



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, November 7, 2019 – 7:00 p.m.

Pursuant to Section 19.84 Wisconsin Statutes, notice is hereby given to the public and news media, that a public meeting will be held to consider the following:

PUBLIC HEARING ON RECOMMENDED 2020 MUNICIPAL BUDGET

1. CALL PUBLIC HEARING TO ORDER (online link: [2020 proposed budget information](#))
2. PUBLIC COMMENTS ON THE PROPOSED 2020 MUNICIPAL BUDGET (Resolution # 2019-33)
3. ADJOURN PUBLIC HEARING

REGULARLY SCHEDULED MEETING

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
2. MEETING MINUTES APPROVAL: October 17, 2019
3. CITIZEN INPUT / PUBLIC COMMENT
4. COMMUNICATIONS TO COUNCIL
 - a. 2020 Budget Public Hearing – November 7, 2019 at 7:00 pm (published October 24, 2019)
 - b. Municipal Spring Elections – Spring Election, April 7, 2019
5. CONSENT AGENDA ITEMS
6. MEETING SUMMARIES (since last Council meeting)
 - a. 11/05 Utility Commission
 - b. 11/07 Mayor's Informational Meeting Opportunity For Waterloo / Marshall Public Safety Cooperation And Collaboration
 - c. 11/07 Public Safety & Health Committee
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Safety & Health Committee
 - i. Ordinance #2019-07 An Ordinance Creating Requirements For The Installation Of A "Knox Box" System For Certain Structures
 - ii. Waterloo Trail Twisters Snowmobile Club Public Access Request – Trail To Kwik Trip On Portland Road
 - iii. Waterloo/Marshall Holiday Parade Special Event License – 12/14/2019
 - iv. Authorizing The Hiring Of Police Officers
 - a. Ben Brickey, Full-Time
 - b. Sarah Thomford, Part-Time
 - b. Finance, Insurance & Personnel Committee
 - i. Resolution #2019-33 Adopting An Annual Budget And Approving The Necessary Funds For The Operation Of The City Of Waterloo, Wisconsin For The Year 2020
 - ii. Ordinance #2019-09 Amending Municipal Code Section 340-8.1 Lead Water Service Lateral Replacement, Enabling Waterloo Utilities To Compel Property Owners To Replace Private Lead Lateral Services
 - iii. ~~Amending The Private Lead Service Replacement Reimbursement Amount To 50% Of The Eligible Expenses (currently 75%) (struck per Mayor)~~
 - iv. Resolution #2019-34 Exempting Police Department Administrative Staff From The 80 Hour Compensatory Time Accrual Maximum Cap [Section 6.2 of the Employee Handbook]

8. NEW BUSINESS

- a. Resolution #2019-35 Watertown Humane Society Animal Control Service Contract Renewal
- b. Granting New And Renewed Operator's Licenses For The License Period Ending June 30, 2021 (1)
- c. Considering Municipal Building Roof Replacement Bids

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

10. ADJOURNMENT



Mo Hansen
Clerk/Treasurer

*** Disbursements, Payroll and Treasurer's & Budget Reports are posted on the municipal website

Posted & Emailed: 10/31/2019

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location

CITY OF WATERLOO COMMON COUNCIL
MEETING MINUTES: October 17, 2019

Digital audio files are archived with these written minutes additionally serving as the official record.

CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Absent: Stinnett. Others present: Jeff and Cindy Tate; Kris Roesken, Badgerland Disposal; WLOO videographers; Tammy Krueger; Fire Chief Wes Benisch; Public Works Director Chad Yerges; Library Director Kelli Mountford; Parks Director Gabe Haberkorn; Police Chief Denis Sorenson and Clerk/Treasurer Hansen. The pledge of allegiance was recited.

MEETING MINUTES APPROVAL: October 3, 2019. MOTION: Moved by Griffin, seconded by Schoenwetter to approve the minutes as presented. VOICE VOTE: Motion carried.

CITIZEN INPUT / PUBLIC COMMENT. None.

COMMUNICATIONS TO COUNCIL. None.

CONSENT AGENDA ITEMS. MOTION: Moved by Petts, seconded by Schoenwetter to approve the items.

- a. September Reports Of City Officials And Contract Service Providers
 - i. Parks Coordinator
 - ii. Fire & EMS
 - iii. Building Inspection - Building, Plumbing & Electrical Permits
 - iv. Public Works
 - v. Police
 - vi. Karl Junginger Memorial Library
 - vii. Waterloo Water & Light Commission Minutes – 10/1/2019
 - viii. Watertown Humane Society

MEETING SUMMARIES. Brief summary descriptions were provided for each of the following:

- a. 10-17 Finance, Insurance & Personnel Committee
- b. 10-15 Community Development Authority
- c. 10-09 Parks Commission
- d. 10-08 Karl Junginger Memorial Library

RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS

- a. Finance, Insurance & Personnel Committee.
 - i. September Monthly Financial Statements
 1. General Disbursements - \$1,865,502.07. MOTION: Moved by Thomas, seconded by Kuhl to approve the disbursements. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried
 2. Payroll - \$69,194.87. Moved by Thomas, seconded by Griffin to approve the payroll. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried.
 2. Treasurer's Report & Budget Report. MOTION: Moved by Thomas, seconded by Schoenwetter to accept the reports. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried.
 - ii. Consideration Of Bids For Municipal Trash And Recycling Services. DISCUSSION: Hansen said four sealed bids were received at 4 pm; reviewed a written bid summary; and said the Finance Committee has earlier reviewed submittals. Kris Roesken described the Badgerland Disposal proposal, its fuel surcharge and the inclusion of curbside e-waste in the contract. Petts asked if the fact that the current rates charged residents, \$12.50/month, begin greater than the service costs incurred by the City was discussed by the Finance Committee. The Mayor replied no. Thomas said the Finance Committee unanimously recommended the Badgerland 7-year contract. MOTION: Moved by Thomas, seconded by Griffin. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried.

UNFINISHED BUSINESS

a. Zoning Board Of Appeals

- i. Ordinance #2019-08 Adding Warehousing, Under Certain Conditions, As A Permitted Use In Commercial (C-1) Zoning Districts. MOTION: Moved by Petts, seconded by Griffin to approve the ordinance as presented. VOICE VOTE: The yeas and noes were heard with the Clerk/Treasurer identifying three for and three against. The Mayor broke the tie voting in the affirmative. Motion carried.

NEW BUSINESS

Resolution #2019-32 Requesting Exemption From County Library Tax. MOTION: Moved by Kuhl, seconded by Petts to approve the resolution. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried.

FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. ## Thomas said citywide trick or treat was the Sunday before Halloween from 2-5. ## Haberkorn announced a Maunsha River clean up event for November 2nd. ## Hansen said the Chamber of Commerce would be putting out a community wide call for new board members. ## Hansen said a public hearing for the annual budget would be held 11/7 at 7 pm. ## Fire Chief Benisch said all should change out batteries in clocks and smoke detectors.

ADJOURNMENT. Moved by Thomas, seconded by multiple to adjourn. Motion carried. Time: approximately 7:40 p.m.



Attest:
Mo Hansen, Clerk/Treasurer

NOTICE IS HEREBY GIVEN that on Thursday, November 7, 2019, at 7:00 p.m. in the Council Chambers of the Municipal Building, a public hearing on the proposed City of Waterloo budget will be held. The proposal, in detail, is available for inspection at the City Clerk's Office from 8:00 a.m. to 4:30 p.m. on Monday through Friday. More information available at www.waterloowi.us. The following is a summary.

CITY OF WATERLOO - 2020 PROPOSED BUDGET
General Fund

Revenue Descriptions:	2019 Budget	2019 Projected	2020 Budget Proposed	Budget % Change
Taxes (Other than Property Taxes)	\$ 290,206	\$ 290,206	\$ 292,571	1%
Intergovernmental Revenue	480,477	480,477	489,335	2%
Licenses & Permits	32,621	32,621	30,321	-7%
Fines & Forfeitures	15,082	15,082	15,082	0%
Public Charges for Service	216,991	216,991	216,991	0%
Miscellaneous Revenues	12,000	12,000	18,000	50%
Other Financing Sources	10,200	10,200	4,200	-59%
Total Revenues	\$ 1,057,577	\$ 1,057,577	\$ 1,066,500	1%

Expenditure Descriptions:	2019 Budget	2019 Projected	2019 Budget Proposed	Budget % Change
General Government	\$ 393,351	\$ 393,351	\$ 408,384	4%
Public Safety	842,186	842,186	872,109	4%
Public Works	644,556	644,556	684,135	6%
Health & Human Services	4,636	4,636	4,636	0%
Culture, Recreation & Education	-	-	4,000	-
Conservation & Development	5,727	5,727	8,787	53%
Other Financing Uses	-	-	-	-
Total Expenditures	\$ 1,890,456	\$ 1,890,456	\$ 1,982,051	5%

Excess(Deficiency) of Revenues	\$ (832,879)	\$ (832,879)	\$ (915,552)	10%
Over Expenditures				-
				-
Surplus Funds Applied	-	-	-	-
				-
Local Property Taxes (General Fund Only)	832,879	832,879	915,552	10%
				-
Net Surplus (Deficit)	\$ (0.23)	\$ (0.23)	\$ 0.36	

CITY OF WATERLOO - 2020 Submitted Budget
All Governmental and Proprietary Funds Combined

	Estimated Fund Balance January 1	Total Revenues	Total Expenditures	Estimated Change In Fund Balance	Apply Fund Balance	Fund Balance December 31	Property Tax Contribution
General Fund	\$ 500,000	\$ 1,982,052	\$ 1,982,051	\$ 0	\$ -	\$ 500,000	\$ 915,552
Cable TV Fund	150,000	79,648	62,838	\$ 16,810	-	\$ 166,810	-
Stormwater Impact Fee Fund	-	-	-	\$ -	-	\$ -	-
Public Works Impact Fee Fund	-	-	-	\$ -	-	\$ -	-
Park & Recreation Impact Fee Fund	-	-	-	\$ -	-	\$ -	-
Sanitary Sewer Impact Fee Fund	-	-	-	\$ -	-	\$ -	-
Fire & EMS Dept. Fund	50,000	639,084	521,774	\$ 117,310	33,000	\$ 134,310	280,746
Special Revenue Fund - Parks	(86,504)	211,350	332,499	\$ (121,149)	-	\$ (0)	84,000
Debt Service Fund	9,207	713,922	713,922	\$ -	-	\$ 9,207	505,664
Capital Projects Fund	280,000	1,083,551	1,204,430	\$ (120,879)	66,500	\$ 313,753	73,500
Special Assessments		-	-	\$ -	-	\$ -	-
TIF District No. 2 Fund	300,000	60,894	103,350	\$ (42,456)	-	\$ 257,544	60,894
TIF District No. 3 Fund	50,000	102,403	89,149	\$ 13,254	-	\$ 63,254	102,091
TIF District No. 4 Fund	15,000	22,236	650	\$ 21,586	-	\$ 36,586	22,007
Community Development Authority	41,000	7,050	4,233	\$ 2,817	-	\$ 43,817	4,650
Special Revenue Fund - Library	286,000	377,359	491,359	\$ (114,000)	57,000	\$ 115,000	205,142
				\$ -			
TOTALS	\$ 1,594,703	\$ 5,279,549	\$ 5,506,256	\$ (226,707)	\$ 156,500	\$ 1,640,281	\$ 2,254,246



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**CITY OF WATERLOO
NOTICE OF MUNICIPAL SPRING ELECTION
APRIL 7, 2020**

NOTICE IS HEREBY GIVEN that an election is to be held in the City of Waterloo on **Tuesday, April 7, 2020** and the following offices are to be elected to succeed the present incumbents listed. The term for alderperson begins on Tuesday, April 21, 2020. All terms are for four years unless otherwise indicated.

<u>Office</u>	<u>Incumbent</u>
Aldерperson Ward 2	Eric Rhynes
Aldерperson Wards 4 & 5	Jeanette Petts
Aldерperson At Large	Charles Kuhl

NOTICE IS FURTHER GIVEN, that the first day to circulate nomination papers is **Monday, December 2, 2019**, and the final day for filing nomination papers is **5:00 p.m. on Tuesday, January 7, 2020** in the office of the City Clerk/Treasurer, 136 N. Monroe Street, Waterloo, WI 53594.

INCUMBENT OFFICEHOLDERS must file a **Notification of Noncandidacy** by **5:00 p.m. on Friday, December 27, 2019** with the City Clerk/Treasurer to avoid an extension of time for filing such papers.

NOTICE IS FURTHER GIVEN that if a primary is necessary, the primary will be held on **Tuesday, February 18, 2020**.

MJ Hansen

Morton J. Hansen
City Clerk/Treasurer

Posted: November 14, 2019
Publish: The Courier, November 14, 2019



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
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ORDINANCE 2019-09 (revisions highlighted or noted)

An Ordinance Creating Requirements For The Installation Of A “Knox Box” System
For Certain Structures

The City Council of the City of Waterloo, Jefferson County, Wisconsin do ordain as follows:

Section I: Section 200-5 is hereby created and added to the municipal code with the section remainder renumbered. It reads as follows:

Sec. 200-5 FIRE PREVENTION RAPID ENTRY REQUIREMENT - KNOX BOX SYSTEMS

- (a) **Definition.** The term “Knox Box” shall be defined as a lock box from the Knox Company which allows emergency responders to gain access to secured buildings and perimeters without forceful entry.
- (b) **Buildings Subject to this Section.** The following structures shall be equipped with a Knox Box at or near the main entrance or such other location approved by the Fire Chief or designee:
- (1) Commercial or industrial structures protected by an automatic alarm system or automatic suppression system, or such structures that are secured in a manner that restricts access during an emergency.
 - (2) Multifamily residential structures with Four (4) or more units that have restricted access through locked doors or have a common corridor for access to the living units.
 - (3) **Governmental structures as required by the Fire Department.**
 - (4) **Nursing care facilities.**
 - (5) All public and private educational facilities.
 - (6) All newly constructed structures subject to this section shall have the Knox Box installed and operational prior to the issuance of an occupancy permit.
- (c) **Buildings requiring a Knox Box shall be subject to numbering or lettering.**
All buildings over five-thousand (5,000) square feet and with more than two (2) doors must number or letter their doors (and windows when required by the fire chief or his/her designee). Numbering /lettering must be no less than eight (8) inches in size, reflective and a contrasting color to the door. Numbers/letters shall be placed on each door starting at the main entrance and progressing around the building clockwise. Numbers/letters must be at least five (5) feet above ground level. Where double doors or a grouping of doors exists close together, they may be numbered as one.
- (d) **Contents.**

- (1) The owner or operator of a structure required to have a Knox Box shall, at all times, keep keys in the box that will allow for access to the following:
 - a. Keys to locked points of ingress or egress, whether on the interior or exterior of such buildings.
 - b. Keys to locked mechanical rooms.
 - c. Keys to elevator controls.
 - d. Keys to rooms containing fire control systems.
 - e. Keys to other areas as directed by the Fire Chief.
- (2) Each key shall be legibly labeled to indicate the lock that it opens in such a manner as is approved by the Fire Chief or his/her designee.
- (3) A floor plan of the rooms within the building may be required at the discretion of the Fire Chief or his/her designee.

(e) Compliance. After the effective date of this ordinance, all newly constructed buildings, not yet occupied or buildings currently under construction and all buildings or businesses applying for an occupancy permit shall comply. Existing buildings that are not in compliance on the effective date of this ordinance shall comply with requirements of the ordinance within **sixteen (16) months of the effective date of this section**. Any person who owns or operates a structure subject to this code shall be subject to the penalties set forth in section **(h)** of this code for any violation of this section.

(f) Rules and Regulations. The Fire Chief or his/her designee shall be authorized to implement rules and regulations for the use of the lock box system.

(g) Brand. The “Knox” brand will be the only lock box permitted by the City of Waterloo.

(h) Penalties.

Except as otherwise specifically provided in this chapter, any person who shall violate any provision of this chapter or any order, rule or regulation made hereunder shall be subject to a forfeiture as provided. First offense shall be a forfeiture of \$50 plus court costs and penalty assessments. Second offense shall be a forfeiture of \$100 plus court costs and penalty assessments. Third and subsequent offenses shall be a forfeiture of \$200 plus court costs and penalty assessment.

Section II: This ordinance shall take effect and be in force from and after its passage and posting as provided by law.

Dated: _____

BY ORDER OF THE CITY COUNCIL OF THE CITY OF WATERLOO

Mayor

Attest:

Date Adopted: _____

Date Published: _____



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
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cityhall@waterloowis.com

APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE

Any Special Event or Entertainment Event sponsor requesting municipal approvals, services, assistance, and/or other support from the City of Waterloo for a special or entertainment event on public or private property must provide the following information.

Submittal of application does not constitute approval. All applications must be reviewed.

NAME OF SPONSOR (Applicant): Waterloo/Marshall Holiday Parade

STATUS: (circle one) unincorporated incorporated individual other group

CONTACT NAME: Angie Stinnett

PHONE NUMBER: 800-809-1755 / 920-809-1755 /
DAYTIME EVENING FAX

EMAIL ADDRESS: Angie.WaterlooMarshallHolidayParade@gmail.com

NAME OF EVENT: Waterloo/marshall holiday parade

TYPE OF EVENT: (circle one) Festival Parade Caravan Rally March
Race Tag Day Other

PURPOSE OF EVENT: Celebrate the holiday and Raise money for the food pantry.

DATE OF EVENT: December

EVENT HOURS: 4:00 pm SET UP HOURS 1/2 hr BREAKDOWN —

DESCRIPTION OF EVENT: Parade starts @ 4:30

SITE/ADDRESS FOR EVENT (list if multiple locations) start at WHS parking lot. End at firemen's park upper pavilion. Map of Route attached.

PROJECTED ATTENDANCE: 500 PAST ATTENDANCE: 500

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: 10

RAIN POLICY: parade is Rain or Shine or Snow.

DATE APPLICATION MADE 10/12/2019

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594.** Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at _____ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of _____ through _____ 20___. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Angie Stinnett
Name (please print)

Angie Stinnett
Signature

President
Signatory Title (if applicable)

10/12/19
Date

Pursuant to Section 12.06 Waterloo Municipal Code
Application for Special Event or Entertainment License

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: _____ Received by: _____

Clerk's Office to complete the section below:

Cc:

_____ Police Department

_____ Council Approval _____
Date

_____ Fire Department

_____ Public Works

_____ Certificate of Insurance

_____ Waterloo Utilities

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: _____

Date Paid: _____

Received by: _____

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:

\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- 6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: Waterloo/Marshall Holiday Parade

DATE (S) OF EVENT: Dec. 14, 2019 HOURS: 4:00-5:30

LOCATION/PROPERTY: WHS parking lot to Firemen's Park

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? N/A.

What times will security be needed? —

Will WPD officers be required? YES lead car NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? Waterloo Fire + Rescue

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Angie Stinnett phone # 920-809-1755

2) What time will set up begin: 3:45 Approx.

3) Name of clean up contact person: Angie Stinnett Cell Phone# 920-809-1755

4) Estimated time for clean up after event: —

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

not during Parade - but yes at the park after.

3) Will alcoholic beverage(s) be sold? YES NO

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures?

All the Money goes to the food parade.

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

Auction after the parade.

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other _____

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need ^{Cones} barricades? (YES) NO For traffic control during the parade.

Purpose of barricades: _____

Location of placement: _____ Amount needed _____

Date barricades needed _____ Time of placement _____

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels _____

Where do you want them placed? _____

Name of disposal company if other than the City: _____

Where will dumpster be place: _____

8) Will water connection be needed?

YES

NO

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

Resolution #2019-33 Adopting 2020 Budget

Please see meeting material set 2 of 2 for resolution details or view online at

<http://www.waterloowi.us/your-government/clerk-treasurer/190-budget-2020#timeline>



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

ORDINANCE 2019-09 (redline version)

Amending Municipal Code Section 340-8.1 Lead Water Service Lateral Replacement, Enabling Waterloo Utilities To Compel Property Owners To Replace Private Lead Water Service Laterals

The City Council of the City of Waterloo, Jefferson County, Wisconsin do ordain as follows:

SECTION I: Section 340-8.1 Lead water service lateral replacement is hereby amended as follows:

§ 340-8.1 Lead water service lateral replacement.

- A. Every water service lateral connected to the Waterloo Utilities Water System (Utility) shall be made of suitable material as determined by the Waterloo Utility Commission.
- B. Intent and purpose. The Common Council of the City of Waterloo finds that it is in the public interest to establish a comprehensive program for the removal and replacement of lead water laterals in use within both the public Utility and in private systems and to that end declares the purposes of this section to be as follows:
- (1) To ensure the water quality at every tap of Utility customers meets the water quality standards specified under the Federal Safe Drinking Water Act;
 - (2) To reduce the lead in City drinking water to meet Environmental Protection Agency (EPA) standards and ideally to reduce lead contaminant level to zero in City drinking water for the health of City residents;
 - (3) To eliminate the constriction of water flow caused by mineral rich surface water flowing through lead water service pipes and the consequent buildup of mineral deposits inside lead pipes; and
 - (4) To meet the Wisconsin Department of Natural Resource (WDNR) requirements for local compliance with the Lead and Copper Rule.
- C. Owner to replace lead service. Existing lead water service laterals connected to the Utility shall be replaced with water service laterals made of suitable materials and at owner's expense. Replacement shall be completed either before or in conjunction with the next water ~~main~~ project in the area of the affected property.
- D. Water system ~~reconstruction~~ improvements. Property owners in a property area where ~~public~~ water system ~~reconstruction~~ improvements are ~~is~~ taking place will be notified, in writing, of capital improvement projects involving the public or private water ~~system~~ mains. The notification shall be at least 60 days prior to the commencement of the water system related ~~main~~ construction, and shall be issued by Waterloo Utilities.
- E. Inspection required. The Waterloo Utilities Superintendent or his/her designee shall inspect all private connections to the public water ~~mains~~ system for presence of lead or lead causing pipes

prior to, if possible, or at the time that the Utility water ~~main~~ system is to be reconstructed and, if unable to gain access for inspection, may pursue an inspection warrant. In the event the lateral is found to contain lead the Clerk/Treasurer, or his/her designee, shall notify the owner in writing by United States Mail within 10 working days, of the fact along with information about the City's Lead Water Service Replacement Program. The affected property owner shall provide proof of arrangements for replacement of the private lead water service lateral within 90 days of the date of the notification letter.

- F. Authority to discontinue service. As an alternative to any other methods for obtaining compliance with the requirements of this Municipal Code regarding replacement of illegal private water laterals, the Utility may, as provided in Water Utility Operating Rules approved by the Wisconsin Public Service Commission, discontinue water service to such property served by illegal private water service lateral after reasonable notice and an opportunity for hearing before the Waterloo Utility Commission.

SECTION II: This ordinance shall take effect and be in force from and after its passage and posting as provided by law.

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF
WATERLOO**

Mayor

Attest:

Date Adopted: _____

Date Published: _____



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

RESOLUTION #2019-34
Temporarily Exempting Police Department Administrative Staff
From The 80 Hour Compensatory Time Accrual Maximum Cap

The Common Council of the City of Waterloo, Wisconsin does hereby resolve as follows:

WHEREAS, the Finance, Insurance & Personnel Committee unanimously voted to recommend to the City Council temporarily exempting Police Department administrative staff from the 80 hour compensatory time accrual maximum cap found in section 6.2 of the employee handbook for the period September 1, 2019 to September 1, 2020.

THEREFORE BE IT RESOLVED, the City of Waterloo Common Council hereby agrees with the Committee recommendation and temporarily exempts Police Department administrative staff as described above.

PASSED AND ADOPTED this ____ day of _____ 2019.

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Morton Hansen, Clerk/Treasurer

SPONSOR(S) – Finance, Insurance & Personnel Committee

FISCAL EFFECT – The exemption allows for the Police Chief, Police Lieutenant (both salary), and Administrative Assistant (hourly) to accumulate compensatory time (1.5 hours of compensatory time, for each hour over 40 worked per week) in an amount greater than 80 hours, the current cap for all employees covered by the employee handbook.

Select Page

CITY OF WATERLOO

EMPLOYEE

HANDBOOK



Find Your Path Here

5.3 Rest Periods

All employees are entitled to a fifteen minute break for every four-hour shift worked. The scheduling of these periods and location is entirely discretionary with the department supervisor and will be arranged as he/she feels is most compatible with departmental operations. These rest periods cannot be taken at the beginning of the day or end of the day and not in conjunction with lunch periods.

5.4 Meal Periods

A half (½) hour unpaid meal period will be provided for all employees who are scheduled to work six (6) hours or more in one (1) day. Meal periods are to be taken at a time as designated by their supervisor.

Police Officers and Fire/EMT personnel will be provided with a 30 minute paid meal period during their shift. That time is to be taken within the City limits, unless out of the City on business. Fire/EMT personnel will be granted an additional 30 minute paid meal period if they are scheduled a 16 hour work shift.

5.5 Record-Keeping of Hours

All employees are required to maintain, on a daily basis on their timesheet, a record of all hours worked, as well as the starting and ending times of each work day and meal periods. Employees may not complete time records for other employees. Employees must turn their timesheets in to their Department Head or designee on a bi-weekly basis. Employees who violate this policy, or who submit incomplete, inaccurate, or false time records will be subject to appropriate disciplinary action, up to and including immediate termination, as well as potential civil and/or criminal liability.

ARTICLE VI – WAGE AND SALARY ADMINISTRATION

6.1 Employee Compensation

The wage and salaries for all City positions shall be determined by the Finance, Insurance and Personnel Committee and approved by the Common Council at budget time.

6.2 Overtime Compensation

Employees may be required to work overtime when requested to do so. However, employees working overtime without approval or pre-approval of a supervisor will be subject to appropriate disciplinary action, up to and including immediate termination. Overtime will be paid for all hours over forty (40) hours per week, except Fire Department employees, who will be paid for all hours over 53 hours. All paid vacation time, paid holidays and paid sick leave shall be considered as "time worked" for purpose of this section.

Employees working overtime shall have the alternative to be paid for such overtime at the overtime rate or take compensatory time off at a later date. Compensatory time shall be earned at the rate of one and one-half (1 ½) times the number of overtime hours worked, and may be accrued to a maximum of eighty (80) hours at any one time and may be carried over to the following year. Compensatory time off shall be scheduled at a time mutually agreeable between the employee and the City.

Department of Public Works, Police Department and Waterloo Water & Light Utility employees Sunday and Holiday pay.(See Appendix C, as modified from time to time.)

6.3 Payroll Periods

The payroll period is two weeks beginning on Sunday morning and ending on the second following Saturday.

Employees shall be paid on the Thursday following the end of the pay period. If the payday falls on a holiday, checks will be direct deposited on the last work day preceding the holiday. Each employee should review their



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

RESOLUTION #2019-35
Watertown Humane Society Animal Control Service Contract Renewal

The Common Council of the City of Waterloo, Wisconsin does hereby resolve as follows:

WHEREAS, the City has been served by the Watertown Humane Society, a provider of animal control services, for the last ten years, and;

WHEREAS, organization President Cassandra Richardson proposed the attached contract offering a fixed fee charge of \$4,651.72 for each of the next three years, a six percent increase from the current year rate.

THEREFORE BE IT RESOLVED, the City of Waterloo Common Council hereby directs the Mayor and Clerk/Treasurer to enter into the agreement as presented on this night.

PASSED AND ADOPTED this ____ day of _____ 2019.

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Morton Hansen, Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer

FISCAL EFFECT – 2019 annual rate: \$4,386; 2020: \$4,651.72, a 6% increase. The 2020 rate would be honored for both 2021 and 2022.

**2020 SERVICE AGREEMENT
BETWEEN THE CITY OF WATERLOO, WISCONSIN
AND THE WATERTOWN HUMANE SOCIETY**

THIS AGREEMENT is entered into this 1st day of January 2020 by and between the City of Waterloo, a Wisconsin municipal corporation located in Jefferson County, Wisconsin, hereinafter referred to as the "City," (notices and communications hereunder to be delivered to: 136 North Monroe Street, Waterloo, WI 53594) and the Watertown Humane Society, Inc., hereinafter referred to as "WHS," (notices and communications hereunder to be delivered to: 418 Water Tower Court, Watertown, WI 53094), a Wisconsin nonprofit corporation located in Watertown, Wisconsin, for animal services to be provided by "WHS."

1. REMUNERATION

1.1. The City, in consideration of performance by WHS under this agreement, as herein set forth, shall pay WHS for services furnished as provided hereunder.

1.2. The City shall pay to WHS for the entire calendar year, 2020, the sum of \$4651.72 (Four Thousand, Six Hundred and Fifty-One Dollars and Seventy-Two Cents) within the calendar year 2020. Payment is due within 30 days of the beginning of the year.

1.3. Parties agree to the sum of \$4651.72 (Four Thousand, Six Hundred and Fifty-One Dollars and Seventy-Two Cents) annually over a three year period of the years 2020,2021 and 2022.

2. DEFINITIONS

2.1. Animals – Dogs, cats and other small domestic animals.

2.2. Confinement

2.2.1. Partial Confinement – a situation in which a WHS employee will pick up an animal that is confined within a closed structure (such as a garage) or a fenced-in area (such as a yard with a fence high enough to prevent the animal from jumping over it).

2.2.2. Total Confinement – a situation in which a WHS employee will pick up an animal that is collared and leashed, or tied to an immovable object, or contained within a carrier or other container strong enough to prevent its escape.

2.2.3. If neither of these options has been covered by the person calling the Police Department or WHS employee, a carrier or live trap can be made available by WHS. The WHS employee will make the decision necessary to accomplish capture of the animal in question. Live traps can be loaned out for live trapping of animals, pursuant to section 2.3.8 below.

2.3. Fees

2.3.1. Adoption Fee – an amount charged for the administrative services relative to the transfer of an animal to a new owner.

2.3.2. Boarding Fee – a daily amount charged for the care of an animal while at WHS.

2.3.3. Reclaim Fee – an amount in addition to the boarding fee charged to the owner of an animal that has been kept at WHS in order to reclaim the animal.

2.3.4. Service Fee – amount charged to private citizens by WHS to transfer an animal from WHS to a new owner (adoption), the accept an animal into WHS (surrender), or to euthanize an animal and/or dispose of a dead animal.

2.3.5. Surrender – a statement by a former owner of an animal that he or she relinquishes all rights to that animal.

2.3.6. Cremation Fee – amounts charged to private citizens by WHS for either group or private cremation of an animal.

2.3.7. Owner/Caretaker – includes any person owning, harboring or keeping a dog or cat, and the occupant of any premises on which a dog or cat remains or to which it customarily returns daily for ten (10) days is presumed to be harboring or keeping the dog or cat within the meaning of this contract per Watertown Municipal code §228-3 and §228-16.

2.3.8. Live Trap – a trap that can be loaned out for live trapping of domestic stray animals. A deposit fee is required and said deposit is returned when the trap is returned in good working order.

3. RESPONSIBILITIES OF THE CITY

3.1. The City shall provide full cooperation and assistance to WHS, its officers, agents and employees in order to facilitate and accomplish the services performed under this contract.

3.2. The City agrees that its Police Department will cooperate in the apprehension and/or destruction of dangerous, vicious or completely uncatchable animals when such animals are mutually determined to be dangerous, vicious or completely uncatchable.

3.3. Where special supplies, stationery, notices, forms and similar materials are to be issued in the name of the City, the same shall be supplied by the City to WHS at the expense of the City and shall be in addition to the annual contract rate.

3.4. The City's Police Department, at its discretion, may issue animal at large citations from the information provided by WHS. This information will be received from WHS as per section 4.6 of this contract.

4. RESPONSIBILITIES OF WATERTOWN HUMANE SOCIETY (WHS)

4.1. The WHS agrees to furnish and maintain facilities and equipment adequate for the maintenance, housing, shelter, care, euthanasia, and disposal of all animals unlawfully at large and to harbor them under and pursuant to the applicable ordinances of the City, the object being to keep such stray animals, to release them back to their owner or to any other person after service fees, as determine to be appropriate by WHS, have been paid, or to destroy them and dispose of the dead animals.

4.2. WHS will maintain current and accurate records of how all animals received are disposed of and allow the City and its employees open access and the ability to inspect such records as requested at all reasonable times. WHS will comply with §173 of Wisconsin Statutes pertaining to the Animals.

4.3. Prior to any renewal of this Agreement under same or similar terms, WHS shall provide to the City annual financial statements and copies of income tax and informational or supplemental returns, documents, and additional financial statements as requested consisting of data comprising no less than twelve (12) months of WHS's fiscal activity. Except pursuant to the City's sole and exclusive discretion to make waiver, no renewal of this Agreement under same or similar terms may be entered into unless WHS furnishes the materials in fulfillment of the foregoing not later than ninety (90) days prior to any expiration of the term hereunder.

4.4. WHS shall ensure that there are sufficient personnel on duty at the Watertown Humane Society during the following business hours:

Monday: 12pm to 6pm
Tuesday: 12pm to 5pm
Wednesday: 12pm to 5pm
Thursday: CLOSED
Friday: 12pm to 5pm
Saturday: 11am to 3pm
Sunday: CLOSED

4.4.1. These hours may change from time to time to better serve the community and animals. In the event the shelter hours change, the hours indicated above shall automatically be changed to reflect the new hours of operation upon written notice to the City.

4.4.2. WHS will be closed on the following holidays: New Years Day, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve. WHS will inform the City in writing if the shelter will be closed any additional holidays.

4.4.3. Except under demonstrable extenuating circumstances, WHS will respond to all calls, routine or emergency in the following manner: WHS will respond within 60 minutes of calls placed between 7:00am to 7:00pm seven days a week; WHS will respond within 90 minutes of calls placed between 7:01pm and 6:59am, seven days a week and only if the situation is deemed an emergency.

4.4.3.1. An emergency call involves one of the following situations: 1) A critically wounded stray animal; 2) an animal in an abusive situation; 3) an animal that has bitten someone; 4) an animal seized by a law enforcement officer under the provisions of §173.13 of Wisconsin Statutes and/or analogous City ordinances.

4.5. It shall be the principal duty of WHS to furnish personnel equipped and prepared to assist between 7:00am and 7:00pm to respond within 60 minutes of calls placed within said hours, seven days a week, for the pickup of confined stray animals within the city limits, and to report and work cooperatively with the Police Department during the investigation of complaints received from city residents when done in compliance with §173 of Wisconsin Statutes, analogous City ordinances or other applicable authority.

4.6. In instances of animals running at large, once WHS properly identifies the animal and the owner, this information shall be provided to the City of Waterloo Police Department. At a minimum, the information shall include the owner's name, address, phone number(s) and a synopsis of the incident such as location, description of animal, date, time and police department incident number, if known.

4.7. Under no circumstances shall WHS allow a resident of the City of Watertown to adopt animals in a number that exceeds the numerical limits set forth in the relevant rules or regulations.

5. PUBLIC SAFETY AND SERVICE

5.1. Impoundment – the City will, whenever possibly, provide written documentation to WHS in connection with the impoundment of an animal. WHS shall take delivery of impounded animals. WHS will not be responsible for obtaining any veterinarian care for an owned, impounded animal. If WHS decides, at its sole discretion to obtain veterinarian care for an owned, impounded animal, the owner will be responsible for reimbursing WHS the cost of all medical treatment. Release of said animal may be done only after impoundment requirements have been met. The City shall be exempt from any such bonds or costs.

5.2. Rabies Control/Bite/Quarantine Cases

5.2.1. Owner Known – WHS will not quarantine an animal which has bitten and its owner is known unless ordered by the local law enforcement agency in special cases. The owner shall provide WHS with a minimum \$250 cash bond and pay daily costs for the custody and care of said animal during the quarantine period. If an animal is ordered to be euthanized, the owner may not be allowed to see or visit the animal once the animal is in quarantine.

5.2.2. Stray/Owner Unknown – WHS will work at the direction of the Health Department for quarantine and rabies submission as outlined in Wisconsin State Statutes 95.21 involving stray or owner unknown animals. WHS will euthanize and dispose of the carcass of rabies specimens submitted to the Wisconsin State Lab of Hygiene. The Health Department must be notified by WHS in the event of any animal bite cases.

5.3. Seize and Rescue – WHS will work with the appropriate City departments to seize/rescue animals for the health and safety of the animals and for the health and safety of the public, but only a law enforcement officer will have the authority to seize an owned animal.

6. MUTUAL AGREEMENTS BETWEEN THE CITY AND WHS

6.1. WHS shall become the owner of all stray animals after the statutory period of impoundment has expired. No animals, dead or alive, will be sold or given away for purposes of experimentation or medical use. WHS shall not release any animal seized by, or at the direction of, the Humane Officer without the authorization of the Humane Officer or his delegate in his absence.

6.2. WHS may accept animals for surrender at the shelter from citizens of the City. The surrender shall include a surrender fee to be paid by the animal's owner.

6.3. WHS will maintain an animal cemetery.

6.4. WHS will dispose of stray animal carcasses

6.5. If an injured animal bearing a current rabies tag, identification tag or other information such that the owner can be identified is impounded, the WHS Manager or designee has the authority and discretion to take or send the injured animal to a licensed veterinarian after reasonable efforts are made to contact the owner of the injured animal. The owner will be responsible for reimbursing WHS the veterinarian costs related to the care of their animal.

6.6. WHS shall be responsible for all salaries and other benefits paid to WHS employees. In addition, WHS shall be responsible for providing Worker's Compensation Insurance and Unemployment Compensation Insurance for its employees, professional liability insurance for its employees and agents with limits of at least \$300,000.00 and commercial umbrella excess liability insurance with limits of at least \$500,000.00. Certificates of insurance showing compliance with this paragraph shall be provided to the City. The City shall be responsible for providing liability insurance covering its liabilities in this instance with the limits of coverage of at least \$1,000,000.00.

6.7. Each party to the Agreement shall perform all acts and execute and deliver all documents as may be necessary and proper under the circumstances in order to accomplish the intent and purpose of this Agreement to carry out its provisions.

7. HUMANE OFFICER PROVISIONS

7.1. One or more law enforcement officers, as appointed or assigned by the chief of police shall serve as the City Humane Officer.

7.1.1. All duties of the Humane Officer shall be outlined in §173 of the Wisconsin statutes and the Humane officer shall enforce all laws and ordinances relating to animals within the city, including but not limited to, the provisions of §173 of the Wisconsin statutes, which had been adopted by the City. WHS shall act at the direction of the Humane Officer and such action shall conform to the requirements of §173 of the Wisconsin statutes.

7.1.2. The Humane Officer of the City and any other properly authorized delegate of the City shall possess all of the authorities pursuant to §173 of the Wisconsin statutes.

8. TERM

The term of this Agreement shall be from January 1, 2020 to December 31, 2020 this agreement shall automatically renew on January 1, 2021 for successive term of twelve (12) months and then on December 31 of said calendar year, 2020 and automatically renew thereafter for identical, successive twelve (12) month terms until and unless terminated for cause hereunder or upon written notice

received by the non-terminating party on or before September 30 within the annual calendar term set to expire. This agreement may be modified at any time.

9. TERMINATION OF AGREEMENT

9.1. Termination of Contract for Cause. If through any cause, either the City or WHS shall fail to fulfill in a timely in a proper manner its obligations under this agreement, or if either party violates any of the covenants or stipulations of this agreement, the aggrieved party shall, prior to termination, give written notice to the other party of such violation and if the violation is not eliminated or cured within ten (10) days of personal delivery of such notice at the address given above her such party, the aggrieved party shall have the right to terminate disagreement and specify the effective date thereof.

9.2. Termination for Convenience of the City or WHS. If for any reason either of the city or WHS does not anticipate renewal of the agreement at the end of the current term, written notice shall be given to the other at least 60 days before the termination date of the current agreement.

9.3. Termination for Non-appropriation. If the City does not appropriate funds in the fiscal year in the amount equal to the price negotiated by the following contract year, it is mutually agreed that this contract may be cancelled by either party; however, the City shall, to the extent reasonably possible, seek to maintain funding levels such that a suitable contingency plan for this situation can be planned for and implemented by WHS to prevent harm to the animals currently residing at WHS and to prevent harm or threat of harm to the community from stray animals posing a health threat.

10. NONLIABILITY

10.1. No person, firm, corporation or other entity shall obtain any civil liability remedy against the city or WHS, or their respective officers, employees or agents, for any damage, claims or causes of action arising out of or resulting from the execution of this Agreement. Furthermore, nothing in this Agreement is intended to be interpreted to expand any liability that either the City or WHS may have to any third parties. This agreement is in no way intended to benefit any persons other than the parties to it, and is not entered into with the intent to benefit any other person, firm, corporation or other entity, either directly or indirectly.

10.2. Nothing in this Agreement shall be construed to create any liability or waive any of the immunities, limitations on liability, or other provisions as conferred by laws of the State of Wisconsin and Federal government, including the notice provisions for governmental claims contained in section 893.80 of the Wisconsin statutes . This Agreement does not confer any additional immunities or limitations on liability otherwise available to WHS, or the City, or their respective officers, employees or agents.

10.3. The City agrees to authorize WHS to effectively carry out the City's obligations under this Agreement, and to take whatever action is reasonably required to effectuate such authorization. Such authority shall include, but not limited to, the authority to enforce the Wisconsin Rabies Law, and other local ordinances pertaining to Humane Officers and the pickup of confined stray animals. Other than the authorities specifically delegated to WHS by ordinance, contract or otherwise, WHS has no authority, as

agent or otherwise, to bind the City to any legal obligation. WHS, its officers, agents or employees are independent contractors and are not agents or employees of the City.

10.4. Whenever any loss, costs, damage or expense occurs resulting from any casualty or incidents incurred by either of the parties to this Agreement in connection with the services rendered under this Agreement, and such party is then covered in whole or in parts by insurance with respect to loss, cost, damage or expense, the party is so insured by this Agreement releases the other party from any liability it may have an account of such loss, costs, damage or expense to the extent of the amount recovered by reason of such insurance, and waves the right of subrogation which might otherwise exist or accrue to any person on account of it, provided that such release of liability and waiver of the right of subrogation may not be operative in any case where the effect is to invalidate such insurance coverage or increase its cost. Such waiver shall be evidenced in proper certificates or endorsements from appropriate carriers or insurance funds of the parties.

11. AUTHORITY

The City represents and warrants that it has the legal authority, by ordinance or otherwise, to enter into this agreement and to bind the city to its terms. A copy of the resolution in a copy of the minutes from the appropriate meeting authorizing this action by the City shall be attached to the agreement and included by reference here in.

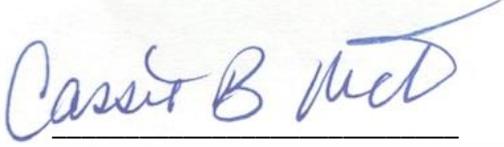
12. NON ASSIGNMENT, AMENDMENTS AND SEVERABILITY

12.1. This Agreement shall not be assignable to either party to it, nor shall the performance of any of the duties under it be delegable to any party to it, without the express written consent of all of the parties hereto. This agreement shall not be assignable to operation of law.

12.2. Neither this Agreement nor any term or provision of it may be changed, waived, discharged, amended, modified or in any manner other than by an instrument in writing signed by both of the parties to this Agreement.

12.3. If any term or provision of this Agreement is at any time during the term of this Agreement, or any extension of the Agreement, determined by a Court of competent jurisdiction to be in conflict with applicable Federal law, State law, Federal or State administrative agency rule, or Federal or State judicial decision, such term or provision shall continue in effect only to the extent permitted by such law, rule, or decision. If such part of this Agreement cannot be amended to be applied under said law, rule or decision, then such term or provision shall be deemed invalid, however, the remaining provisions of this Agreement will remain in full force and effect, and the Agreement will be enforced and interpreted to extent possible without said conflicting provisions.

12.4. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Wisconsin, without giving effect to principles and provisions of those laws relating to conflict or choice of laws.

A handwritten signature in blue ink that reads "Cassandra B. Richardson". The signature is written in a cursive style and is positioned above a solid horizontal line.

Cassandra B. Richardson
President, Watertown Humane Society
10/11/2019

Mo Hansen
Treasurer, City of Waterloo

mhansen@waterloowi.us

From: Cassandra Richardson <president@whsadopt.org>
Sent: Friday, October 11, 2019 10:39 AM
To: mhansen@waterloowi.us; mayor@waterloowi.us
Subject: Watertown Humane Society Agreement
Attachments: Waterloo City 2020 Service Agreement .pdf

Hello Mayor and Mr. Hansen,

Attached is the 2020 agreement for services. Please review it and let me know if you have any questions or edits. I've added the three year price agreement and the yearly versus quarterly payment.

You're welcome to just send back the signed back page, either via scan or mail.

Additionally, (and I forgot to mention this on the phone), the Wisconsin Statutes changed from a 7-day stray hold to a 4-day stray hold for impounded animals. Studies show most lost animals are found by their owners within 48 hours, so it just held up the shelter's opportunity to find homes for them. Our return to owner rate for stray dogs is 94%, so this really applies to our stray cat population.

You are both welcome at the Humane Society anytime for a tour and to meet our staff. We appreciate everything you provide for us and if you ever need anything, please let us know!

Thanks,

Cassie

--

Cassie Richardson
President, Watertown Humane Society
www.whsadopt.org
president@whsadopt.org
608-513-2757



CITY COUNCIL MEETING NOTE

A bid tabulation and submittal documents will be available on November 7, 2019

CITY OF WATERLOO, WISCONSIN
Request for Proposals

Municipal Building Roof Replacement Services
136 North Monroe Street

Submittal Deadline: November 6, 2019 at 4:00 pm

Prepared By:
Mo Hansen
Clerk/Treasurer
City of Waterloo
136 North Monroe Street
Waterloo, WI 53594

(920) 478-3025
Email – cityhall@waterloowi.us
Web – www.waterloowi.us

The City of Waterloo, Wisconsin is accepting proposals from qualified roofing to replace the existing Municipal Building roof at 136 North Monroe Street. Proposals will be accepted until November 6, 2019 at 4:00 pm.

SCOPE OF WORK

Facility: Municipal Building, 136 North Monroe Street:

- Replace existing roof with PVC roofing material
 - a. Remove and dispose of asphalt composition roofing material and other existing roof material.
 - b. Protect landscape and premises as needed with tarps or similar.
 - c. Inspect and replace as needed rotted/damaged decking. Provide a price per area replaced figure for this replacement.
 - d. Install ice and water shield at all penetrations, flashings and openings to reduce ice damming and leaks.
 - e. Remove and replace gutter apron and drip edge metal around entire roof as needed.
 - f. Replace all pipe flashing on all stacks with new neoprene pipe flashings or similar.
 - g. Re-flash all other flashing with new, if required. Caulk and seal all flashings.
 - h. Full removal of site debris.
- Approximate square footage: 14,440



ABOUT SUBMITTING A QUOTE FOR PROVIDING THIS SERVICE

Written proposals describing the cost of services will be evaluated on the basis of all information provided. Proposals should include the following:

- ❖ Brief company overview.
- ❖ Experience and qualifications installing PVC roofing material.
- ❖ A craftsmanship warranty.
- ❖ Lump sum price quote.
 - A price per area for any replacement decking.
 - Other as may be identified by submitter.

The awarded entity must demonstrate that it holds sufficient insurance.

Submitters may inspect the roof by scheduling a time with the Clerk/Treasurer’s office. Respondents should submit the requested information via email attachment or in writing to the Clerk/Treasurer at the Waterloo Municipal Building.

Mo Hansen
City Clerk/Treasurer
136 N Monroe Street
Waterloo, WI 53594
cityhall@waterloowi.us

SUBMITTAL DEADLINE – November 6, 2019 at 4:00 pm

DISCLAIMER – The City of Waterloo reserves the right to reject any or all bids. The City is not responsible to any respondent for the cost of their proposal preparation. The information in this document is provided to assist with the proposal but its accuracy is not guaranteed. The City cannot guarantee the security of items purchased after the date of payment.

Important Addendum Notations

1. Roof work is anticipated in calendar year 2020. Municipality will demonstrate flexibility on specific start time. Completion should occur in a timely manner.