



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, July 16, 2020 – 7:00 p.m.

participate by remotely or in-person in the Council Chambers

This agenda revised 7/10/2020 9:29 AM

Remote Meeting Information

Join Zoom Meeting: <https://us02web.zoom.us/j/81305553186?pwd=dEVtbitjVFdUejlQWk1ORXVJUUtJQT09>

Meeting ID: 813 0555 3186

Password: 411547

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

Meeting ID: 813 0555 3186

Password: 411547

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:

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
2. MEETING MINUTES APPROVAL: July 2, 2020
3. CITIZEN INPUT / PUBLIC COMMENT
4. PUBLISH NOTICES
 - a. Plan Commission Public Hearing, Conditional Use Permit Application For 612 Jefferson Street To Allow The Construction Of A 20' X 20' (400 Sq. Ft.) Accessory Building Addition.
5. MEETING SUMMARIES (since last Council meeting)
 - a. 7/7 Utility Commission
 - b. 7/8 Parks Commission
 - c. 7/9 & 7/16 Finance, Insurance & Personnel Committee
 - d. 7/13 Emergency Medical Services
 - e. 7/14 Library Board
6. CONSENT AGENDA ITEMS
 - a. June Reports Of City Officials And Contract Service Providers
 - i. Parks
 - ii. Fire & EMS
 - iii. Building Inspection - Building, Plumbing & Electrical Permits
 - iv. Public Works
 - v. Police
 - vi. Library Board
 - vii. Water & Light Utility Commission
 - viii. Watertown Humane Society
 - b. Approval Of New Operator's License, Juanita Albrecht, W10710 Yelk Lane, Waterloo
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Utility Commission
 - i. Resolution #2020-29 Providing For The Sale Of \$4,365,000 Combined Utility Revenue Bonds, Series 2020D
 - b. Finance, Insurance & Personnel Committee
 - i. June Financial Statements
 1. General Disbursements - \$601,699.48 ***

2. Payroll - \$78,482.79 ***

3. Treasurer's Report & Budget Reports ***

ii. Ordinance #2020-02 Amending Section 53-4 Budget, Revising The Budget Deliberation Sequence

8. NEW BUSINESS

- a. Request Of Rediscovered LLC, 565 West Madison Street, To Temporarily Waive A Developer Agreement Provision Requiring A Minimum Payment In Lieu Of Taxes

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

10. ADJOURNMENT

Mo Hansen

Mo Hansen
Clerk/Treasurer

Posted & Emailed: July 10, 2020

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: July 2, 2020

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting available to participants remotely or in-person to order at 7:02 p.m. Alderpersons present: Schoenwetter, Rhynes, Kuhl, Griffin and Thomas. Absent: Petts & Stinnett. Others attending either remotely or in-person: Alyssa Spies; Police Chief Denis Sorenson; Mark Herbst; Brian Coons; WLOO videographers and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
2. MEETING MINUTES APPROVAL: June 18, 2020. MOTION: Moved by Kuhl, seconded by Petts to approve the minutes. VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. None.
4. MEETING SUMMARIES. Brief verbal reports were shared.
 - a. 6/23 Plan Commission
 - b. 6/29 Board of Review
 - c. 7/2 Public Works & Property Committee
 - d. 7/2 Public Safety & Health Committee
5. COUNCIL NOTIFICATION
 - a. Notice Of Published Notice – Voting By Absentee Ballot For The August 11, 2020 Partisan Primary. Noted.
6. NEW BUSINESS
 - a. 2020 Summer Internship Report, Alyssa Spies. DISCUSSION: Alyssa Spies presented her report to the City Council covering work performed to advance the Treyburn Farms residential development project. At the conclusion of the report she was thanked by the Mayor and Council members. No action taken.
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Plan Commission
 - i. Ordinance #2020-05 Amending Chapter §385 Of The Municipal Code Relating To Permitted And Conditional Uses For Garden And Yard Equipment Sheds. MOTION: Moved by Kuhl, seconded by Petts to approve the ordinance as presented. VOICE VOTE: Motion carried.
 - ii. City of Waterloo Conditional Use Permit Request - To Allow For The Construction Of More Than One Dwelling Unit On Four Parcels Located In The Treyburn Farm Subdivision (Lots 1-3 & 60). MOTION: Moved by Petts, seconded by Schoenwetter to approve the conditional use permit as requested. VOICE VOTE: Motion carried.
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
9. ADJOURNMENT. Moved by Thomas, seconded by multiple to adjourn. Motion carried. Approximate time: 7:20 p.m.



Attest:
Mo Hansen, Clerk/Treasurer



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
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**NOTICE OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT UNDER PROVISIONS
OF CHAPTER §385-10 B (7) OF THE ZONING CODE OF THE CITY OF
WATERLOO, JEFFERSON COUNTY, WISCONSIN**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-10 B (7) of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of an application for a conditional use permit received from Larry Waldo for the property located at 612 Jefferson Street, Waterloo.

The applicant is requesting a conditional use permit to allow the construction of a 20' X 20' (400 sq. ft.) accessory building addition. A conditional use permit is required for additional garage space of this amount in a residential district.

The property is described as follows:

- Tax Parcel: #290-0813-0823-036
- Legal Description: LOT 2, CSM 4230-21-46, City of Waterloo, Jefferson County, WI
- Also known as 612 Jefferson Street

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **7:00 p.m. on Tuesday, July 28, 2020 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, August 6, 2020.

Morton J. Hansen

Morton J. Hansen
City Clerk/Treasurer

Pub: The Courier: July 16, 2020



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PARKS COORDINATOR REPORT

February 2020 – June 2020

EVENTS AND HIGHLIGHTS

- Most events cancelled to date
- Summer Concert Series
 - Great turnout and one of our biggest nights
- July 4th – “Windfall”

ONGOING PROJECTS

- SAND VOLLEYBALL COURTS
 - Lighting and Electrical - Done
 - Leveling and resurface - Fall
 - Rock and signage - Fall
- PAVILION & BATHROOM RENOVATIONS
 - Eagle Scouts – Late Summer
 - New Hand Dryers in Outdoor Bathrooms – Installed this week

FINISHED PROJECTS

- BASEBALL FIELD
 - Closed for the summer
- SEWER WORK
 - Complete – Road to be finished in 2-3 weeks
- MASON ENTRANCE
 - Complete

CAROUSEL

- KIOSK
 - Photos – To be added
 - Looking for options being outdoors
- CLOSED – Due to COVID-19 with volunteers and CDC Guidelines for Amusement Rides
 - No open date is set

PROJECTS FOR 2020

- Riverside Park
 - In process of property purchases & grant cycles

DONATION CAMPAIGNS

- FRIENDS OF FIREMEN'S PARK
 - 50/50 Raffle Tickets – 1st year program
 - Starting July 20th

GRANT OPPORTUNITIES

- 203 EAST MADISON STREET PROJECT
 - Safe Routes to Parks Grant – Riverwalk
 - Did not receive
 - DNR Grants
 - River conditions and land acquisition for 203 East Madison Street
 - Grant winners – Not known at this time
 - GWHF
 - Possible finishing grant for project

City of Waterloo Parks

Progress Report

7/7/2020 10:05 AM

MONTHLY REVENUE (ALL REVENUE SOURCES)													
	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	TOTAL 2020
Current YR Revenue (all sources) [1]	\$6,660	\$63,364	\$7,720	\$220	\$68,472	\$2,141	\$0	\$0	\$0	\$0	\$0	\$0	\$148,577
GOAL: Monthly Rev.	\$2,500	\$48,850	\$3,000	\$6,500	\$15,500	\$5,750	\$267,403	\$30,000	\$30,500	\$5,000	\$3,000	\$1,000	\$419,003
% of Goal	266%	130%	257%	3%	442%	37%	0%	0%	0%	0%	0%	0%	35%

Prior Yr Receipts	\$2,211	\$69,356	\$6,360	\$6,222	\$16,202	\$4,919	\$21,662	\$30,622	\$16,998	\$5,007	\$7,095	\$3,972	\$190,626
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SCHEDULED/PLANNED EVENTS (EVENT COUNT)													
	Jan 2020	Feb 2020	Mar 2020	Apr 2020	May 2020	Jun 2020	Jul 2020	Aug 2020	Sep 2020	Oct 2020	Nov 2020	Dec 2020	TOTAL 2020
WRT	5	4	4	1	1	4	2						21
FP - Outdoor Event					3	3	5	5	1				17
FP - Full Pavilion													0
FP - Upper Pavilion	2		1	4	6	2	4	4	4	4	2	1	34
FP - Lower Pavilion	1	1									1		3
FP - Bingo Hall					1	2	3	3	1				10
FP - Reunion Hall													0
FP - Roundhouse					2	1	2	1					6
FP - Bandstand Other													0
FP - Concession Bldg.					2	1			1				4
Other Park													0
Current YR Event-Days Count	8	5	5	5	15	13	16	13	7	4	3	1	95
Prior Yr Event Count	4	7	3	8	29	35	31	13	17	10	7	4	168
Yr/Yr Percent Comparison	200%	71%	167%	63%	52%	37%	52%	100%	41%	40%	43%	25%	57%
Canceled Events			3	5	15	9	8	10					

NOTES:
 [1] The bulk of budgeted property tax (\$62,750) is recognized in February & September [2] Computer Aid recognized in July - \$207,653
 **April - August do not yet include any baseball games played on main diamond or WYSO Events in Park.

Average Losses for each location Event

WRT	\$125	\$150	\$150	\$900	\$150	\$450	\$	1,925
Pavilion		\$4,500	\$3,725	\$3,000	\$8,000	\$4,000	\$	23,225
Park Event			\$2,200	\$3,600	\$2,500		\$	8,300
Other			\$1,200	\$400	\$800		\$	2,400
Total							\$	35,850

July 16, 2020

Reports of City Officials and Contract Service Providers

Submittal Note -- as of the posting these meeting materials, no monthly report submitted by:

- Fire & EMS



Invoice

Invoice Number: 0070415-IN
 Invoice Date: 06/30/20
 Terms: Net 30 Days
 Due Date: 07/30/20

Salesperson: 0000
 Customer Number: 11-WATERL2
 Customer P.O.:

CITY OF WATERLOO
 136 N MONROE STREET
 Waterloo, WI 53594-1198

WI - Invoicing

Fee Type	Amount Paid	Paid Date	Meritage %	Due to Meritage
Permit # 20WTRC-0059-20-04BEP	120 North Monroe Street, Waterloo, WI 53594			Commercial Alteration
Electrical- New Building/Additon.	55.00	06/05/20	60.00	33.00
Plumbing- New Building/Additior	55.00	06/05/20	60.00	33.00
Remodel- Commercial	135.00	06/05/20	60.00	81.00
20WTRC-0059-20-04BEP Subtotal				147.00
Permit # 20WTRC-0084-20-06E	736 East Madison Street, Waterloo, WI 53594			Electrical Permit
Electrical- Replacement & Misc.	50.00	06/03/20	60.00	30.00
20WTRC-0084-20-06E Subtotal				30.00
Permit # 20WTRC-0085-20-06E	504 Indian Hills Drive, Waterloo, WI 53594			Electrical Permit
Other Fee- Residential	80.00	06/04/20	60.00	48.00
20WTRC-0085-20-06E Subtotal				48.00
Permit # 20WTRC-0086-20-06B	106 Maple Drive, Waterloo, WI 53594			Accessory Structure (Residenti
Accessory Structure- Residentia	60.00	06/04/20	60.00	36.00
20WTRC-0086-20-06B Subtotal				36.00
Permit # 20WTRC-0087-20-06BEPH	564 South Jackson Street, Waterloo, WI 53594			Residential Alteration
Plumbing- New Building/Additior	69.75	06/04/20	60.00	41.85
Remodel- Residential	605.78	06/04/20	60.00	363.47
Electrical- New Building/Additon.	69.75	06/04/20	60.00	41.85
HVAC- New Building/Additon/Alt	69.75	06/04/20	60.00	41.85
20WTRC-0087-20-06BEPH Subtotal				489.02
Permit # 20WTRC-0088-20-06ES	413 East Madison Street, Waterloo, WI 53594			Early Start (Commercial Misc./
Erosion Control- Commercial	350.00	06/04/20	60.00	210.00
Early Start Permit- Commercial	165.00	06/04/20	60.00	99.00
20WTRC-0088-20-06ES Subtotal				309.00
Permit # 20WTRC-0089-20-06B	218 Beech Road, Waterloo, WI 53594			Deck
Other Fee- Residential	60.00	06/05/20	60.00	36.00
20WTRC-0089-20-06B Subtotal				36.00
Permit # 20WTRC-0090-20-06OS	184 South Washington Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water I	60.00	06/05/20	60.00	36.00

Continued



CITY OF WATERLOO

Invoice Number: 0070415-IN

Invoice Date: 06/30/20

Page: 2

Fee Type	Amount Paid	Paid Date	Meritage %	Due to Meritage
20WTRC-0090-20-06OS Subtotal				36.00
Permit # 20WTRC-0091-20-06OS		209 Harrison Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water I	60.00	06/05/20	60.00	36.00
20WTRC-0091-20-06OS Subtotal				36.00
Permit # 20WTRC-0092-20-06P		413 East Madison Street, Waterloo, WI 53594		Plumbing Permit - Commercial
Plumbing- New Building/Additior	487.69	06/09/20	60.00	292.61
New Construction OS Sewer & \	100.00	06/09/20	60.00	60.00
20WTRC-0092-20-06P Subtotal				352.61
Permit # 20WTRC-0094-20-06OS		503 Park Avenue, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water I	60.00	06/11/20	60.00	36.00
20WTRC-0094-20-06OS Subtotal				36.00
Permit # 20WTRC-0095-20-06OS		258 North Monroe Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water I	60.00	06/11/20	60.00	36.00
20WTRC-0095-20-06OS Subtotal				36.00
Permit # 20WTRC-0096-20-06E		214 South Washington Street, Waterloo, WI 53594		Electrical Permit
Electrical- Replacement & Misc.	50.00	06/15/20	60.00	30.00
20WTRC-0096-20-06E Subtotal				30.00
Permit # 20WTRC-0097-20-06P		136 Jefferson Street, Waterloo, WI 53594		Plumbing Permit
Plumbing- Replacement & Misc.	50.00	06/25/20	60.00	30.00
20WTRC-0097-20-06P Subtotal				30.00
Permit # 20WTRC-0098-20-06ESOS		230 Beech Road, Waterloo, WI 53594		Early Start (Residential Misc.)
Early Start Permit- Residential	135.00	06/26/20	60.00	81.00
Erosion Control - New - Resider	125.00	06/26/20	60.00	75.00
New Home OS Sewer & Water I	60.00	06/26/20	60.00	36.00
20WTRC-0098-20-06ESOS Subtotal				192.00
Permit # 20WTRC-0099-20-06B		212 Beech Road, Waterloo, WI 53594		Accessory Structure (Residential)
Accessory Structure- Residential	60.00	06/29/20	60.00	36.00
Other Fee- Residential	50.00	06/29/20	60.00	30.00
20WTRC-0099-20-06B Subtotal				66.00

WI - Invoicing

Summary Fee Type		
ItemCode	Description	Amount
/PERMITS	Building Permits	1,909.63
Total		1,909.63

Remit Payment to: SAFEBuilt, LLC
 3755 Precision Dr, Suite 140 Loveland, CO 80538

Net Invoice:	1,909.63
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	1,909.63

MONTHLY TIME REPORT

2020

JUNE

Chad Jeff Chris Travis

JOB	DPW		Chad	Jeff	Chris	Travis
Police Adm			0	0	0	0
Fire Dept			2	0	1	6
Mach/Equip			12	16.5	29.5	0
Garage/Shed			25	12	5.5	31.5
Meeting/Seminars			6	3	0	0
Street Repair/Maintenance			11	3	1	2
Street Cleaning			0	0	0	0
Snow & Ice		Reg Hrs	0	0	0	0
		OT Hrs	0	0	0	0
Storm Sewer			8	2	3	1
Traffic Control			30.5	37.5	26.5	5
Bridges/Culvers			0	0	0	0
Tree/Brush			16	13	41	26
Refuse Collection			8	20	4	1
Sanitary Sewer			3	0	0	0
Insect Control			0	0	0	0
Animal Control			0	0	0	0
Cemetary			0	2	5	15.5
Library			0	0	2	3.5
Firemans Park			20	13	15	1
Other Parks			24	35	19	44
Trail Head			0	3	0.5	5.5
Celeb/Enter			0	0	0	0
Weed Control			7	6	0	14
Vac/Holiday/SL			2.5	10	20	20

Machinery and Equipment Maintenance
2020 DPW

JUNE

		Mileage / Hours			TTI Fuel	GPH
DPW Equipment		Start	End	Total		
End loader	544	3654	3669	15	0	#DIV/0!
John Deere Tractor	2555	4594	4625	31	0	#DIV/0!
Wood Chipper		2616	2644	28	37.242	0.75
John Deere Lawn Tractor	1025	21	27.7	6.7	112.941	-10.33
John Deere	X750	1355	1394	39	112.941	-10.33
John Deere	X750-1	1212		-1212	112.941	-10.33
Wacker Roller		402	404	2	0	#DIV/0!
2010 International Truck	#1	21358	21448	90	16.284	5.53
2020 International Truck	#2	2527	2705	178	30.228	5.89
	#3	0	0	0	0	#DIV/0!
2017 Chevrolet Truck	#4	32181	33293	1112	114.828	9.68
2018 Frieghtliner Truck	#5	8181	8522	341	49.7114	6.86
2006 Elgin Pelican Street Sweeper		9830	9830	0	0	#DIV/0!
2011 Ford F-550 Truck	#6	35715	35981	266	68.558	3.88
2015 Frieghtliner Truck	#7	10815	10869	54	0	#DIV/0!
Bobcat Loader		420	435	15	0	#DIV/0!

WATERLOO POLICE DEPARTMENT

Report For Month Of June

COMPLAINTS

Family:	4
Off Road Vehicles:	0
Vandalism:	0
Minor Theft - Less Than \$500:	3
Major Theft - More Than \$500:	3
Burglary:	0
Doors Found Open:	0
Animal Case:	5
Late Bar Closing:	0
Alarms:	18
Lous Music/Parties:	3
Tavern Complaints:	0
Prowler Complaints:	2
Battery To Person:	0
Domestic Abuse:	3
Sexual Assault:	1
Runaways:	0
Worthless Checks:	1
All Other Complaints:	32
TOTAL COMPLAINTS	75

INQUIRIES/CHECKS

Registration Checks:	556
Drivers License Checks:	241
NCIC/CIB/VIN Checks:	13
Check Welfare:	5
TOTAL INQUIRIES/CHECKS	815

ACCIDENTS

More Than \$1,000:	2
Less Than \$1,000:	2
Pedestrian Accidents:	0
Bicycle Accidents:	0
Victims Injured:	0
Victims Killed:	0
TOTAL ACCIDENTS	4

ASSISTS

Assist Jefferson County:	1
Assist Dodge County:	3
Assist Dane County:	3
Assist Marshall Police:	3
Assist Fire/Rescue:	20
Assist Other Agencies:	5
Assist Public:	56
Assist With Escort:	1
Assist All Other:	1
TOTAL ASSISTS	93

MISCELLANEOUS

Investigations/Followups:	104
Traffic Control:	1
Radar Operations:	121
Special Assignment:	5
Speech/Presentations:	0
Serve Papers:	0
Other Miscellaneous:	5
TOTAL MISCELLANEOUS	236

WATERLOO POLICE DEPARTMENT

Report For Month Of June

TRAFFIC VIOLATIONS

MISDEMEANOR/CRIMINAL

WARNINGS

ARRESTS

WARNINGS

ARRESTS

Speeding:	13	2
Too Fast For Conditions:	0	0
Innattentive Driving:	0	0
Failure To Yield:	0	0
Stop Sign Violation:	0	0
Illegal Passing:	0	0
No Drivers License:	0	2
Illegal Parking:	5	17
Left Of Highway:	0	0
Operate While Intoxicated:	0	0
Unregistered Vehicle:	2	0
Driving Suspended/Revoked:	0	3
Hit And Run:	0	0
Illegal U-Turn:	0	0
Following Too Close:	0	0
Seatbelt Violation:	0	0
Off Road Vehicles:	0	0
Power Display:	0	0
Equipment Violations:	3	3
All Other Traffic:	2	4

Disorderly Conduct:	0	1
Underage Alcohol:	0	0
Warrants:	0	1
Theft:	0	0
Trespassing:	0	0
Breaking & Entering:	0	0
Vandalism:	0	0
All Other Misd/Criminal:	3	3

WARNINGS

ARRESTS

TOTALS

28

36

Hourly Breakdown

Patrol:	494.00
Investigations:	78.00
Radar:	87.00
Court Appearances:	0.00
Office:	248.45
Special Duties:	21.00
Schools/Training:	13.00
On Call:	0.00

TOTAL:

941.45

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
No Category						
	Blank Description	1	0	1	0	3
	Total for No Category:	1	0	1	0	3
ASSIST						
	Assist Citizen	4	1	11	5	24
	Assist Dane County Sheriff	1	0	3	0	3
	Assist Dodge County Sheriff	2	1	6	0	12
	Assist Jefferson County Sheriff	0	0	0	0	9
	Assist Marshall PD	4	2	9	4	34
	Assist Probabtion/Parole	1	0	5	0	1
	Assist Social Services	1	2	8	0	10
	Assist Watertown PD	0	0	1	0	0
	Assist Wisconsin State Patrol	0	0	0	0	1
	Civil Dispute	0	0	0	0	2
	Custody for Other Department	0	0	1	0	1
	EMS Calls	0	1	1	0	1
	Neighbor Problems	0	0	1	0	0
	Other Mutual Aid Assists	0	1	2	0	2
	Probation/Parole Check Ins	1	0	1	0	1
	Sex Offender Registration	0	0	0	0	1
	Total for ASSIST:	14	8	49	9	102
CRIMINAL						
	Bail Jumping/Escapes	0	0	1	0	1
	Burglary - Non-Residential/No Force	0	0	0	0	1
	Burglary - Residential/No Force	0	0	3	0	3
	Buy, Receive, Possess Stolen Property	0	0	0	0	1
	Computer Crimes	0	0	1	0	1
	Criminal Damage To Property/vandalism	1	2	7	2	15
	Disorderly Conduct - All Other	1	1	8	3	16
	Disorderly Conduct - Fight, Disturbance	0	0	0	3	10
	Disorderly Conduct - Noise	0	0	0	0	1
	Domestic Disturbance	3	1	13	0	12
	Domestic Offense - Child Abuse/Neglect	0	0	0	0	2
	Domestic Offense - Spousal Abuse/Fights	0	0	1	0	1
	Drug Investigations	0	1	6	0	6
	Drug Paraphernalia Possession	0	0	0	1	6
	Drug Possession	0	0	1	0	4
	Endanger Safety/Reckless Behavior	0	1	1	0	1
	Forcible Rape	0	0	0	0	1
	Forgery/Counterfeiting	0	0	0	0	1
	Fraud	0	3	6	0	7

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
CRIMINAL						
	Harassment - Harassing Telephone Calls	0	0	2	1	5
	Harassment - Threats	2	0	3	1	2
	Operate Vehicle Without Owner's Consent	2	0	3	0	0
	Other Sex Offenses	0	1	2	0	4
	Probation Hold	0	0	0	0	2
	Probation/Parole Violation	0	0	1	0	1
	Theft - All Other	2	0	4	3	14
	Theft - Bicycles	0	0	0	1	2
	Theft - From Building	0	0	2	0	5
	Theft - From a Motor Vehicle	0	0	5	0	2
	Theft - Retail/Shoplifting	1	0	5	0	9
	Trespassing	0	0	0	0	2
	Violation of Court/Restraining Order	0	0	1	1	1
	Worthless Checks - Less Than \$1000	1	0	1	0	2
	Worthless Checks - More Than \$1000	0	0	0	0	1
	Total for CRIMINAL:	13	10	77	16	142
ORDINANCE						
	Abandoned Property/Vehicle Violation	1	0	1	0	1
	All-Terrain Vehicle Violation	0	0	1	0	0
	Animal Bite	1	0	2	0	5
	Animal Licensing/Shots/Etc.	1	0	1	0	3

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
ORDINANCE						
	Animal Noise Complaint	0	0	0	0	2
	Animal Running at Large	0	0	0	1	5
	Contributing to Delinquency of a Minor	0	0	0	0	2
	Loitering	0	0	1	0	0
	Possession of Tobacco by Minor	0	0	0	0	1
	Public Nuisance Violations	0	1	1	0	1
	Truancy	0	0	0	0	2
	Under Age Drinking - Minor (Under 18)	0	0	0	0	1
	Total for ORDINANCE:	3	1	7	1	23
Other						
	Other Animal Calls - Dead, Etc.	1	0	2	0	3
	Receive Information	0	1	7	2	18
	Total for Other:	1	1	9	2	21

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
SERVICE						
	911 Disconnect (Hang-Up)	0	0	1	0	0
	Bond Poster for Other Department	0	0	0	0	1
	Death Investigation	0	0	3	0	3
	Emergency Commitment/Chapter 51	0	0	0	0	4
	Emergency Detention/Detoxification	0	2	3	0	5
	Found Items/Property	1	0	1	1	7
	Keep the Peace	0	0	0	0	2
	Runaway Juvenile	0	0	1	0	2
	Suspicious Person/Activity, Prowler	1	0	4	3	4
	Uncontrollable Juvenile	0	0	1	1	9
	Warrant Pickup - Other Agency	0	0	1	2	10
	Warrant Pickup - Waterloo	1	0	1	0	0
	Welfare Check	1	1	5	0	10
	Total for SERVICE:	4	3	21	7	57
TRAFFIC						
	Driver's License Violations (Ex OAS/OAR)	2	1	8	4	33
	Eluding Police Officer	1	0	1	0	0
	Illegal Turns	0	0	1	0	3
	Lane Violations - Left of Center, Etc.	0	0	0	0	1
	Motor Vehicle Insurance Violation	0	1	5	2	24
	OAS/OAR/Other License Violations	3	1	9	5	32
	Open Intoxicants - Driver	0	0	0	0	0
	Operate Motor Vehicle While Intoxicated	0	0	2	2	10
	Other Traffic Violations	0	0	1	0	0
	Parking Violation	0	1	16	6	55
	Power Display/Squeal Tires	0	0	0	0	1
	Registration/Title Violation	0	0	1	4	12
	Right of Way Violation	0	0	0	0	2
	Seatbelt Violation	0	0	0	1	17
	Speeding - School Zone	0	0	1	0	3
	Speeding Violation	2	1	11	4	40
	Stop Sign/Signal Violation	0	0	3	1	23
	Tow Vehicle	0	0	1	1	2
	Traffic Accident - Hit and Run (Damage)	1	1	5	0	9
	Traffic Accident - Non-Reportable	2	0	5	0	5
	Traffic Accident - Personal Injury	0	0	0	0	1
	Traffic Accident - Property Damage	0	3	11	3	18
	Traffic Obstruction/Debris on Highway	0	0	1	0	0

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
TRAFFIC						
	Vehicle Equipment Violation - Lights	0	0	2	3	11
	Vehicle Equipment Violation - Other	0	1	3	0	2
	Warning - 5 Day Equipment Violation	0	0	0	0	1
	Total for TRAFFIC:	11	10	87	36	305
	Grand Totals:	47	33	251	71	653

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
06/01/2020	06/30/2020		ALL

Title	Notes	Date	Time	Officer
Found property	Subject turned in money found on North Monroe Street. Officer took money for safe keeping.	06/01/2020		
Traffic accident.	Report of vehicle striking parked car in parking lot. Officer took report.	06/02/2020		
Suspicious person.	Subject reports being propositioned by unknown subject while taking the dog for a walk. Officers collected information and checked area with no matching description found.	06/03/2020		
Worthless checks.	Officer received report of subject writing checks to local business that came back due to account closed. Suspect contacted and given two weeks to pay for checks or report will be forwarded to District Attorney's Office.	06/03/2020		
Probation violation.	Officer had contact with subject that appeared to under the influence of illegal substance. Subject was on probation. Probation officer was contacted and requested subject be taken into custody. Subject arrested and transported to Jefferson County Jail.	06/05/2020		
Theft-all other.	Report of items taken from residence. Investigation continuing.	06/06/2020		
Traffic accident.	Report of vehicle driving off roadway striking a post and mailbox. Officer took report. Driver issued citations.	06/07/2020		
Assist citizen.	Complainant reports wanting subject removed who is refusing to leave residence. Officer made contact at residence. Subject taken to police department to arrange a ride back home.	06/07/2020		
Fleeing from officer.	Officer attempted to make a traffic stop on vehicle. Vehicle did not stop immediately. When vehicle did stop, driver fled from scene. Investigation continuing.	06/07/2020		
No valid driver's license	Officer ran registration on a vehicle and observed the registered owner did not possess a valid driver's license. Vehicle was stopped and when officer checked driver's information, officer verified the driver did not possess a valid driver's license. Subject arrested and issued citation.	06/08/2020		
Assist citizen.	Officer received report from complainant of an relative stealing their identity to obtain utility services. Officer spoke with both subjects. Case was found to be a civil matter. Case closed.	06/08/2020		
Theft-all other	Report of item being taken from residence by unknown subject. Investigation continuing.	06/11/2020		
Custody-warrant.	Subject came to the police department to turn self in on a warrant issued by Waterloo. Subject taken into custody and transferred to custody of Jefferson County deputy for transport to jail.	06/11/2020		
Retail theft.	Report of a subject twice in less than a week that took items from store without paying for them. Officer took report. Upon investigation, suspect was located in jail on another retail theft from Watertown. Report to be forwarded to District Attorney's Office for charges.	06/11/2020		
Assist Marshall.	Officer requested to assist Marshall Police Department in investigating robbery. Officer assisted.	06/11/2020		
Probation checkin.	Subject stopped in at police department as required by his probation agent. Officer took information.	06/12/2020		
No vehicle insurance.	Subject was issued a warning to show current proof of insurance for motor vehicle. Subject has made no attempt to clear warning. Subject arrested and issued citation.	06/12/2020		
Operate after suspension.	Officer ran registration on vehicle traveling on roadway. Officer learned registered owner did not possess a valid license. Driver arrested and issued citations.	06/13/2020		
Animal complaint.	Report of a sickly looking raccoon wandering in parking lot during the day. Animal was located and dispatched animal.	06/13/2020		
Assist Marshall.	Officer requested to assist Marshall Police Department with damage to residence. Officer assisted.	06/13/2020		
No vehicle insurance.	Subject was given a warning to show proof of insurance on vehicle. Subject has made no attempt to clear warning. Subject arrested and issued citation.	06/13/2020		
Parking violation.	Subject was issued a parking citation and has made no attempt to pay for citation. Parking citation voided and state citation issued for violation.	06/14/2020		
Parking violation.	Subject was issued a parking citation and has made no attempt to pay for citation. Parking citation voided and state citation issued for violation.	06/14/2020		

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
06/01/2020	06/30/2020		ALL

Title	Notes	Date	Time	Officer
Threats.	Complainant reports being threatened by spouse. Officer made contact with subjects. Upon further investigation, comments were verbal and not directed specifically at complainant. Case closed.	06/15/2020		
Assist citizen.	Subject requested assistance in retrieving items from residence. Officer did speak with subject and residents at home. Is a civil matter. Case closed.	06/15/2020		
Parking violation.	Subject received a parking citation and has made no attempt to pay for citation. Parking citation voided and state citation issued for violation.	06/15/2020		
Parking violation.	Subject was issued a parking citation and has made no attempt to pay for citation. Parking citation voided and state citation issued for violation.	06/16/2020		
Assist Dane County.	Officer requested to assist Dane County in making contact at residence in the city regarding a traffic issue. Officer assisted.	06/16/2020		
Assist social services.	Officer received report of inappropriate contact between juveniles. Investigation continuing.	06/17/2020		
Assist Marshall.	Officer requested to assist with extremely intoxicated person in Marshall. Officer assisted.	06/17/2020		
Parking violation.	Subject was issued a parking citation and has made no attempt to pay citation. Parking citation voided and state citation issued for violation.	06/17/2020		
Assist Dodge County	Officer requested to assist with a traffic accident in Dodge County. Officer assisted.	06/17/2020		
Damage to property.	Report of construction equipment being damaged by unknown subjects. Investigation continuing.	06/18/2020		
Dog bite.	Report of owner of dogs being bitten by dogs while owner was separating dogs. Owner contacted and advised of required quarantine and vet visits.	06/19/2020		
Stolen vehicle.	Report of vehicle being taken from parking lot by unknown subject. Vehicle entered into state system. Investigation continuing.	06/19/2020		
Speeding.	Officer observed subject speeding and verified speed with radar. Subject arrested and issued citations.	06/21/2020		
Assist Dane County.	Officer advised of injured deer in Dane County. Officer assisted in dispatching animal.	06/21/2020		
Operate while suspended.	Officer had subject on a traffic stop. Upon checking driver's status, officer learned driver's status was suspended. Subject arrested and issued citation.	06/21/2020		
Disorderly conduct.	Report of possible physical altercation at residence. Officers made contact. Subjects in residence interviewed. One subject arrested and was bonded out.	06/22/2020		
No muffler.	Subject was issued a warning to repair muffler on vehicle. Subject has made no attempt to clear warning. Subject arrested and issued citation.	06/23/2020		
Assist citizen.	Subject had questions regarding a child custody issue. Officer provided what information he could.	06/24/2020		
Hit and Run Accident.	Report of mailbox and posts being struck by unknown vehicle. Investigation continuing.	06/24/2020		
Domestic disturbance.	Report of altercation occurring at residence. Officers made contact and spoke with subjects. Incident was just verbal. Parties warned and separated for evening.	06/25/2020		
Welfare check.	Officer requested to check welfare of subject who possibly posted suicidal comments on social media. Officers made contact with subject. Subject stated they were not suicidal and felt fine. Case closed.	06/25/2020		
Speeding.	Officer observed subject speeding and verified speed with radar. Subject arrested and issued citation.	06/25/2020		
Abandoned vehicle	Manager of apartments advised of a vehicle left in lot for past few days and does not belong to a tenant. Officer issued parking citation and manager contacted tow company.	06/26/2020		
Operate after suspension.	Officer had subject on a traffic stop. Upon checking driver's status, officer learned subject's license was suspended. Subject arrested and issued citations.	06/26/2020		
Assist Dodge County.	Officer requested to assist with an accident in Dodge County. Officer assisted.	06/26/2020		
Disorderly conduct.	Subject reports vehicle driving by and driver yelling derogatory remarks out the window. Investigation continuing.	06/27/2020		
Traffic accident.	Report of vehicle striking parked vehicle and left the scene. Officer gathered information. Driver located. Officer completed report.	06/27/2020		

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
06/01/2020	06/30/2020		ALL

Title	Notes	Date	Time	Officer
No motorcycle license	Officer had motorcyclist stopped on a traffic stop. Upon checking driver's status, officer learned subject did not have a motorcycle endorsement on license. Subject arrested and issued citation.	06/27/2020		
Domestic disturbance	Report of possible physical altercation at residence. Officers made contact. One subject arrested and posted bond at police department.	06/27/2020		
Stolen vehicle.	Report of vehicle being taken from parking lot. Vehicle entered into system. Investigation continuing.	06/28/2020		

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/16/2020	06/16/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	Ticket		Officer/Court Type
06/16/20 11:00 AM	DAHLKE,TRENT,M 211 GREGOR ST WATERLOO WI, 53594	DOB: 10/12/73 Age: 46	No: T-BF358451-2 Issued: 05/13/20 Inc #: 20-000181	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.87	Unsafe Backing of Vehicle	\$25.00	\$0.00

06/16/20 11:00 AM	DAHLKE,TRENT,M 211 GREGOR ST WATERLOO WI, 53594	DOB: 10/12/73 Age: 46	No: T-BF358452-3 Issued: 05/13/20 Inc #: 20-000181	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$45.00	\$0.00

06/16/20 11:00 AM	HARGARTEN, TYLER, M 204 ANNA STREET 206 WATERLOO WI, 53594	DOB: 10/07/98 Age: 21	No: T-BC845802-6 Issued: 11/21/19 Inc #: 19-000598	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$45.00	\$0.00

06/16/20 11:00 AM	QUIMBY,DAMON,SCOTT 790 LEXINGTON WAY WATERLOO WI, 53594	DOB: 01/18/97 Age: 23	No: T-BF358454-5 Issued: 05/22/20 Inc #: 20-000191	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*346.57(5)	SPEED IN EXCESS OF POSTED	\$45.00	\$0.00

06/16/20 11:00 AM	RAMOS,KIMBERLY 299 VAN BUREN ST WATERLOO WI, 53594	DOB: 01/14/02 Age: 18	No: C-1F80PBQ6R5 Issued: 05/01/20 Inc #: 20-000173	BOLLIG,RANDY,P JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*278-1-943.01(1)	CRIMINAL DAMAGE TO PROPERTY	\$95.00	\$0.00

06/16/20 11:00 AM	RAMOS,KIMBERLY 299 VAN BUREN ST WATERLOO WI, 53594	DOB: 01/14/02 Age: 18	No: C-1F80PBQ6R6 Issued: 05/20/20 Inc #: 20-000173	BOLLIG,RANDY,P JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*278-1-946.41/O	OBSTRUCTING AN OFFICER	\$95.00	\$0.00

06/16/20 11:00 AM	SALAS CASILLAS,RAUL,*NMI* 707 PIERCE STREET WATERLOO WI, 53594	DOB: 10/16/87 Age: 32	No: T-BF358453-4 Issued: 05/21/20 Inc #: 20-000190	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
*343.44(1)	OPER AFT REVOK/SUSP 1ST	\$45.00	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/16/2020	06/16/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	Ticket	Officer/Court Type
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Ticket Count: 7

Total Fines:	\$395.00
Total Payments:	\$0.00
Total Due:	\$395.00

WATERLOO POLICE DEPARTMENT
 PARKING CITATIONS JUNE, 2020

Date	Payment	Method	Receipt	Location	Last	First	CitationNumber
6/15/2020	20.00	Cash	012743	Counter	Ramos	Regino	015499
6/16/2020	20.00	Check	012745	Drop Box	Pingel	Megan	015303
6/18/2020	20.00	Cash	012747	Drop Box	Sillman	Paul	015302
6/22/2020	20.00	Cash	012749	Drop Box	Haag	Nicole	015500
6/23/2020	20.00	Cash	012752	Counter	Rodriguez	Jesus	015301
6/23/2020	60.00	Check	012751	Mail	Bates	TAMMERA	015495
6/23/2020	20.00	Check	012750	Drop Box	Morel	Gustava	015304
6/29/2020	20.00	Cash	012759	Counter	Flynn	Autumn	015309
6/29/2020	20.00	Cash	012758	Counter	Powers	Troy	015312
6/29/2020	20.00	Cash	012756	Drop Box	Jurss	Dean	015483
6/29/2020	20.00	Check	012755	Mail	Ruehlow	Barbara	015307
6/29/2020	20.00	Cash	012754	Drop Box	Ernsting	Gregory	015306

TOTAL DUE 280.00

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: June YEAR: 2020

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07/09/2020
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2015 FORD SUV

Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
06/01/2020	64,614	8.0	\$14.00		
06/02/2020	64,687	6.8	\$11.98		
06/04/2020	64,771	7.8	\$14.50		
06/04/2020	64,855	7.4	\$13.97		
06/05/2020	64,933	6.3	\$12.04		
06/06/2020	65,020	7.4	\$14.00		
06/07/2020	65,095	8.6	\$16.25		
06/08/2020	65,179	10.0	\$21.00		
06/09/2020	65,261	8.1	\$17.00		
06/10/2020	65,322	6.3	\$13.17		
06/11/2020	65,398	7.0	\$14.75		
06/12/2020	65,624	7.6	\$16.00		
06/13/2020	65,545	6.1	\$12.72		
06/13/2020	65,609	6.8	\$15.20		
06/14/2020	65,673	6.2	\$13.01		
06/15/2020	65,759	8.6	\$17.21		
06/16/2020	65,825	7.2	\$15.01		
06/17/2020	65,886	5.8	\$12.13		
06/18/2020	65,937	6.5	\$13.62		
06/19/2020	66,025	7.7	\$16.98		
06/19/2020	66,103	7.3	\$16.09		
06/20/2020	66,164	6.8	\$15.01		
06/21/2020	66,248	10.0	\$22.00		
06/22/2020	66,297	5.7	\$12.03		
06/23/2020	66,386	7.6	\$16.00		
06/24/2020	66,466	7.7	\$17.00		
06/25/2020	66,530	7.6	\$16.75		
06/26/2020	66,594	7.0	\$14.70		
06/27/2020	66,661	6.0	\$12.52		
06/28/2020	66,724	6.9	\$14.42		
06/29/2020	66,795	6.9	\$14.58		
06/30/2020	66,876	7.5	\$15.79		

BEGINNING MONTHLY MILEAGE:	64,564.0	MILES
ENDING MONTHLY MILEAGE:	66,929.0	MILES
TOTAL MILES DRIVEN:	2,365.0	MILES
TOTAL FUEL ADDED:	233.2	GALLONS
TOTAL FUEL COSTS:	\$481.43	
MILES PER GALLON:	10.1	M.P.G.
TOTAL MAINTENANCE COSTS:		

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: June YEAR: 2020

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2017 FORD SUV

Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
06/01/2020	24,850	9.1	\$16.03		
06/04/2020	24,944	9.5	\$18.13		
06/06/2020	25,066	11.0	\$2,088.00		
06/08/2020	25,195	10.1	\$21.23		
06/12/2020	23,315	11.0	\$23.14		
06/17/2020	25,415	10.5	\$22.00		
06/21/2020	25,523	9.8	\$20.51		
06/25/2020	25,613	9.1	\$20.00		

BEGINNING MONTHLY MILEAGE:	24,833.0	MILES
ENDING MONTHLY MILEAGE:	25,678.0	MILES
TOTAL MILES DRIVEN:	845.0	MILES
TOTAL FUEL ADDED:	80.1	GALLONS
TOTAL FUEL COSTS:	\$2,229.04	
MILES PER GALLON:	10.5	M.P.G.
TOTAL MAINTENANCE COSTS:		

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: June YEAR: 2020

2020 FORD SUV

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Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
06/11/2020	1,242	11.7	\$24.63		

BEGINNING MONTHLY MILEAGE:	1,030.0	MILES
ENDING MONTHLY MILEAGE:	1,450.0	MILES
TOTAL MILES DRIVEN:	420.0	MILES
TOTAL FUEL ADDED:	11.7	GALLONS
TOTAL FUEL COSTS:	\$24.63	
MILES PER GALLON:	35.9	M.P.G.
TOTAL MAINTENANCE COSTS:		

** COVID-19 Began in March 2020 we closed library doors on March 16th

Regular meeting of the Waterloo Water & Light Commission held July 7, 2020

The meeting was called to order by President Tom Bergan at 7:00pm at the Waterloo Utilities office. Present were Commissioners Randie Lange, Devin Schumann, Tim Thomas, Superintendent Barry Sorenson, Lineman Evan Pratt, Office Manager Joy Bisco. Absent Vern Butzine.

Minutes

It was moved by Schumann, seconded by Lange, to approve the minutes of the June 9, 2020 meeting. Motion carried.

Expenditures

It was moved by Thomas, seconded by Schumann, to approve the payment of the June bills as presented. Motion carried.

Citizen Input

None.

Electric Bonds

It was moved by Thomas, seconded by Lange, to approve the borrowing of \$4,365,000 in utility bonds for the electric project. Motion carried.

WWTP/Water Scada and Other Upgrades

Discussed the WWTP and Water Scada upgrades, booster station upgrades on Hiawatha, and fire pumps at Well 2. The mixing station at the WWTP will be going out to bid August 1st, with an anticipated installation date of December 20/January 21.

Update on Electric Project

Southwest loop went live 7/2 which included Trek. The East loop should be completed in July. Substation transformers are out to bid.

City loan plan for lead service replacement

The Commissioners were advised of a 0% loan being offered to residents by the City to have their private lead water service replaced.

PSC moratorium extension ending

The Commissioners were advised that the PSC has ruled the extended moratorium due to the public health emergency will expire on July 25th and utilities will be able to disconnect past due accounts on that date.

It was moved by Thomas, seconded by Schumann, to adjourn. Motion carried.

Respectfully submitted,
Devin Schumann
Acting Secretary

List of Bills

APG of Southern Wisconsin	33.63	Payment Service Network	12.95
Brooks Tractor	470.64	Piggly Wiggly	102.70
Border States	48,326.28	Pitney Bowes	300.00
BP Credit Card Center	671.48	Payroll	74,614.16
C&M Hydraulic Tool	175.51	Petty Cash	124.49
Charter Communications	94.99	Portland Sanitary District	8,533.84
City of Waterloo Treasurer	110,157.80	Resco	4,351.20
Diverse Electric LLC	687.00	SEERA	1,264.53
Dunneisen Excavating LLC	70.00	Stella-Jones Corp	13,281.00
Electro Tech Inc	739.60	Gary & Diann Skalitzky	700.00
F&M Bank	206.20	S&S Plumbing	5,100.00
Frontier	369.51	Traveling Joe	500.00
Forster Electrical Engineering	3,241.75	Town & Country	4,145.00
GFC Leasing	77.00	United Liquid Waste	937.50
Grainger	826.40	Utility Sales and Service	463.45
Hawkins	6,614.67	US Cellular	477.07
Infosend	857.90	Unifirst Corp	661.53
Irby	4,731.60	Visa	1,245.86
Jefferson County Register of Deeds	60.00	Watson Ace	25.08
Keeping Safety Simple	3,600.00	Waterloo Utilities	10,312.69
Kyle & Jodi Joas	400.00	Waterloo Building Center	63.25
Jeff Krueger Construction	4,175.00	Waterloo Marshall Food Pantry	1,850.00
Kunkel Engineering Group	741.94	Waterloo School District	1,850.00
Laurie Link	500.00	Wisconsin DNR	2,922.20
McKay Nursery	120.00	Wesco Distribution Inc	5,695.61
MP Systems	56,422.70	WE Energies	336.02
NAPA of Waterloo	41.99	Wisconsin Dept. of Revenue	11,399.82
Northern Lake Service	32.00	Wisconsin State Lab	26.00
Neitzel Auto & Hardware	941.98	WPPI Energy	209,612.98
		Zak Enterprises	135.00

Total Disbursements \$606,431.50

Checking Account #102-613:

Balance 5/31/20	\$34,506.40
Transfer	400,000.00
Disbursements	(396,599.37)
Interest	8.11
Service Charge	(24.37)
Balance 6/30/20	<u>\$37,890.77</u>

WWTP Account #374-547 (DNR Replacement Fund)

Balance 5/31/20	\$123,929.29
Deposit	6,000.00
Transfer for Expenses	
Interest	34.07
Balance 6/30/20	<u>\$129,963.36</u>

Debt Service Account #3015323:

Balance 5/31/20	\$309,819.29
Deposit	54,518.00
Bond Payment	
Interest	68.55
Balance 6/30/20	<u>\$364,405.84</u>

Money Market Account #110-832:

Balance 5/31/20	728,822.82
Deposits	527,314.69
Transfer	(460,518.00)
Disbursements	(209,612.98)
Interest	174.85
Service Charge	(194.78)
Balance 6/30/20	<u>\$585,986.60</u>

Transportation Fund

Balance 5/31/20	\$88,498.98
Transfer	
Balance 6/30/20	<u>\$88,498.98</u>

Construction Account:

Balance 5/31/20	0.00
Construction Payment	
Balance 6/30/20	<u>\$0.00</u>

CD #614470 (Bond Reserve):

Balance 5/31/20	114,610.81
Interest	
Balance 6/30/20	<u>\$114,610.81</u>

CD #613386 (Bond Reserve):

Balance 5/31/20	210,424.31
Interest	
Balance 6/30/20	<u>\$210,424.31</u>

WWTP CD #2875 (DNR Replacement Fund):

Checking Account #102-613:	\$611,081.86
Interest	
Balance 6/30/20	<u>\$611,081.86</u>

2019-2021 OPERATOR'S LICENSES -- COUNCIL APPROVAL 04-03-2020

LAST NAME	FIRST NAME	MI	HOUSE #	STREET NAME	CITY	VIOLATIONS	NEW/RENEW	LICENSE #	EMPLOYER
ALBRECHT	JUANITA	M	W10710	YELK LA	WATERLOO		NEW	091"OP"2019/2021	STUBBY'S BOWL

RESOLUTION PROVIDING FOR THE SALE OF
\$4,365,000 COMBINED UTILITY REVENUE BONDS, SERIES 2020D

WHEREAS, the City of Waterloo, Jefferson County, Wisconsin (the "City") is presently in need of approximately \$4,365,000 for the public purpose of acquiring and constructing additions, extensions and improvements to the City's Combined Utility, specifically an electric substation as well as two loops; and

WHEREAS, it is desirable to borrow said funds through the issuance of combined utility revenue bonds pursuant to Section 66.0621, Wis. Stats.;

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Issuance of the Bonds. The City shall issue its Combined Utility Revenue Bonds, Series 2020D, in the aggregate principal amount of approximately \$4,365,000 (the "Bonds") for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids or proposals for purchase of the Bonds as may have been received and take action thereon.

Section 3. Notice of Bond Sale. The City Clerk be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete, official Notice of Bond Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk shall cause an Official Statement concerning this issue to be prepared by Ehlers & Associates, Inc. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Passed and approved this 16th day of July, 2020.

Jenifer Quimby
Mayor

Attest:

Morton J. Hansen
City Clerk

July 16, 2020

Pre-Sale Report for

City of Waterloo, Wisconsin

\$4,365,000 Combined Utility Revenue Bonds,
Series 2020D



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Dawn Gunderson Schiel, CPFO, Senior Municipal Advisor
David Ferris, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

RESOLUTION #2013-18

03/21/2013

**AUTHORIZING PROJECT FUNDING FOR REDEVELOPMENT OF 333 W MADISON STREET
FOR CDBG MATCHING FUND PURPOSES AND OTHER REDEVELOPMENT PURPOSES,
AND TO INITIATE AN APPLICATION TO BORROW \$1,000,000 FROM THE BOARD OF
COMMISSIONERS OF PUBLIC LANDS FOR SAID PURPOSES**

2.75%

PAYMENT	PRINCIPAL	INTEREST	TOTAL	DATE	CHECK #	AMOUNT	LOAN
DUE	DUE		PRINCIPAL	PAID		PAID	BALANCE
DATE			INTEREST				DUE
			DUE				
							\$ 900,000.00
3/15/2014	\$ 85,922.81	\$ 17,426.71	\$ 103,349.52	3/6/2014	#42138	\$ 103,349.52	\$ 814,077.19
3/15/2015	\$ 80,962.40	\$ 22,387.12	\$ 103,349.52	3/11/2015	#43697	\$ 103,349.52	\$ 733,114.79
3/15/2016	\$ 83,133.63	\$ 20,215.89	\$ 103,349.52	3/2/2016	#45172	\$103,349.52	\$ 649,981.16
3/15/2017	\$ 85,475.04	\$ 17,874.48	\$ 103,349.52	2/16/2017	#46726	\$ 103,349.52	\$ 564,506.12
3/15/2018	\$ 87,825.60	\$ 15,523.92	\$ 103,349.52	3/15/2018	#48226	\$ 103,349.52	\$ 476,680.52
3/15/2019	\$ 90,240.81	\$ 13,108.71	\$ 103,349.52	3/15/2019	#49869	\$ 103,349.52	\$ 386,439.71
3/15/2020	\$ 92,693.31	\$ 10,656.21	\$ 103,349.52	2/10/2020	#51487	\$ 103,349.52	\$ 293,746.40
3/15/2021	\$ 95,271.49	\$ 8,078.03	\$ 103,349.52				\$ 198,474.91
3/15/2022	\$ 97,891.46	\$ 5,458.06	\$ 103,349.52				\$ 100,583.45
3/15/2023	\$ 100,583.45	\$ 2,766.04	\$ 103,349.49				\$ (0.00)
TOTALS	\$ 900,000.00	\$ 133,495.17	\$ 1,033,495.17				

TID #2 still owes \$293,746.40 on overall loan with payments until 2023. Loan funded developer incentives for Assisted Living Facility, 217 North Monroe Apartments and 565 West Madison St

Principle and interest on this TID #2 loan is paid solely from TID #2 revenue sources including the 565 West Madison St revenue guarantee

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$4,365,000 Combined Utility Revenue Bonds, Series 2020D

Purposes:

The proposed issue includes financing for the following purposes:

- Finance Electric Utility Substation and SW and East Loop. Debt service will be paid from electric, sewer, and water revenues.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s):

- 66.0621

The Bonds are not general obligations of the City but are payable only from and secured by a pledge of income and revenue to be derived from the operation of the Electric, Sewer and Water System.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on November 1 in the years 2022 through 2040. Interest is payable every six months beginning May 1, 2021.

The Bonds will be subject to prepayment at the discretion of the City on November 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:

We recommend selling this issue non-rated as the cost of the rating as the City has not previously had a rating on their revenue bonds.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- Net system revenues available for debt service that provide sufficient coverage for the estimated principal and interest payments of the proposed Bonds and existing parity debt.
- The City's current practice is to finance utility projects with the issuance of revenue bonds.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks.

We will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Bonds, any premium amount received that is in excess of the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids, but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to "term up" some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. In the event that the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent

to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

Because the Bonds tax-exempt obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be defined in the Tax Exemption Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or contract with Ehlers to assist you.

Investment of Bond Proceeds:

To maximize interest earnings we recommend using an SEC registered investment advisor to assist with the investment of bond proceeds until they are needed to pay project costs. Ehlers is a registered investment advisor, and can assist the City in developing an appropriate investment strategy if needed.

Risk Factors:

Utility Revenue: The City expects to pay the Bond debt service with:

- Electric, Sewer, and Water Revenues

In the event utility revenues are insufficient to pay debt service, the City Council is committing to consider appropriating funds from any other available sources in an amount sufficient to cover the shortfall. If it chooses to do so, the City may levy a tax to make up a shortfall. Any

amount levied for this purpose is exempted from levy limits. While the City is not required to appropriate the funds necessary to remedy any shortfall in revenues needed to pay debt service, failure to do so would result in either a lack of access to capital markets in the future, or access at a substantially higher cost.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Quarles & Brady LLP

Paying Agent: Bond Trust Services

Rating Agency: This issue will not be rated.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by City Council:	July 16, 2020
Distribute Official Statement:	Week of August 10, 2020
City Council Meeting to Award Sale of the Bonds:	August 20, 2020
Estimated Closing Date:	September 10, 2020

Attachments

Estimated Sources and Uses of Funds
Estimated Proposed Debt Service Schedule
Estimated Coverage Calculation
Bond Buyer Index

EHLERS' CONTACTS

Dawn Gunderson Schiel, Senior Municipal Advisor	(262) 796-6166
David Ferris, Municipal Advisor	(262) 796-6194
Peter Curtin, Public Finance Analyst	(262) 796-6187
Kathy Myers, Financial Analyst	(262) 796-6177

The Preliminary Official Statement for this financing will be sent to the City Council at their home or email address for review prior to the sale date.

City of Waterloo, WI

Electric Utility Capital Improvements Financing Plan

	Preliminary 2020
	Revenue Bonds
	2019 - 2021 Electric Projects
CIP Projects ¹	
Electric	4,499,000
Subtotal Project Costs	4,499,000
CIP Projects ¹	4,499,000
Less Other Available Revenues	
Cash Available	(498,327)
ERF Funds	-
Net Borrowing Requirement	4,000,673
Debt Service Reserve	
Debt Service Reserve Funds On Hand	(323,469)
New Debt Service Reserve Requirement	564,316
Subtotal Reserve Fund Requirement	240,847
Underwriter's Premium (built into rates)	0
Estimated Issuance Expenses	132,778
TOTAL TO BE FINANCED	4,374,297
Estimated Interest Earnings	0.50% (11,200)
Assumed spend down (months)	6
Rounding	1,903
NET BOND SIZE	4,365,000

City of Waterloo, WI

Utility Projected Debt Service Payments (Including Proposed 2020 Bonds)

NAME		Utility Revenue Bonds Revenue Bonds, 2020A			PROPOSED Utility Debt Service Summary				
AMT	\$4,365,000								
DATED	9/10/2020								
MATURE	11/1								
RATE	0.00%								
Year	Principal	Rates	Interest	Total	Total Prin	Total Int	Total P&I	Prin Outstanding	Year
2020					0	0	0		2020
2021			116,898	116,898	0	116,898	116,898	4,365,000	2021
2022	50,000	1.30%	102,393	152,393	50,000	102,393	152,393	4,315,000	2022
2023	200,000	1.35%	101,743	301,743	200,000	101,743	301,743	4,115,000	2023
2024	210,000	1.45%	99,043	309,043	210,000	99,043	309,043	3,905,000	2024
2025	220,000	1.55%	95,998	315,998	220,000	95,998	315,998	3,685,000	2025
2026	220,000	1.75%	92,588	312,588	220,000	92,588	312,588	3,465,000	2026
2027	220,000	1.80%	88,738	308,738	220,000	88,738	308,738	3,245,000	2027
2028	220,000	2.00%	84,778	304,778	220,000	84,778	304,778	3,025,000	2028
2029	220,000	2.10%	80,378	300,378	220,000	80,378	300,378	2,805,000	2029
2030	220,000	2.25%	75,758	295,758	220,000	75,758	295,758	2,585,000	2030
2031	225,000	2.45%	70,808	295,808	225,000	70,808	295,808	2,360,000	2031
2032	230,000	2.45%	65,295	295,295	230,000	65,295	295,295	2,130,000	2032
2033	240,000	2.45%	59,660	299,660	240,000	59,660	299,660	1,890,000	2033
2034	240,000	2.60%	53,780	293,780	240,000	53,780	293,780	1,650,000	2034
2035	240,000	2.60%	47,540	287,540	240,000	47,540	287,540	1,410,000	2035
2036	250,000	2.60%	41,300	291,300	250,000	41,300	291,300	1,160,000	2036
2037	260,000	3.00%	34,800	294,800	260,000	34,800	294,800	900,000	2037
2038	300,000	3.00%	27,000	327,000	300,000	27,000	327,000	600,000	2038
2039	300,000	3.00%	18,000	318,000	300,000	18,000	318,000	300,000	2039
2040	300,000	3.00%	9,000	309,000	300,000	9,000	309,000	0	2040
2041					0	0	0	0	2041
2042					0	0	0	0	2042
TOTALS	4,365,000		1,365,493	5,730,493	4,365,000	1,365,493	5,730,493		TOTALS

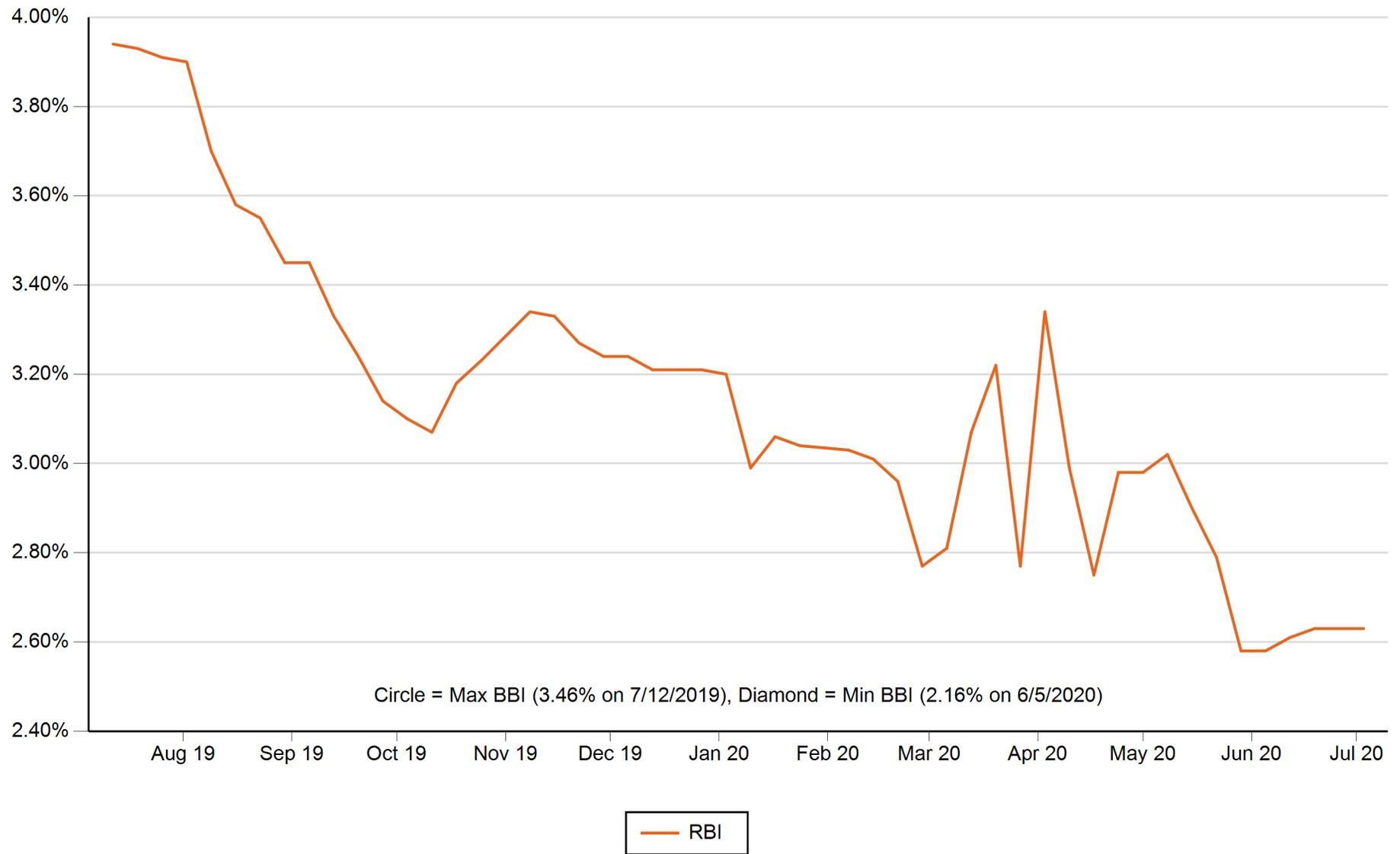
Light & Water Utilities Statement of Projected Revenue Bond Coverage

City of Waterloo, WI

Year	Total Operating Revenues	Less: Total O&M Expense	Amount Available for Debt Service	Existing Rev Debt	Future Rev Debt (2020-		Total Debt Service	Coverage	Capacity
				Total	Total	2020 Rev Bonds			
2019	5,842,080	(4,230,607)	1,611,473	651,311			651,311	2.47	637,867.23
2020	5,842,080	(4,230,607)	1,611,473	662,891	-		662,891	2.43	626,287.53
2021	5,842,080	(4,230,607)	1,611,473	648,183	116,898	116,898	765,081	2.11	524,097.49
2022	5,842,080	(4,230,607)	1,611,473	632,474	152,393	152,393	784,867	2.05	504,311.73
2023	5,842,080	(4,230,607)	1,611,473	265,920	301,743	301,743	567,662	2.84	721,516.02
2024	5,842,080	(4,230,607)	1,611,473	262,925	309,043	309,043	571,967	2.82	717,210.93
2025	5,842,080	(4,230,607)	1,611,473	259,929	315,998	315,998	575,927	2.80	713,251.49
2026	5,842,080	(4,230,607)	1,611,473	261,783	312,588	312,588	574,371	2.81	714,807.73
2027	5,842,080	(4,230,607)	1,611,473	258,306	308,738	308,738	567,044	2.84	722,134.65
2028	5,842,080	(4,230,607)	1,611,473	254,641	304,778	304,778	559,419	2.88	729,759.79
2029	5,842,080	(4,230,607)	1,611,473	185,975	300,378	300,378	486,353	3.31	802,825.65
2030	5,842,080	(4,230,607)	1,611,473	184,071	295,758	295,758	479,829	3.36	809,349.75
2031	5,842,080	(4,230,607)	1,611,473	182,166	295,808	295,808	477,974	3.37	811,204.62
2032	5,842,080	(4,230,607)	1,611,473	180,073	295,295	295,295	475,368	3.39	813,810.26
2033	5,842,080	(4,230,607)	1,611,473	85,513	299,660	299,660	385,173	4.18	904,005.90
2034	5,842,080	(4,230,607)	1,611,473	83,263	293,780	293,780	377,043	4.27	912,135.90
2035	5,842,080	(4,230,607)	1,611,473	96,013	287,540	287,540	383,553	4.20	905,625.90
2036	5,842,080	(4,230,607)	1,611,473	98,088	291,300	291,300	389,388	4.14	899,790.90
2037	5,842,080	(4,230,607)	1,611,473		294,800	294,800	294,800	5.47	994,378.40
2038	5,842,080	(4,230,607)	1,611,473		327,000	327,000	327,000	4.93	962,178.40
2039	5,842,080	(4,230,607)	1,611,473		318,000	318,000	318,000	5.07	971,178.40
2040	5,842,080	(4,230,607)	1,611,473		309,000	309,000	309,000	5.22	980,178.40
2041	5,842,080	(4,230,607)	1,611,473		-	-	-	N/A	1,289,178.40
2042	5,842,080	(4,230,607)	1,611,473		-	-	-	N/A	1,289,178.40

1 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates July, 2019 - July, 2020



Source: *The Bond Buyer*

The Revenue Bond Index (RBI) shows the average yield on a group of revenue bonds that mature in 30 years and have an average rating equivalent to Moody's A1 and S&P's A+.



Ordinance #2020-02
Amending Municipal Code Section §53-4 Budget
Revising The Budget Deliberation Sequence
[draft 3 after revisions by Mayor and Finance Committee Chair]

§ 53-4 Budget.

- A. Preliminary budget framework. On or before the ~~third~~ 1st Thursday in July, as initially submitted by the Mayor, to the Finance, Insurance & Personnel Committee ~~the City Council shall consider and adopt a preliminary budget framework resolution~~ establishing parameters and target levels of projected revenues and expenditures for each department for the ensuing fiscal year, along with a forecast for the following calendar year.
- B. Departmental estimates. Each year, on or before ~~October 1~~ the second Thursday in August by the end of July, each officer, department and committee shall timely file with the Clerk-Treasurer an itemized statement of anticipated disbursements including a two-year operations budget and a five-year capital budget based on the adopted preliminary resolution budget parameters made so to carry out the powers and duties of such officer, department or committee during the preceding fiscal year, and a detailed statement of the receipts and disbursements on account of any special fund under the supervision of such officer, department or committee during such year, and of the condition and management of such fund, along with detailed estimates of the same matters for the current fiscal year and for the ensuing fiscal year, along with a forecast for the following calendar year. Such statements shall be presented in the form prescribed by the Clerk-Treasurer and shall be designated as "Departmental Recommended Budgets" and shall be as nearly uniform as possible for the main division of all departments for incorporation into the budget document.
- ~~B.C.~~ Preparation procedure.
- (1) Budget to include. Each year the Finance, Insurance and Personnel Committee, with the assistance of the Clerk-Treasurer and the appropriate committees, officers and department heads, shall prepare and submit to the Council a proposed budget presenting a financial plan for conducting the affairs of the City for the ensuing calendar year, along with a forecast for the following calendar year. The budget shall include the following information: **[Amended 3-15-2007 by Ord. No. 2007-06]**
- (a) The expense of conducting each department and activity of the City for the ensuing fiscal year and corresponding items for the current year and last preceding fiscal year along with a forecast for the following calendar year, with reasons for increase and decrease recommended as compared with appropriations for the current year.
- (b) An itemization of all anticipated income of the City from sources other than general property taxes and bonds issued, with a comparative statement of the amounts received by the City from each of the same or similar sources for the last preceding and current fiscal year, along with a forecast for the following calendar year. **[Amended by Ord. No. 88-4]**

- (c) Such other information as may be required by the Council and by state law.
- (2) Copies for citizens. The City shall provide a reasonable number of copies of the budget thus prepared for distribution to citizens.

C.D. Budget summary. The Clerk-Treasurer shall prepare a summary of the budget and shall publish the notice required under § 65.90(3)(a), Wis. Stats. Pursuant to § 65.90(3)(b), Wis. Stats., the budget summary shall include the following: **[Added by Ord. No. 88-4]**

- (1) All expenditures, by major expenditure category.
- (2) All revenues, by major revenue source.
- (3) Any financing source and use not included under Subsection **C D(1)** and **(2)** above.
- (4) All beginning and year end fund balances.

D.E. Appropriation ordinance. The Finance, Insurance and Personnel Committee shall submit to the Council, at the time the annual budget is submitted, the draft of an appropriation ordinance providing for the expenditures proposed for the ensuing fiscal year. Upon the submission of the proposed appropriation ordinance to the Council, it shall be deemed to have been regularly introduced therein.

E.F. Hearing. The Council shall hold a public hearing on the budget as required by law. Following the public hearing, the proposed budget may be changed or amended and shall take the same course in the Council as other resolutions.

Mo Hansen

From: craig ellsworth <craige1033@gmail.com>
Sent: Wednesday, July 08, 2020 12:47 PM
To: Mo Hansen
Cc: Lang Group; Jeni Quimby
Subject: Re: City of Waterloo follow-up

To: City Of Waterloo Mayor and Common Council

RE: 575 W Madison Street building developer's agreement requested adjustments to existing agreement

Proposed changes:

Elimination of the fixed fee payment for property taxes, Article II, Section 2.1(s) minimum payment required for property taxes.

Extension of the existing Guaranty Agreement, and TIF Agreement Section 7.3(a) City Guarantee

Requested changes:

Tax payment:

Due to the present disruption to the commercial real estate markets related to the Covid 19 crises, we ask for a deferral of the minimum payment called for in the 575 W Madison Street TIF Agreement. Our recent sale and leasing efforts have shown us that it will be difficult to lease space to an extent that would support the base costs of the building. In an effort to make it possible to continue to promote and market the property for sale and lease we need to reduce holding costs as much as possible. We ask that the minimum payment requirement be removed from the agreement for a period of 3 years. We ask that the taxes paid be tied to the assessed value only. It is our understanding that the present assessed value is \$1,100,000.

Guaranty Agreement

August of each year is the time that our credit line is rolled over into the next year. Our bank has made it clear that under the present income and loss conditions of 575 W Madison St, this year's renewal will be difficult. In any case, the Guarantee remains essential to support that financing. As a result and in an effort to retain the ability to hold the property we ask that the Guarantee be extended for an additional 4 year period. By doing so we stand the best chance of retaining the financing required to hold the property. It also makes it more likely that we will be able to market the property.

We have enjoyed Waterloo's support in the past and continue to appreciate the community's partnership in the effort to improve the property and find a long-term user. You can expect our best efforts to continue to seek a solution to the present challenges we face during the disruption in the real estate markets.

Craig T Ellsworth and Jay Lang, Rediscovered LLC

575 W Madison Street
Waterloo, WI 53594
414-852-3555

RESOLUTION #2013-18

03/21/2013

**AUTHORIZING PROJECT FUNDING FOR REDEVELOPMENT OF 333 W MADISON STREET
FOR CDBG MATCHING FUND PURPOSES AND OTHER REDEVELOPMENT PURPOSES,
AND TO INITIATE AN APPLICATION TO BORROW \$1,000,000 FROM THE BOARD OF
COMMISSIONERS OF PUBLIC LANDS FOR SAID PURPOSES**

2.75%

PAYMENT	PRINCIPAL	INTEREST	TOTAL	DATE	CHECK #	AMOUNT	LOAN
DUE	DUE		PRINCIPAL	PAID		PAID	BALANCE
DATE			INTEREST				DUE
			DUE				
							\$ 900,000.00
3/15/2014	\$ 85,922.81	\$ 17,426.71	\$ 103,349.52	3/6/2014	#42138	\$ 103,349.52	\$ 814,077.19
3/15/2015	\$ 80,962.40	\$ 22,387.12	\$ 103,349.52	3/11/2015	#43697	\$ 103,349.52	\$ 733,114.79
3/15/2016	\$ 83,133.63	\$ 20,215.89	\$ 103,349.52	3/2/2016	#45172	\$103,349.52	\$ 649,981.16
3/15/2017	\$ 85,475.04	\$ 17,874.48	\$ 103,349.52	2/16/2017	#46726	\$ 103,349.52	\$ 564,506.12
3/15/2018	\$ 87,825.60	\$ 15,523.92	\$ 103,349.52	3/15/2018	#48226	\$ 103,349.52	\$ 476,680.52
3/15/2019	\$ 90,240.81	\$ 13,108.71	\$ 103,349.52	3/15/2019	#49869	\$ 103,349.52	\$ 386,439.71
3/15/2020	\$ 92,693.31	\$ 10,656.21	\$ 103,349.52	2/10/2020	#51487	\$ 103,349.52	\$ 293,746.40
3/15/2021	\$ 95,271.49	\$ 8,078.03	\$ 103,349.52				\$ 198,474.91
3/15/2022	\$ 97,891.46	\$ 5,458.06	\$ 103,349.52				\$ 100,583.45
3/15/2023	\$ 100,583.45	\$ 2,766.04	\$ 103,349.49				\$ (0.00)
TOTALS	\$ 900,000.00	\$ 133,495.17	\$ 1,033,495.17				

TID #2 still owes \$293,746.40 on overall loan with payments until 2023. Loan funded developer incentives for Assisted Living Facility, 217 North Monroe Apartments and 565 West Madison St

Principle and interest on this TID #2 loan is paid solely from TID #2 revenue sources including the 565 West Madison St revenue guarantee

**SELECT PAGES OF
2013 AGREEMENT WITH LANG GROUP LLC
(later Rediscovered LLC) and the City of Waterloo**

highlights/notes by Clerk/Treasurer 07/09/2020

TAX INCREMENTAL FINANCING

DEVELOPER'S PERFORMANCE AGREEMENT

BETWEEN

CITY OF WATERLOO

AND

LANG GROUP, LLC

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TAX INCREMENTAL FINANCING
DEVELOPER'S PERFORMANCE AGREEMENT

This Agreement entered into this 10th day of December, 2013, by and between the City of Waterloo, a Wisconsin municipal corporation (the "City"), having offices located at 136 N. Monroe Street, Waterloo, Wisconsin 53594-1198; and Lang Group LLC, a Wisconsin limited liability corporation (the "Developer"), having offices located at 132 W. Oak Street, Lake Mills, Wisconsin 53551.

WITNESSETH:

WHEREAS, Wis. Stats. §66.1105 provides the authority and establishes procedures by which the City may undertake development projects within blighted areas of the City and finance such projects through the use of tax incremental financing; and

WHEREAS, on July 21, 2011, the Common Council of the City of Waterloo adopted a Resolution creating Tax Incremental District No. 2 (the "District") in the City of Waterloo; and

WHEREAS, on July 21, 2011, the Common Council of the City adopted "TID No 2 Project Plan" (herein the "Project Plan"), which described a number of proposed projects for the development of said District; and

WHEREAS, Wis. Stat. §66.1331 and §66.1337 empower cities to assist development projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, Wis. Stat. §66.1105 authorizes the City to incur project costs in the discretion of its Common Council, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans; and

WHEREAS, the City believes that the development more fully described in this Agreement and in the Project Plan so approved, will promote the revitalization and economic stability of the City.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
RECITALS & PRIOR AGREEMENTS

Section 1.1 Incorporation. The recitals hereto are hereby incorporated by reference.

Section 1.2 Prior Agreements. The City and the Lang Group, LLC have previously entered into the following described agreements:

(a) Option to Purchase dated May 1, 2013, and accepted on May 22, 2013 (the "Option") relating to the acquisition of the Parcel and all improvements located thereon;

(b) Letter of Intent dated March 12, 2013, and accepted on April 5, 2013 (the “LOI”), relating to the development of the Project; and

(c) Pre-Development Agreement dated June 15, 2013 (the “Pre-Development Agreement”) relating to the due diligence associated with the Project, preliminary development matters, and financial assistance for the Developer.

The Option, the LOI and the Pre-Development Agreement are sometimes hereinafter collectively referred to as the “Prior Agreements.” The Prior Agreements have all been absolutely assigned by the Lang Group, LLC to the Developer herein; and the City does hereby give its consent to such assignment.

Section 1.3 Nature of this Agreement. This instrument is intended to supplement the Prior Agreements. Accordingly, in the event of any conflict between the terms and provisions of this instrument and the Prior Agreements (or any one of them), the provisions of this instrument shall control.

ARTICLE II DEFINITIONS

Section 2.1 Definitions. The following terms as used herein shall have the following meanings:

(a) “2013 Real Estate Taxes” means the net real estate taxes paid by the City for the calendar year 2013 (receipted in 2014) for the Parcel. The 2013 Real Estate Taxes, together with interest thereon at the same rate as the “State Loan” (as defined in (j) below) shall be amortized over ten years, with payment beginning with Revenue Year 2016.

(b) “Acquisition Cost” means the purchase price paid by the Developer in order to acquire the Parcel.

(c) “Annual Debt Service” means the annual payments of principal and interest on Debt.

(d) “Base Value” means the Parcel Value as of January 1, 2014.

(e) “Cash Contribution” means the sum of \$100,000, advanced by the City pursuant to Section 3.2(d) below.

(f) “City” means the City of Waterloo, a municipal corporation.

(g) “City Administrative Expenses” shall mean the reasonable administrative costs of the City incurred regarding administering this Agreement on behalf of the City, and includes but is not limited to reasonable attorneys' fees, accountant fees, financial advisor fees and engineering fees, plus the cost of time of City personnel in performing work associated with this Agreement and the Project. The cost of time of City personnel shall be at the applicable hourly wage rate multiplied by a factor of 1.35. Following the calendar year within which Final Completion of the Project occurs, City Administrative Expenses (provided the Developer is not in default under this Agreement) shall not exceed one percent (1%) of TIF Revenues in any Revenue Year, except as otherwise

provided for herein. City Administrative Expenses for the period 2013 through the calendar year within which Final Completion of the Project occurs, together with interest thereon at the same rate as interest on the Debt, shall be amortized over ten years, beginning with Revenue Year 2016.

(h) "City Guarantee" means the limited guarantee given by the City for the benefit of the Developer as provided for in Section 7.3 below.

(i) "City Payments" means the payments to the City as set forth in the Financial Schedule sufficient in amount to pay (i) Annual Debt Service; and (ii) annual City Administrative Expenses which have not been amortized pursuant to Section 2.1(g) above.

(j) "Debt" means the total of (i) that portion of City Administrative Expenses that is to be amortized pursuant to Section 2.1(g); (ii) the amount of principal and interest paid by the City in connection with a borrowing from the State of Wisconsin in the sum of \$100,000 (the "State Loan"), to fund payment of the Cash Contribution; (iii) that portion of the 2013 Real Estate Taxes that is required to be amortized pursuant to Section 2.1(a); (iv) interest on funds advanced by the City to pay the Debt on the State Loan to account for the difference between the dates payments on the borrowing from the State of Wisconsin are due and the date on which Developer is required to first pay Guaranteed TIF Revenue; and (v) funds advanced by the City under the City Guarantee, together with interest thereon as provided for in Section 7.3 below. In the event the State imposes any additional interest or penalties as a result of any failure to pay the Debt, which payment failure is due to the Developer's failure to make payment of the Developer Subsidy as hereinafter provided, then Debt also includes such additional interest and penalties.

(k) "Developer" means the Lang Group, LLC, a Wisconsin limited liability company.

(l) "Developer Incentives" means the total of the Cash Contribution, the Land Contribution and amounts advanced pursuant to the City Guarantee.

(m) "Developer Obligations" means Developer's acquisition of the Parcel, construction of the Project, the implementation of the Employment Plan, and payment of the Developer Subsidy.

(n) "Developer Subsidy" shall have the meaning set forth in Section 4.3 of this Agreement.

(o) "District" means Tax Incremental District No. 2 in the City.

(p) "Facility" also means "Project."

(q) "Final Completion" means the date (i) on which the Project has been completed in accordance with the plans and specifications approved by the City, except for minor punchlist items, and (ii) an occupancy permit for the Facility has been issued therefor. Final Completion shall occur no later than December 31, 2014 subject to extensions granted by the City, which extensions shall not be unreasonably withheld or

Request is to eliminate this provision for a 4-year period. As currently written guarantee expires after revenue year 2023. The effect of the request would be to end guaranteed TIF revenue.

delayed. The City may condition any such extension upon revisions to Exhibit B that are necessitated because of the delay in Final Completion.

(r) "Financial Schedule" means that schedule attached hereto as Exhibit B and made a part hereof. The Financial Schedule sets forth Revenue Years for the District; anticipated Guaranteed TIF Revenues for each such year; and the City Payments for each such year. The Financial Schedule serves as a pro-forma of the anticipated TIF Revenues generated by the Parcel following completion of the Project. The Parties recognize that the actual Parcel Value in any year is dependent upon the assessment thereof by the City Assessor; and that such assessment may be different from that set forth in the Financial Schedule.

(s) "Guaranteed TIF Revenue" means, for Revenue Year 2016 through Revenue Year 2023, the stated sum of \$42,229 for each such Revenue Year. The Guaranteed TIF Revenue is intended to pay in full the Annual Debt Service and the City Administrative Expenses for each such Revenue Year, plus additional cash for reserve purposes. After Revenue Year 2023, TIF Revenue is no longer "Guaranteed TIF Revenue," unless the City is obligated to make payments under the City Guarantee.

(t) "Land Contribution" means \$130,600, which the Parties agree is the value of the Parcel as of this date.

(u) "Parcel" refers to the real estate described in Exhibit C hereto, having a street address of 575 W. Madison Street, Waterloo, Wisconsin.

(v) "Parcel Value" means the Equalized Value of the Parcel and all tangible personal property located thereon, determined in accordance with the requirements of Section 70.57, Wis. Stats. Because the Parcel will be owned by the City on January 1, 2014, and because the Parcel shall not be included within the District until after October 1, 2013, the Base Value attributable to the Parcel is intended to be, as of January 1, 2014, zero dollars (\$0.00), and, effective on January 1 of the first calendar year following the Parcel's conveyance to the Developer, its fair market value. The Parties recognize that the Wisconsin Department of Revenue must agree to the aforesaid Base Value of the Parcel as of January 1, 2014. If the Base Value of the Parcel is established at a dollar figure in excess of zero dollars, then the Guaranteed TIF Revenue shall increase in amount to include all real estate taxes paid in any Revenue Year that are required to be collected by the City and paid over to other taxing authorities in the Revenue Year in question.

(w) "Party" or "Parties" means the City, the Developer, or either or both of them.

(x) "Project" means the reconstruction, alterations and/or improvements to the structures located on the Parcel which will comprise the Facility, together with certain associated improvements as more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

(y) "Revenue Year" means any calendar year in which the City is reasonably expected to receive the TIF Revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2013 is the Revenue Year for the 2012 Tax Year based on the Parcel Value as of January 1, 2012.

The current year tax bill \$43,772.95 is greater than the minimum guarantee figure of \$42,229. The tax bill is based on an assessed property value of \$1,712,000 million. The assessor has established next year's property value at 1,189,000, a 30% decrease in value. This value decrease would trigger the provision in red and a payment of not less than \$42,229

(z) "Tax Year" means each calendar year for which real and personal property taxes are levied.

(aa) "TIF Value Increment" means, as of January 1 of any calendar year occurring during the term of this Agreement, the excess of the Parcel Value over the Base Value of the Parcel.

(bb) "TIF Revenue" means the real estate and personal property taxes levied, assessed and collected against the TIF Value Increment attributable to the Parcel and Project, plus any payments made to the City by Developer under Section 4.3. It does not include any revenues of the District other than those attributable to the Parcel and Project.

(cc) "Total TIF Revenue" means all revenues of the District.

ARTICLE III THE DEVELOPMENT PROJECT

Section 3.1 Objective. The purpose and objective of this Agreement is to provide for the alteration, modification, occupation and use of the Facility on the Parcel, which uses are consistent with the approved Project Plan. By this Agreement, the Parties mutually intend to accomplish the following objectives:

(a) Allow the Developer to acquire the Parcel.

(b) Allow the City to finance a portion of the Developer's acquisition of the Parcel and construction of the Facility on the Parcel.

(c) Provide for the addition of the Parcel to the District on or before December 31, 2013.

(d) Expand the Developer's employment opportunities within the City and at the Facility.

(e) Provide the City with sufficient TIF Revenues that will allow it to recover the Debt and City Administrative Expenses.

Section 3.2 Role of City. Subject to the terms of this Agreement, the City agrees to:

(a) Acquisition of Parcel. The City has previously acquired fee simple title to the Parcel.

(b) Addition to District and Extension of Term of District. The Parcel is not currently located within the District. Accordingly, the City shall request its Plan Commission to (i) amend the Project Plan to include the Facility and to add the Parcel to the District, and (ii) extend the life of the District by an additional three years. Such request shall be made on or before October 1, 2013. If the amendment to the Project Plan, the addition of the Parcel to the District and the extension of the life of the District by an additional three years have not occurred by December 31, 2013 (the "Notice Date"), then this Agreement shall, at either Party's option, to be exercised by written notice to the other Party, terminate and be of no further force and effect; and neither

Party shall have any further obligations to the other, except as otherwise provided for herein. Such option shall be exercised within 30 days following the Notice Date; and the failure to do so shall result in a forfeiture thereof. The amendment to the Project Plan, the expansion of the District to include the Parcel, and the extension of the life of the District shall occur in accordance with the provisions of Section 66.1105 (4)(h) et seq. and Section 66.1105(4) and Section 66.1105(7)(am)3, Wis. Stats.

(c) Conveyance of Parcel; River Walk Easement. Following exercise of the Option, but no earlier than January 2, 2014, the City shall convey fee simple title to the Parcel to the Developer, free and clear of all liens and encumbrances, and subject to easements of record and the easement described below. The Parcel shall be conveyed by the City to the Developer by quit claim deed, and for a purchase price of \$10.00. In connection with the conveyance, the City shall reserve unto itself an easement for open space, public park, bridge and riverwalk purposes over a portion of the Parcel that immediately abuts the Maunasha River. Attached hereto and marked as Exhibit D is a drawing showing the general location of such easement. Such easement shall be in such form and content as the City may reasonably require, but shall require that the Developer shall bear no costs of improving, maintaining, or operating the easement or any public fixtures or equipment located thereon. The City shall provide to the Developer, a commitment for title insurance, in the amount of the Land Contribution, insuring that fee simple title to the Parcel shall be vested in the Developer. The closing of the conveyance of the Parcel (the "Closing") shall be at the offices of a title company acceptable to the City on or before December 31, 2014 (the "Closing Date"). The Parcel shall be conveyed in an "as is, where is" condition, without warranty (except as to fee simple title) or representation. Without intending to limit the generality of the foregoing, the City makes no warranty or representation as to any environmental matter associated with the Parcel or the structures located thereon. The City shall make available to the Developer any and all environmental studies or reports that may be in its possession relating to the Parcel. By the Closing, the Developer shall have had the opportunity to thoroughly inspect the Parcel, know the condition thereof, and shall therefore assume all environmental liabilities or obligations associated therewith. The Developer does hereby exercise the Option; and the Closing of the purchase of the Parcel shall occur as provided for in the Option, except as expressly modified by the terms of this Agreement. Prior to the Closing, the City may, in its sole discretion, cause the survey provided for in Article III of the Pre-Development Agreement to be completed; and such survey shall be used for purposes of the easement described therein.

(d) Cash Contribution. The City has previously advanced for the benefit of the Developer in cash or other good funds the stipulated sum of \$100,000 (the "Cash Contribution"), pursuant to the Pre-Development Agreement for the uses specified therein.

Section 3.3 Term of District. The City agrees to take no action to shorten the term of the District, unless otherwise required by applicable Wisconsin law.

Section 3.4 Project Plan. The Parties hereto agree that fulfillment of their respective obligations hereunder fulfills and meets the goals, objectives and the requirements as set forth in the Project Plan.

ARTICLE IV
OBLIGATIONS OF DEVELOPER

Section 4.1 Implementation of Developer's Obligations. The Developer shall reasonably and promptly proceed to:

(a) Acquisition of Parcel. The Developer shall take all reasonable and prompt actions to acquire fee simple title to the Parcel as provided for in Section 3.2(c) above.

(b) Completion of Project. Contingent on the Closing occurring, the Developer shall promptly and reasonably proceed to commence implementation of the Project, subject to obtaining the requisite approvals described below. In that regard, the Developer shall retain such architects and contractor(s) as may be required to achieve Final Completion of the Project, subject to any force majeure provisions contained herein or in the agreement(s) with the contractor(s).

(c) Time. Time is of the essence as to the performance of all of the Developer's Obligations. Construction of the Project shall commence as soon as is reasonably practicable after obtaining all requisite approvals thereof from all governmental authorities having appropriate jurisdiction thereof.

(d) Costs. Contingent on the Closing occurring, the Developer shall construct the Project. All costs and expenses of the construction in excess of the Cash Contribution shall be provided solely by Developer. Developer shall apply the Cash Contribution to payment of the specified costs and expenses as provided for in the Pre-Development Agreement. During the term of this Agreement, the Developer shall reasonably repair and maintain the Facility and all taxable personal property therein. Developer shall not take any action or omit to take any action that will result in a substantial diminution of the Parcel Value once construction of the Project is completed.

(e) Project Approvals. In connection with the construction of the Project, the Developer shall prepare as soon as reasonably practicable (if not done so already), any reports, plans or documents required to be submitted under applicable City Ordinances or Wisconsin Statutes or Wisconsin Administrative Code provisions, which may include detailed plans and specifications for the Project and preliminary and final site plans therefor. Within ninety (90) days following the date of this Agreement, the City shall provide to the Developer a list of all permits, consents or other approvals of the Project that are required by City governmental authorities having jurisdiction thereof. The Developer shall promptly submit applications for all such approvals to all such authorities. To the extent any such approvals are required of the City or any commission or subunit thereof, the City agrees to process such applications with expeditious dispatch. If, despite using diligent efforts, the Developer is unable to obtain all of the permits for the Project necessary to complete construction, Developer may, at its option, by delivery of written notice to the City prior to Closing, terminate this Agreement, in which case this Agreement shall immediately terminate and be of no further force and effect; and none of the Parties shall have any further obligations to the other Parties. Such option shall be exercised within 30 days following the date that Developer is able to obtain the last required permit/authorization.

(f) Project Coordinator. The Developer hereby appoints TAF (Craig T. Ellsworth) (the "Project Coordinator") to act on its behalf in terms of submitting all

requisite applications for approval, in administering the construction of the Project on its behalf, and for administering this Agreement on its behalf. The Developer may revoke such appointment at any time and for any reason upon written notice to the City.

(g) Employment Expansion. Upon Final Completion of construction of the Facility and all Projects, the Developer shall implement the plan of employment at the Facility, as more particularly described on Exhibit F attached hereto and incorporated herein (the "Employment Plan").

Section 4.2 City Coordinator. The City hereby appoints Mo Hansen, Clerk-Treasurer (the "City Coordinator") to act on its behalf in terms of construction matters associated with the construction of the Project. The City may revoke such appointment at any time and for any reason upon written notice to the City Coordinator and the Developer.

Section 4.3 Guarantee of TIF Revenue and Payment of Developer Subsidy. Contingent on the Closing occurring, for the each Revenue Year beginning with Revenue Year 2016, the Developer guarantees that the Tax Increment generated by the Parcel during such Revenue Year shall equal or exceed the Guaranteed TIF Revenue for such Revenue Year. If, as of September 30 of any such Revenue Year, the City has received less than the Guaranteed TIF Revenue for such Revenue Year, then the Developer shall pay to the City, within fifteen (15) days of the City's demand therefor, an amount equal to the difference between the Guaranteed TIF Revenue for such Revenue Year and the actual amount of TIF Revenue received by the City in such Revenue Year (the "Developer Subsidy"). If the City is required to make payment under the City Guarantee prior to its stated termination date, the Guaranteed TIF Revenues shall continue for so long as the City has the obligation to make payments under the City Guarantee; notwithstanding any contrary provisions in Section 2.1(s) above. If the Closing does not occur, Developer shall have no obligations under this Section 4.3. Any Developer Subsidy not so paid when due shall bear interest at the rate of 18.0% per annum from due date until paid.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.

(b) The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all parties hereto, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof, except as may be limited by bankruptcy, insolvency and other similar laws of general application affecting the enforcement of creditors' rights.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in the breach of any term, provision or condition of any agreement, written or otherwise, affecting the City by which Article IV is based.

Section 5.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(a) The Developer has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

(b) The Developer is a Wisconsin limited liability company, duly organized, validly existing and in active status under the laws of that state. The execution of this Agreement as well as the performance of its obligations contained herein are not in violation of its Articles of Organization, its Operating Agreement, or any other agreement to which it is a party or subject thereto; and the individuals executing this Agreement on behalf of the Developer are duly authorized to do so.

(c) The Developer will accept fee simple title to the Parcel; will cause the Project to be constructed thereon in accordance with the terms of this Agreement and the Prior Agreements and all applicable state, local and federal laws, ordinances and regulations; and the Developer will pay all costs and expenses of such construction in excess of the Cash Contribution.

(d) The Developer will implement the Employment Plan in accordance with its terms and all applicable state, local and federal laws, ordinances and regulations.

(e) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein or the performance of the Developer's Obligations hereunder, will not result in a breach of any terms, provisions or conditions of any agreement, written or otherwise, affecting the Developer or by which it is bound.

ARTICLE VI SPECIAL MATTERS

Section 6.1 Restrictions on Use. Contingent on the Closing occurring and except as otherwise provided for herein, the Developer agrees that it shall not during the term of the existence of the District, suffer, cause or permit the Parcel or any portion thereof or any taxable personal property located thereon to be or become exempt from the levy of general real estate and property taxes. This obligation, as well as the other obligations of this Agreement, shall be binding upon the Developer's successors and assigns and shall run with the Parcel as obligations appurtenant thereto. In the event all or any portion of the Parcel should become exempt from real estate taxation under Section 70.11, Wis. Stats., or any other law because of its ownership and/or use, then in any such event, such exemption shall not affect the Developer's obligations under Article IV hereof or elsewhere herein. In such event, the Developer shall pay to the City all sums required to be paid pursuant to Section 4.3 above to offset the loss of TIF Revenues due to such exemption.

Section 6.2 Payment of Taxes. The Developer shall, following the date of execution of this Agreement and thereafter, pay in a timely manner as and when due any and all real estate and personal property taxes, special assessments, utilities and other obligations for which a lien could be placed against the Facility and/or Parcel or personal property thereon because of nonpayment thereof. Nothing in this Section 6.2 shall be deemed a waiver of the Developer's rights to contest the validity or amount of any such tax, assessment or fee by any lawful procedure. The foregoing amounts shall be paid as and when due; and are not subject to

any offset or reduction, regardless of any claim for money that the Developer may have against the City.

Section 6.3 Sale of Parcel. Contingent on the Closing occurring, then, during the term of this Agreement, the Developer shall not sell or transfer fee simple title (or any equivalent thereof) to the Parcel and/or Facility to any person or persons, without the prior written approval of the City, which approval shall not be unreasonably withheld. In granting such approval, the City may impose reasonable conditions precedent to the granting of its approval.

Section 6.4 Employment Plan. Contingent on the Closing occurring, then, during the term of this Agreement, the Developer shall implement the Employment Plan in accordance with its terms; shall not amend or modify the same without the City's prior written consent; and shall actively conduct business operations on the Parcel.

ARTICLE VII
FINANCING AND TAX INCREMENTAL DISTRICT NO. 2
INCENTIVES AND APPLICATION OF FUNDS

Request is for City to extend this for a four year period.

Section 7.1 Financing of Public Improvements. The City anticipates that it has or will fund the Developer Incentives, either in whole or in part, from an appropriation from a borrowing under Chapter 67 of the Wisconsin Statutes.

Section 7.2 Payments of TIF Revenues. All TIF Revenues and all Total TIF Revenues received by the City for any Revenue Year during the term of this Agreement, shall be retained by the City; and the Developer shall have no interest therein or right to receive any portion thereof, except as provided for in Section 7.3 below.

Section 7.3 City Guarantee. Provided the Closing has occurred, the City shall simultaneously give to the lender(s) who is (are) providing financing (permanent) of the Project, a limited guarantee of payment in substantially the form and substance of Exhibit E attached hereto and incorporated herein (the "City Guarantee"). The City Guarantee is subject to the following:

- (a) The term of the City Guarantee shall not exceed seven (7) years following the date of the Closing; and shall terminate at such time.
- (b) The City Guarantee shall not exceed the sum of \$400,000 of principal in the aggregate, together with interest thereon.
- (c) The City Guarantee may be given to one or more lender(s) of the Developer and in varying amounts (all as the developer may direct); provided however, that the total sum so guaranteed by the City pursuant to the City Guarantee does not exceed the foregoing sum of \$400,000 of principal in the aggregate.
- (d) The City Guarantee shall not be collateralized.
- (e) If the City is required to make payment under the City Guarantee, then in such event such payments shall be made by the City applying such portions of the TIF Revenues and any Developer Subsidy (collectively the "Revenues") received by it to pay first the Annual Debt Service due and then to the amounts due under the City Guarantee. If the amount of the Revenues received in any Revenue Year are not

sufficient to pay in full the aforesaid amounts, the Revenues in succeeding Revenue Years shall be applied in the foregoing manner until all such amounts as may be due under the City Guarantee are paid in full; and in such event, the termination of the City Guarantee as provided for in Section 7.3(a) above shall not occur until such payment in full has been made. If the City is required to make payment under the City Guarantee prior to its stated termination date, the Guaranteed TIF Revenues shall continue for so long as the City has the obligation to make payments under the City Guarantee; notwithstanding any contrary provisions in Section 2.1(s) above.

Section 7.4 Assignment by Developer. Developer may assign its rights under this Agreement to a third party lender as security for a loan; provided, however, that in either case, such assignment is subject to all terms and provisions of this Agreement. Any other assignment shall require the prior written consent of the City in order to be effective, which shall not be unreasonably withheld. In determining to grant any such consent, the City may consider the financial ability of the assignee to perform the Developer Obligations under this Agreement.

Section 7.5 Financial Limitation on Developer. During the term of this Agreement, the Parties agree as follows:

(a) Any mortgage, security agreement or other encumbrance (herein the "Lien") granted by Developer upon the Parcel shall only secure financial obligations of the Developer which relate to financing the cost of alterations, modifications, reconstruction, and equipping the Project.

(b) The Lien shall not secure any obligation described above, in excess of the sum of \$400,000 without the City's prior written consent. The City shall give its consent in any circumstances where the secured obligation does not exceed 50% of the fair market value of the Parcel, determined as of the date of the Developer loan/financing in question. Fair market value shall be established by one or more MAI appraisals, at Developer's sole cost and expense, all as the City may reasonably require.

ARTICLE VIII DEFAULT AND REMEDIES

Section 8.1 Notice of Default and Right to Cure. In the event of any default in or any breach of this Agreement or any of its terms or conditions by any Party hereto, the non-defaulting Party shall give written notice of the default to the defaulting Party. The defaulting Party may then cure such default or breach within thirty (30) days after receipt of such notice. In the event the particular breach or default cannot reasonably be cured within said thirty day period, the defaulting Party shall timely commence to cure such default within said period of time, diligently pursue the cure and cure the same within a reasonable time. If the default or breach is not timely cured under this Section 8.1, the non-defaulting Party may exercise any right or remedy provided for herein. This Section 8.1 shall not apply to payments made or required to be made for any real or personal property tax payments, special assessment payments or other monetary payments by Developer, which may or may not be secured by liens on the Parcel; and in such events, provisions of applicable law shall control. Further, this Section 8.1 shall not apply to payments required to be made pursuant to Section 4.3 relating to payment of the Developer Subsidy. If the Developer Subsidy is not paid in full or in good funds by the deadline prescribed in Section 4.3, then the same shall constitute an event of default, with no further notice or cure period provided to the Developer.

Exhibit A

Project Description

Develop the “Water Technology Center.”

The existing facility will be used for commercial purposes, devoted primarily to “high tech” businesses. The facility requires some remodeling to accommodate the contemplated uses; and certain mechanical systems need to be replaced and upgraded.

EXHIBIT B

575 W Madison Street Developer's Agreement Financial Schedule 8/27/2013

Year	Beginning Balance	Revenues			Expenses		Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest	TIF Revenues	Total Revenues	Debt Service	Other Admin		
2012	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2013	\$0	\$0	\$0	\$0	\$0	\$10,000	(\$10,000)	(\$10,000)
2014	(\$10,000)	\$0	\$0	\$0	\$11,483	\$0	(\$11,483)	(\$21,483)
2015	(\$21,483)	\$0	\$0	\$0	\$11,483	\$0	(\$11,483)	(\$32,967)
2016	(\$32,967)	\$0	\$22,735	\$22,735	\$11,483	\$0	\$11,252	(\$21,715)
2017	(\$21,715)	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$9,031
2018	\$9,031	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$39,776
2019	\$39,776	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$70,522
2020	\$70,522	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$101,267
2021	\$101,267	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$132,013
2022	\$132,013	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$162,758
2023	\$162,758	\$0	\$42,229	\$42,229	\$11,483	\$0	\$30,745	\$193,504
2024	\$193,504	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$235,732
2025	\$235,732	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$277,961
2026	\$277,961	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$320,190
2027	\$320,190	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$362,419
2028	\$362,419	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$404,647
2029	\$404,647	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$446,876
2030	\$446,876	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$489,105
2031	\$489,105	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$531,334
2032	\$531,334	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$573,562
2033	\$573,562	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$615,791
2034	\$615,791	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$658,020
2035	\$658,020	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$700,249
2036	\$700,249	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$742,477
2037	\$742,477	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$784,706
2038	\$784,706	\$0	\$42,229	\$42,229	\$0	\$0	\$42,229	\$826,935
Total		\$0	\$951,768	\$951,768	\$114,833	\$10,000		

*TIF Revenues for years 2014 through 2023 constitute "Guaranteed TIF Revenues"; and if the City is obligated to make payments under the City Guarantee, Guaranteed TIF Revenues shall include all succeeding years (i.e., 2024 and thereafter) until all amounts under the City Guarantee have been paid in full.

**575 W Madison Street Developer's Agreement
Financial Schedule
8/27/2013**

Assumptions	
Base Value	\$0 Redevelopment Property Only
Mill Rate	0.02482
Property Appreciation Rate	0.00%
Annual Change in Tax Rate	0.00%
Construction Inflation Rate	0.00%

Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate	TIF Revenue
			Building	Land				
2012	\$0	\$0	\$0	\$0	\$0	\$0	0.024820	\$0
2013	\$0	\$0	\$0	\$0	\$0	\$0	0.024820	\$0
2014	\$0	\$0	\$785,400	\$130,600	\$916,000	\$916,000	0.024820	\$0
2015	\$916,000	\$0	\$785,400	\$0	\$1,701,400	\$1,701,400	0.024820	\$0
2016	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$22,735
2017	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2018	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2019	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2020	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2021	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2022	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2023	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2024	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2025	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2026	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2027	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2028	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2029	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2030	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2031	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2032	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2033	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2034	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2035	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2036	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2037	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
2038	\$1,701,400	\$0	\$0	\$0	\$1,701,400	\$1,701,400	0.024820	\$42,229
Total	\$0	\$0	\$1,570,800	\$130,600				\$951,768

*Assumes property is in TID2

Assumes TID has a 27-year lifespan and was created in 2011.