239.52 \$6,016.68 \$6,851.25 \$6,271.68 \$6,250.62 \$2,584.00 \$748.00 \$0.00		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00		\$6,239.52 \$6,239.52 6016.68 \$6,851.25 \$6,271.68 \$6,250.62 \$2,584.00 \$748.00 \$0.00	
	\$0.00	\$41,201.27		\$0.00	\$0.00	\$41,201.27
WATER:						· · · · ·
	\$7,057.60		\$0.00		\$7,057.60	
MILLER SCHLEMMER	\$6,416.00		\$0.00		\$6,416.00	
		\$7,057.60		\$0.00		\$7,057.60
ELECTED OFFICIALS BUETTNER, K BUETTNER, M CHARRON, C	\$1,676.63 \$1,676.63 \$1,641.63		E.S.D.A. HOFFMANN SCOTT Total:		\$150.00 \$330.00	\$480.00
CHILDERS DARTER HOPKINS MOST PAPENBERG ROW TRANTHAM VOGT	\$1,564.54 \$2,659.20 \$1,676.63 \$1,676.63 \$782.75 \$1,641.63 \$1,691.63 \$1,641.63		PLANNING CO RAU GAITSCH HICKS LUTZ PITTMANN VOELKER	DMMISSION		
Total:		\$18,329.53	YOUNGS Total:			\$0.00
ZONING BOARD BOOTHMAN GIBBS HARTMAN LOERCH POETTKER POWELL SPIELMAN CHILDERS-SECRETARY Total:		\$0.00				
May 10, 2024 May 24, 2024 May 29, 2024		\$206,164.34 \$225,534.26 \$1,843.92 \$0.00				

Grand Total: \$433,542.52 \$0.00 \$433,542.52

	Cash in Bank - Payroll Register	Cash in Bank - Deduction Register	Total
01-General	\$235,742.94	\$21,411.04	\$257,153.98
51-Water	\$17,451.85	\$2,156.07	\$19,607.92
2-Sewer	\$34,963.06	\$4,279.66	\$39,242.72
3-Electric	\$88,421.08	\$10,882.50	\$99,303.58
4-Gas	\$56,963.59	\$6,988.00	\$63.951.59
	\$433,542.52	\$45,717.27	\$479,259.79

DATE: 05/31/24

CITY OF WATERLOO INVOICE HISTORY REPORT Friday May 31,2024 SYS TIME:15:34 [NHR4] PAGE 1

G/L G/L NUMBER DESC.

	DATE	CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
01-12-5310	Pro	fessional	Services			
	05/31/24	56931	VERVOCITY INTERACTIVE	29873252	WEBSITE FEE	159.00
					** TOTAL **	\$159.00
01-13-5310	Prof	fessional	Services			
	05/31/24 05/31/24 05/31/24	56835	APEXNETWORK PHYSICAL THERAPY CLINICAL COLLECTION MANAGEMENT LOCIS	2354 204569 05-24-19692-4	SARAH CRAIG DRUG/ALCHOL TEST ANNUAL MEMBERSHIP	165.00 90.00 1,799.00
					** TOTAL **	\$2,054.00
01-14-5310	Prof	essional	Services			
	05/31/24	56911	AARON OAKLEY SHIVE	05-2024	CITYHALL MOWING	845.00
					** TOTAL **	\$845.00
01-15-5330	Lega	Ī				
	05/31/24	56914	ST CLAIR, GILBRETH & STEPPIG LLC	9338	APR ATTORNEY FEES	7,566.50
					** TOTAL **	\$7,566.50
)1-16-5310	Prof	essional	Services			
	05/31/24	5689 <del>9</del>	JOHN L WIRTH III	05-2024	250 HAMACHER-MOW	155.00
					** TOTAL **	\$155.00
1-18-5310	Profe	essional:	Services			
	05/31/24 5 05/31/24 5	56813 56813	AMERICAN LEGAL PUBLISHING CORPORATION AMERICAN LEGAL PUBLISHING CORPORATION	N 33750 N 33752	APR S-11 EDITING APR S-11 EDITING	968.00 85.80
					** TOTAL **	\$1,053.80
1-11-5310	Profe	essional	Gervices			
	05/31/24 1 05/31/24 5		LOCIS MID-SOUTH TANK CONSULTANTS	05-24-19692 242804	ANNUAL MEMBERSHIP INSPECTION REPORT	1,799.00 4,750.00
					** TOTAL **	\$6,549.00
1-48-5310	Profe	ssional S	ervices			
(	05/31/24 5	6808	ALBERS WATER SERVICES, LLC	5_2024	MAY SERVICES	1,700.00
					** TOTAL **	\$1,700.00
2-11-5310	Profe	ssional S	ervices			

DATE: 05/31/24

CITY OF WATERLOO INVOICE HISTORY REPORT Friday May 31,2024

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G/L NUMBER	DATE	G/L DESC. CHECK #	VENDOR NAME	INVOICE #	REFERENCE	TRANS AMT
	05/31/24 05/31/24 05/31/24 05/31/24 05/31/24 05/31/24	56865 19692 56920	CLINICAL COLLECTION MANAGEMENT HENRY, MEISENHEIMER & GENDE, INC. LOCIS TEKLAB, INC TESTING ANALYSIS CONTROL	204569 wLo000-123 05-24-19692-1 307028 12544	DRUG/ALCHOL TEST WTR/WASTEWTR SVCS ANNUAL MEMBERSHIP TESTING APR SERVICES	75.00 1,331.25 1,799.00 657.50 864.00
					** TOTAL **	\$4,726.75
53-11-5310	Pro	fessional	Services			
	05/31/24 05/31/24 05/31/24	56835	BARNES, HENRY, MEISENHEIMER & GENDE, IN. CLINICAL COLLECTION MANAGEMENT LOCIS	E03368-118 204569 05-24-19692-2	EPA/ANNUAL REPORT DRUG/ALCHOL TEST ANNUAL MEMBERSHIP	524.54 75.00 1,799.00
					** TOTAL **	\$2,398.54
53-48-5310	Pro	fessional	Services			
	05/31/24 05/31/24		CLINICAL COLLECTION MANAGEMENT ELECTRICO, INC.	204569 845-1220	DRUG/ALCHOL TEST TRAF SIG-WALMART	75.00 101.88
					** TOTAL **	\$176.88
54-11-5310	Pro	fessional:	Services			
	05/31/24 05/31/24 05/31/24 05/31/24 05/31/24	19692 56928 56928	CLINICAL COLLECTION MANAGEMENT LOCIS UTILITY SAFETY & DESIGN UTILITY SAFETY & DESIGN UTILITY SAFETY & DESIGN	204569 05-24-19692-3 IN20241693 IN20241879 IN20242224	DRUG/ALCHOL TEST ANNUAL MEMBERSHIP SPRING MAILING RETAINER ANNUAL GIS/REC RE	75.00 1,799.00 4,169.90 225.00 5,248.70
					** TOTAL **	\$11,517.60
				** GF	RAND TOTAL **	\$38,902.07

Agenda	Item	No.	12B	

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:
	June 3, 2024 (Date)
2	
2.	Description of matter to be placed on agenda:
	Consideration and Action on Agreement with The SpyGlass Group LLC for Audit of telecommunications service accounts.
	Addit of telecommunications service accounts.
3.	Dallafan adam da 1
J.	Relief or action to be requested:
	Approval
4.	Submittal date: 5/24/24
	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
	tarley T. Langer
	Mayor

### SpyGlass Snapshot Audit Agreement

This agreement,	, effective as of the later of the dates of signature below ("Effective Date"), is bet	tween <u>City</u>	of	Waterloo
	("Company"), and The SpyGlass Group, LLC, an Ohio	o limited liabilit	/ compa	any ("Auditor")

1. **Primary Audit Services.** Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice. Data, Internet, Cloud Services, SaaS Licensing, and Mobility) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to company company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

- 2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:
  - 50% of any "Cost Recovery", as defined below
  - 12 times any "Service Elimination Savings", as defined below
  - 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

- 3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 30 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. However, fees for Service Elimination Savings and Cost Reduction Savings are due in two (2) installments, the first of which is due within thirty (30) days after verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed, and the second of which is due within thirty (30) days after May 1<sup>st</sup>, 2025. The amount of the first installment will be equal to the amount of Service Elimination Savings or Cost Reduction Savings, as applicable, that Company will realize after implementation through April 30<sup>th</sup>, 2025. The amount of the second installment will be equal to the remainder of fees owed to Auditor as calculated under this Agreement. In no event, will both installments together be greater than 12 times the Service Elimination Savings and Cost Reduction Savings as provided for in Section 2 hereof.
- 4. Confidential Information. Auditor shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Company, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Company which information has been received or become known to Auditor in the course of its consulting services hereunder and which has not otherwise become public knowledge; provided, however, that nothing in this Agreement shall preclude Auditor from disclosing information (a) to parties retained to perform services for Company, or (b) as may be required by law. Company shall keep confidential and shall not divulge to any other person or entity who is not a director, officer or employee of Auditor, during the term of this Agreement or thereafter, any of the business secrets or other confidential information regarding Auditor which has not otherwise become public knowledge, including, without limitation, Auditor's consulting services pricing structure, method of performing such consulting services and any of the details of this Agreement; provided, however, that nothing in this Agreement shall preclude Company from disclosing information as may be required by law.
- 5. Miscellaneous. This agreement is governed by the laws of the State of Illinois, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. In the event of any litigation, proceeding or legal action arising out of or relating to this agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees, court costs, and other expenses incurred in connection with such dispute or legal action, in addition to any other relief granted. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY	AUDITOR
City of Waterloo	The SpyGlass Group, LLC
Signature:	Signature:
Print Name: Stanley T Darter, Mayor	Print Name: Edward M. DeAngelo
Date: 6/3/2024	Date:

Agenda Item	No.	12C	

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

	held on:
June 03, 2024 (Date)	
Description of matter to be placed on agenda:	
Consideration and Action on Solicitation Request from the Wa	terloo VFW for t
Annual Buddy Poppy Days to be held on September 6 & 7, 202	24 at the Intersect
of Main / Mill and Rogers / Hamacher	
Relief or action to be requested:	
Approval.	
Submittal date: May 31, 2024	
Submitted by:	••••
Stephanie Kirksey, Waterloo VFW	<u></u>
	<del></del>
DICDOCITION	<b></b>
DISPOSITION	_
	ed.
Matter to be placed on agenda for meeting date request	
Matter to be placed on agenda for meeting date request	
Matter to be placed on agenda for meeting date request  Matter to be placed on agenda for meeting to be held or	
Matter to be placed on agenda for meeting date request  Matter to be placed on agenda for meeting to be held or	

29 May 2024

To Whom it May Concern:

The purpose of this letter is to ask for your support of the Veterans of Foreign Wars.

On behalf of the Metzger-Crook VFW #6504, I am requesting to use the street corner of Mill and Main Friday September 6<sup>th</sup> from 4pm til 7pm and Saturday September 7<sup>th</sup> from 8am til 12noon. Also the street corner of Rogers and Hamacher on Saturday September 7<sup>th</sup> from 8am til 12noon. For the purpose of the Buddy Poppy Distribution.

For over 100 years, the VFWs Buddy Poppy program has raised millions of dollars in support of veterans' welfare and the well-being of their dependents. The VFW conducted its first poppy distribution before Memorial Day in 1922, becoming the first veterans' organization to organize a nationwide distribution. The poppy soon was adopted as the official memorial flower of the Veterans of Foreign Wars of the United States.

The money that is donated/collected is used thru our community for veteran's needs.

Thank you for your time in reading our request.

Very Respectfully,

Stephanie Kirksey

VFW District 14 Buddy Poppy Chair

VFW Department of Illinois Buddy Poppy Chair

Agenda Item No.	12D
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AGENDA REQUEST (Submit by 12:00 p.m. on Wednesday before the meeting date requested.)

Req	uest is made for placement on the agenda for meeting to be held on:
	June 03, 2024
Des	cription of matter to be placed on agenda:
	sideration and Action on Approval of the Quail Ridge, Phase V, Improveme
Plan	is and IEPA Permits.
	ef or action to be requested:
App	roval.
Subr	mittal date: May 31, 2024
~ .	
	mitted by:
Nath	an Krebel, Subdivision & Zoning Administrator
	DISPOSITION
	Matter to be placed on agenda for meeting date requested.
	Matter to be placed on example for mosting to be 1-11
	Matter to be placed on agenda for meeting to be held on
	Matter referred to
	Truly /a Anton
	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:

5-31-2024

Re:

Quail Ridge Phase 5 Improvement Plans

The owner/developer Walnut Investment Holdings (c/o Josh Mazander) has submitted Quail Ridge Phase 5 improvement plans for approval. This is a 32-lot extension of Quail Ridge Phase 4 (Forbes Drive) which will also connect to Quail Ridge Phase 3 (Seneca Drive).

The proposed plans call for concrete streets. The geotechnical report calls for 12" of lime modified soil base course which is typical for subdivisions in this area. All storm sewer piping material is reinforced concrete pipe (RCP) which is new in this subdivision but has been enforced in all subdivisions since 2020.

The improvement plans have been reviewed and approved by HMG (2-22-2024 revision date). Public Works approved the plans at the May 21<sup>st</sup> plat review meeting (5-21-2024 revision date) after we requested errors to be changed. The errors included water main size misprint, plastic to concrete storm sewer material, sanitary sewer main and streets needed to be ran all the way to the property line. The improvement fee of \$10,241.26 (1.5% of the cost of the improvements) will be paid at the 6-03-24 city council meeting.

I recommend the approval of Quail Ridge Phase 5 Improvement Plans.

Respectfully,

Nathan Krebel

Zoning/Subdivision Administrator



OVERALL DEVELOPMENT PLAN

### IMPROVEMENT PLANS QUAIL RIDGE PHASE A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 17, AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF PROJECT LOCATION SECTION 20, OF TOWNSHIP 2 SOUTH, RANGE 9 WEST OF THE 3rd PRINCIPAL MERIDIAN, CITY OF WATERLOO, MONROE COUNTY, ILLINOIS

INDEX OF SHEETS

C1.0 - COVER SHEET & GENERAL HOTES

CLI - LAYOUT & URUTY PLAN & LEGEND

C1.2 - STREET PROFILES & INTERSECTION DETAILS

CL3 - STORM SEWER PROFILES

CI.4 - SANTARY SEWER PROFILES

C2.) - GRADING PLAN, OVERALL DEVELOPMENT

C2.2 - GRADING PLAN & EROSION CONTROL PLAN, PHASE IV

C3.) - STREET & SIDEWALK HOTES & DETAILS

C3.2 - STORM SEWER NOTES & DETAILS

C3.3 - SANITARY SEWER NOTES & DETAILS

C3.4 - WATER MAIN NOTES & DETAILS

C3.5 - GRADING & EROSION CONTROL NOTES & DETAILS

FP1-FP2 - PLAT

SUBDIVISION INFORMATION (ALL PHASES) SUBDIMISION INFORMATION (PHASE V)

MONROE COUNTY PARCEL NUMBER: 08-17-300-002-000 R-3, CITY OF WATERLOO EX. MONROE COUNTY PARCEL NUMBER: EXISTING ZONING: 08-17-300-902-000 EXISTING ZONING: MINIMALIA LOT PROPITACE/DEPTH: R-3 CITY OF WATERLOO 90"/100" CROSS AREA PARCEL £46.97 ACRES RIGHT OF WAY AREA: LOT AREA: OUTLOT AREA: PROPOSED NUMBER OF LOTS: MINIMUM LÓT AREA: GROSS AREA PARCEL: 10,500 SOF 12.21 ACRES 19.34 ACRES 135.42 ACRES ±57.49 ACRES ±45.59 ACRES ±6.38 ACRES ±39.21 ACRES SLIEDINISION AREA: SUBDIVISION AREA: HIGHT OF WAY AREA: LOT AREA: PROPOSED HUMBER OF LOTS. 32 LOTS + 1 OUTLO

108 LOTS ±5.743 FEET

OWNER / DEVELOPER:

ENGINEER / SURVEYOR:

WALNUT INVESTMENT HOLDINGS LLC c/o JOSH MAZANDER PO BOX 122, MASCOUTAN, IL 62258 NETEMEYER ENGINEERING ASSOCIATES, INC. 101 SOUTH PAGE STREET AVISTON, ILLINOIS 62216 PH: 618-228-7816

LIST OF UTILITIES

SANFTARY SEWER:

WATER: CITY OF WATERLOO ELECTRIC: CITY OF WATERLOO

CITY OF WATERLOO 618-939-8661 TELÉPHONE HARRISONVILLE TELEPHONE COMPANY 618-939-6112

J.U.L.I.E. - 1-800-892-0123

1. Carding the removal and disposal should be this responsibility of the contendor and should be incidented for the incident to the cost of secondard. Contractor shall resource only on much limber that is withing project distributions limited and obtain owner approved prior to removal. His

2. The removed of unbutchis and unstable material is of aut and fill areas and their replacement will solicitatory material, where required, what he incidental to the cost of exposable

9. Any flow introduced which depended on carboning elementaria to drain what he imploited in or moreoner which governatives him over besideablished with its open provided to the street in the summers of the foundation. Here

Burthy the course of construction, the contractor shall notify the OTY at least 48 hours in advance of the need for the following from

reas shall be performed in occardance with the "Sharm Bater Pollution Prevention Plan" and the current edition of the 6. MRCS Illinois Lithum Manual

Ty meeting shed be created per or should appoint of it trais of 150 powerful per created, show match shed the appoint of a rate of 4000 powerful per creat. Areas to remain disturbed for team too. 30 days what be matched only. Areas to remain

22. Helentryar Copinenting and Polinick P. Netertryar control unty libed. Univ work (including designs, limitings, recommendations, equilibrations and professional cycles) as represented on these plans, was performed pursuant to the minimum queenally occupied also-designs of empirically procision as specified in applicable growning codes. We do not complet limiting the design of empirical procision as specified in applicable growning codes. We do not complet limiting the design of empirical process.

618-345-9150

CITY OF WATERLOO

618-939-8661

EXISTING 8" GRAVITY MAINS TO EXQUAIL RIDGE LIFT STATION 618-939-8661 618-939-8661 GAS:

CABLE: CHARTER COMMUNICATIONS

A SHROMBON OF FART OF THE EAST HALF OF THE SOUTHERS OLVERING OF SECTION 17, MAD THE WORNING OF THE MONEY OF SECTION OF STATES OF THE SECTION OF THE STATES O QUAIL RIDGE PHASE V

MALNUT INVESTMENT HOLDINGS c/o Josh Mazander Po Box 122, Mascoutah, IL

NETEMEYER ENGINEERING AGGCIATES, INC. 181 Sould Payes. pr. 64.228-788 Adden, L. 82216 ax 61.228-790

REVISIONS DATE 01-03-24 02-22-24 5 05-10-24

6 05-21-24 INTENDED USE PLANNING & PERMITTING, NOT FOR CONSTRUCTION IRPE 052-01/441 EXP. 04TE 11/30/2075

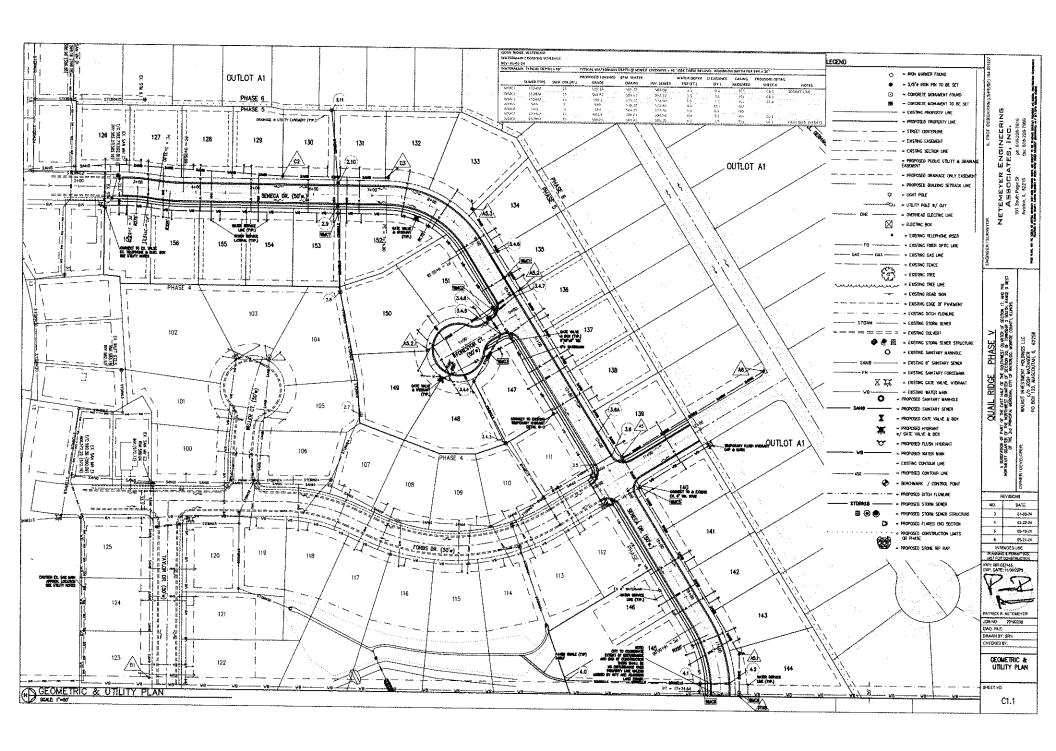


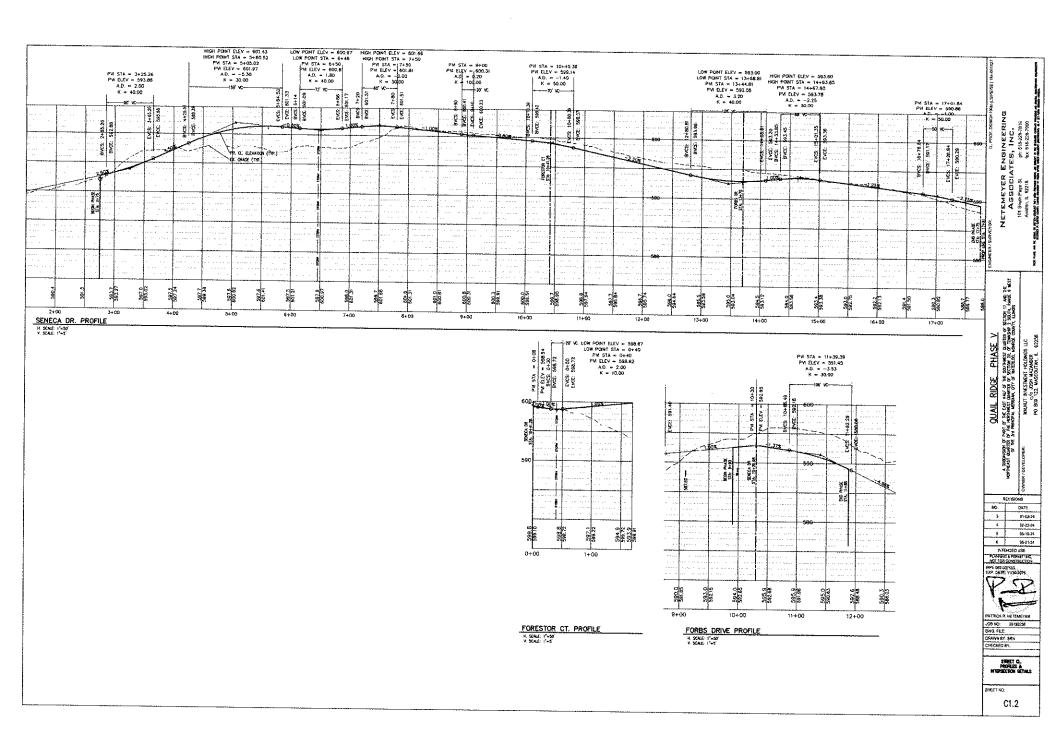
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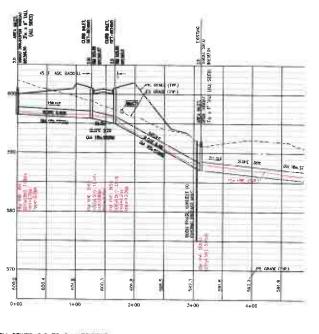
DRAWN BY: SRN CHECKED BY

COVER & GENERAL NOTES

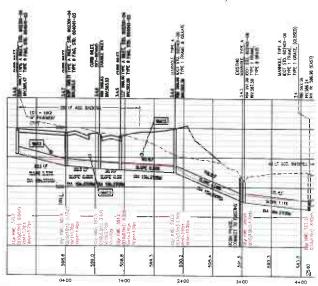
SHEET NO. C1,0



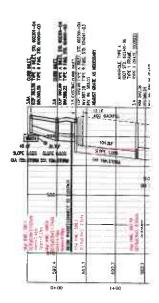




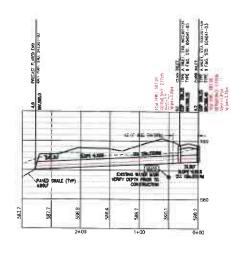
STORM SEWER 2.8 TO 2.11 PROFILE
H. SOME: (\*-SO\*
V. SOME: (\*-S\*)



STORM SEWER 3.4.3TO 3.4.8 PROFILE
N. SOME (1-80)
SOME (1-8)



STORM SEWER 3.5 TO 3.6A PROFILE IN SOME 17-50



STORM SEWER 4.1 TO 4.3 PROFILE
H. SOME: 17-50'
Y. SOME: 17-51'

NOTE: ALL STORM SEWER SHALL BE REMFORCED CORRETE FIPE PER CITY REQUIREMENTS. SEE SHEET C3.1 FOR STORM SEWER OFFILES AND MATERIAL HOIES

QUAIL RIDGE PHASE Y

\*\* ABBRIDGE PHASE Y

\*\* ABBRIDGE PHASE P

\*\* ABBRIDGE PHASE P

\*\* ABBRIDGE PHASE PHASE P

\*\* ABBRIDGE PHASE PHASE PHASE P

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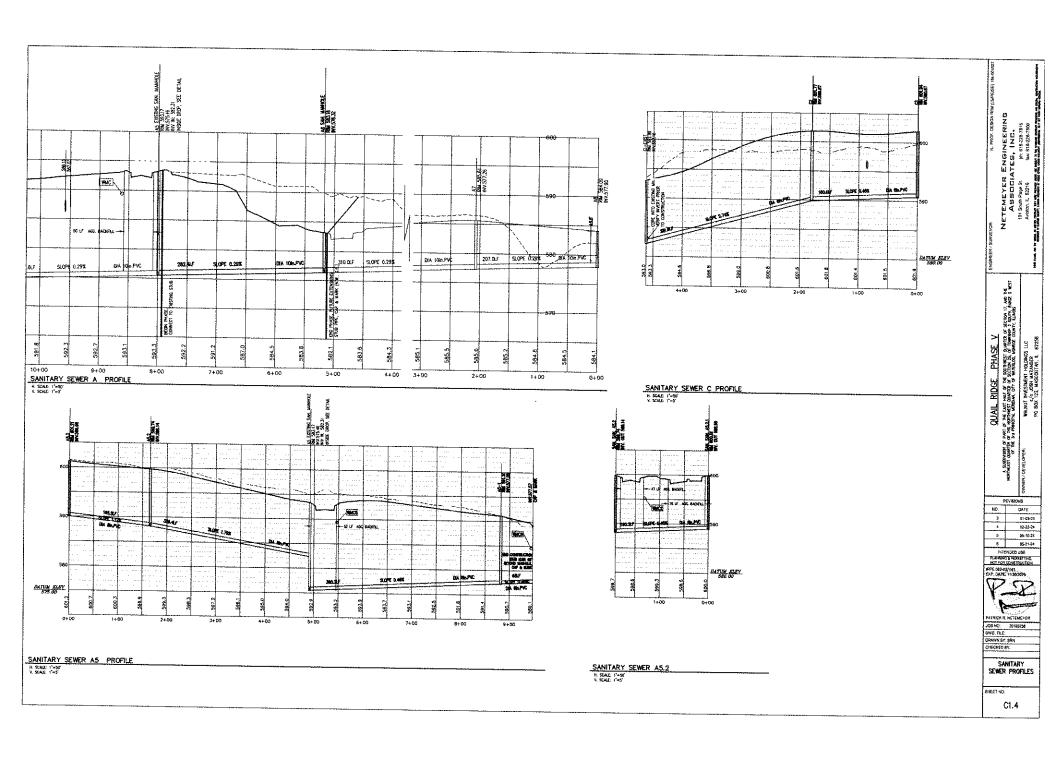
\*\* ABBRIDGE P REVISIONS NO. DATE 01-03-24 02-22-24 05-10-24 6 05-21-24 INTENDED USE PLANNING & PERMITTING NOT FOR CONSTRUCTION IRPE 062-037441 EXP. DATE: 11/30/2025 PR PATRICK R. NETEMEYER JOB NO: 20190238 ORAWN BY: SRN CHÉCKED BY:

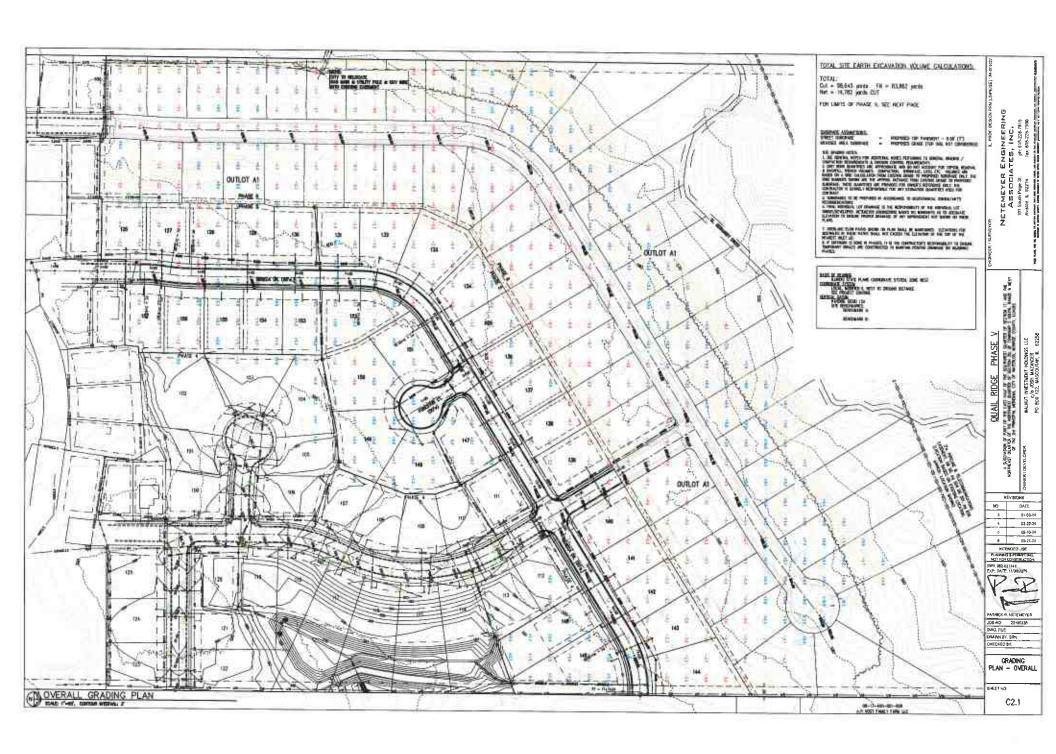
NETENEYER ENGINEERING
ASSOCIATES, INC.
1013-04-04-04-18 (18152-1816
ASSOCIATES, INC.
1013-04-04-1816
ASSOCIATES (1815-1816)

STORM SEWER PROFILES

SHEET NO:

C1.3







# QUAIL RIDGE - PHASE V, WATERLOO, IL

LOTS 126-157

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	PRICE	TYPE
1	EARTH EXCAVATION	CU YD	1,000	5.00	5.000.00	EARTH
2	TRENCH BACKFILL	**************************************		- AND - AVAIL	3,000.00	LANTI
2a	STORM SEWER	CU YD	192	38.00		ļ
2b	SANITARY SEWER MAIN	CU YD	1,142	28.00	5,389.27	STM
2c	WATER	CU YD	<u> </u>	28.00	31,968.53	SAN
3	AGGREGATE DITCH CHECKS	EA	198 30	28.00	5,533.63	WTR
4	PERIMETER EROSION BARRIER	FOOT		150.00	4,500.00	EROSION
5	TEMPORARY SEEDING	ACRE	5,500	1.95	10,725.00	EROSION
6	INLET FILTERS, SET BEHIND CURB & AREA	EA	27	70.00	1,890.00	EROSION
7	STONE RIPRAP, CLASS A3		15	100.00	1,500.00	EROSION
8	FILTER FABRIC	SQ YD	25	45.00	1,125.00	EROSION
9	PROCESSING LIME MODIFIED SOIL	SQ YD	25	1.00	25.00	EROSION
10	PORTLAND CEMENT CONCRETE PAVEMENT 7"	SQ YD	7,608	4.40	33,474.22	STREET
11	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 15"	SQ YD	6,421	45.00	288,930.00	STREET
12	STORM SEWERS, CLASS A, TYPE 1 15" (RCP ONLY)	EA	1	750.00	750.00	STM
13	MANHOLE, TYPE A, W/ TYPE 1 OR TYPE 8 F&G	FOOT	1,050	40.00	42,000.00	STM
14	INLETS, SET-BEHIND CURB INLET	EA	2	3,500.00	7,000.00	STM
15	INLETS, TYPE A, W/ TYPE 9 F&G	EA	3	3,500.00	10,500.00	STM
16	PAVED DITCH	EA	7	2,500.00	17,500.00	STM
17	CONCRETE CURB & GUTTER, MUNICIPAL STD.	SQF	340	00.8	2,720.00	STM
18	PORTLAND CEMENT CONCRETE SIDEWALK, 4'w 4 INCH	FOOT	3,540	17.00	60,180.00	STREET
19	ACCESSIBLE RAMP	SQF	6,412	4.00	25,648.00	WALK
20	8" GATE VALVE & BOX	EA	5	1,000.00	5,000.00	WALK
21	8" PUBLIC WATER LINE, C900 DR18	EA	1	1,200.00	1,200.00	WTR
22	6" HYDRANT, & VALVE & BOX	FOOT	1,218	28.00	34,104.00	WTR
23	TEMPORARY HYDRANT (REMOVE & REPLACE)	EA	2	4,500.00	9,000.00	WTR
24	8" TEE/CROSS	EA	1	2,500.00	2,500.00	WTR
25	WATER SERVICE LINE, TAPS & FITTINGS	EA	1	500.00	500.00	WTR
26	WATER SERVICE METER & BOXES	LF	1698	5.00	8,490.00	WTR
27	10" SANITARY SEWER, PVC SDR 26	EA	32	500.00	16,000.00	WTR
28	8" SANITARY SEWER, PVC SDR 26	FOOT	282	35.95	10,137.90	SAN
29	6" SAN SEWER LINE & TAPS	FOOT	1,604	28.00	44,912.00	SAN
30	11072	FOOT	1,254	21.50	26,961.00	SAN
31	SANITARY SEWER MANHOLE 10' STANDARD	EA	7	2,800.00	19,600.00	SAN
	SANITARY SEWER MANHOLE ADDITIONAL DEPTH	LF	12	200.00	2,400.00	SAN
32	CORE INTO EXISTING MANHOLE	EA	1	1,000.00	1,000.00	SAN
	NOTE: BEDDING & HAUNCHING INCIDENTAL TO UNIT PRICE FOR ALL PIPE			TOTAL EARTH EX.	5.000.00	

THE ABOVE COSTS ARE BASED ON ESTIMATES OBTAINED BY THE DEVELOPER AND MAY VARY FOR THIS CONSTRUCTION SITE.

> 37441 REGISTERED ROFESSIONAL ENGINEER OF

TOTAL EARTH EX. 5,000.00 **TOTAL EROSION** 19,765.00 TOTAL SANITARY 136,979.43 TOTAL STORM 85,859.27 TOTAL WATER 77,327.63 TOTAL STREET 382,584.22 TOTAL WALK 30,648.00 TOTAL ALL: 738,163.56 **TOTAL PUBLIC** INFRASTRUCTURE: STREET, 682,750.56 WATER, STORM, SANITARY:

PATRICK R. NETEMEYER, I.R.P.E. NO.37441

QUANTITIES SHOWN HEREON ARE ESTIMATES AND ARE PROVIDED FOR OWNER'S REFERENCE ONLY. THE CONTRACTOR IS ENTIRELY RESPONSIBLE FOR ANY ESTIMATION QUANTITIES USED FOR CONTRACT AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY SPECS. AND QUANTITIES PRIOR TO BIDDING. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER OR OWNER PRIOR TO BIDDING. FOR COMPLETE INFORMATION SEE REFERENCE PLANS & SPECS.



February 29, 2024

City of Waterloo 100 West Fourth Street Waterloo, Illinois 62298-1333

Attention: Nathan Krebel, Code Enforcement

Re: Quail Ridge, Phase 5 Improvement Plans & Drainage Calculations Submittal Review

Pertaining to the revised Improvement Plans (dated 2-22-24), and the drainage calculations (dated 2-22-24) and regarding features HMG reviews, we offer no further comments and feel the City could progress with approval.

Sincerely,

Brett Benhoff, P.E. HMG Engineers, Inc.

cc: File WLO000.2302