



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, August 20, 2020 – 7:00 p.m.

participate by remotely or in-person in the Council Chambers

Amended 8/18/2020 9:17 AM

Remote Meeting Information

Join Zoom Meeting: <https://us02web.zoom.us/j/84277637363?pwd=Qms4ZGFTbnNZTEExOEM1JGK1pZUTQ0UT09>

Meeting ID: 842 7763 7363

Passcode: 247575

Join by Phone

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US (Germantown)

Meeting ID: 842 7763 7363

Passcode: 247575

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: August 6, 2020 Open and Closed Sessions
3. CITIZEN INPUT / PUBLIC COMMENT
4. PUBLISH NOTICES
5. MEETING SUMMARIES (since last Council meeting)
 - a. 8-20 & 8/13 Finance Insurance & Personnel Committee
 - b. 8-18 Community Development Authority
 - c. 8-17 Fire Department
 - d. 8-12 Parks Commission
 - e. 8-11 Karl Junginger Memorial Library Board
 - f. 8-10 Emergency Medical Services
6. CONSENT AGENDA ITEMS
 - a. July Reports Of City Officials And Contract Service Providers
 - i. Parks
 - ii. Fire & EMS (includes June & May reports)
 - iii. Building Inspection - Building, Plumbing & Electrical Permits
 - iv. Public Works
 - v. Police
 - vi. Library Board
 - vii. Water & Light Utility Commission
 - viii. Watertown Humane Society
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Safety & Health Committee
 - i. Ordinance #2020-07 Amending Municipal Code Section 278-2 Possession And Use Of Firearms and Other Dangerous Weapons
 - b. Finance, Insurance & Personnel Committee
 - i. July Financial Statements
 1. General Disbursements, \$395,510.82 ***
 2. Payroll, \$102,995.30 ***
 3. Treasurer's Report & Budget Reports ***
 - c. Community Development Authority
 - i. Resolution #2020-35 Authorizing The Sale Of 2.3 Acres Of 333 Portland Road To RTG Enterprises LLC (Ron and Tama Griffin)

8. NEW BUSINESS

- a. Resolution #2020-33 A Resolution Authorizing The Issuance And Sale Of \$4,365,000 Combined Utility Revenue Bonds, Series 2020D Of The City Of Waterloo, Jefferson County, Wisconsin, And Providing For The Payment Of The Bonds And Other Details With Respect To The Bonds
- b. Resolution #2020-34 Authorizing A Development Agreement Between City Of Waterloo And Petry Trust No. 1989 Relating To The Purchase of Treyburn Farms Subdivision Lots 53-56 & 59 And The DeYoung Farms Subdivision Lots 1-7, 11-18, 20-26, 28, 29, 31-41

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

10. ADJOURNMENT



Mo Hansen
Clerk/Treasurer

Posted & Emailed: August 17, 2020 & August 18, 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: August 6, 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, Thomas and Petts. Absent: Stinnett. Others attending either remotely or in-person: Amber Gerber; Mark Herbst; Attorney Kevin Trost and Attorney Elizabeth Stephens both with the Axley law firm; Library Director Kelli Mountford; Utility Superintendent Barry Sorenson; Parks Coordinator Gabe Haberkorn; Police Chief Denis Sorenson; WLOO videographers and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
2. MEETING MINUTES APPROVAL: July 16, 2020. MOTION: Moved by Schoenwetter, seconded by Griffin to approve the minutes. VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. None.
4. MEETING SUMMARIES. Brief verbal summaries provided.
 - a. [2020-08-06 Public Works & Property Committee](#)
 - b. [2020-08-06 Public Safety & Health Committee](#)
 - c. [2020-08-04 Utility Commission](#)
 - d. [2020-07-30 Cable TV Regulatory Board](#)
 - e. [2020-07-28 Plan Commission Meeting](#)
 - f. [2020-07-21 Community Development Authority](#)
 - g. [2020-07-20 Special Karl Junginger Memorial Library Board Meeting](#)
 - h. [2020-07-20 Waterloo Fire Agenda](#)
5. NEW BUSINESS
 - a. Resolution #2020-32 Accepting McKay Nursery Landscaping Maintenance Service Commitments For Multiple Waterloo Locations. MOTION: Moved by Rhynes, seconded by Schoenwetter to adopt the resolution. VOICE VOTE: Motion carried with Kuhl abstaining.
6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Works
 - i. Resolution #2020-30 Update The Exemption Of Certain Sidewalks From Snow/Ice Clearing Requirements. MOTION: Moved by Petts, seconded by Schoenwetter to adopt the resolution. VOICE VOTE: Motion carried.
 - b. Plan Commission
 - i. Conditional Use Permit Application, Larry Waldo, 612 Jefferson Street, 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. MOTION: Moved by Thomas, seconded by Griffin to approve the application as presented. VOICE VOTE: Motion carried.
 - c. Public Safety and Health Committee
 - i. Wiener & Kraut Day Special Event / Entertainment License Application, Parks Coordinator Gabe Haberkorn. MOTION: Moved by Thomas, seconded by Schoenwetter to approve the application as presented. VOICE VOTE: Motion carried.
7. ADDITIONAL NEW BUSINESS. MOTION: Moved by Thomas, seconded by others to convene in closed session concurrently for both items 7a and 7b below. VOICE VOTE: Motion carried.
 - a. Attorney Briefing On Municipal Guarantee For The Waterloo Technology Center 565 West Madison Street. [NOTE: The body convened in closed session per Wis. Stat. 19.85(1)(e) "Deliberating or negotiating the purchasing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."]
 - b. Resolution #2020-31 Resignation Agreement Between The City of Waterloo And Its Police Department And Jessica Kelly [NOTE: The body convened in closed session per Wis. Stat. 19.85(1)(c) "Considering employment, promotion, compensation or performance data of any public employee over which the governmental body has jurisdiction or exercises responsibility"] Upon completion of both closed sessions the body reconvened in open session. MOTION: Moved by Thomas, seconded by Griffin to approve resolution #2020-31 as presented. ROLL CALL VOTE: Schoenwetter, Rhynes,

Kuhl, Griffin, Thomas and Petts. Noes: none with Stinnett absent. Motion carried.

8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.

9. ADJOURNMENT. Moved by Griffin, seconded by Schoenwetter to adjourn. Motion carried. Approximate time: 8:20 p.m.



Attest:

Mo Hansen, Clerk/Treasurer

City of Waterloo Parks

Progress Report

8/9/2020 11:27 PM

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	\$210,760	\$0	\$0	\$0	\$0	\$0	\$359,337
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%	79%	0%	0%	0%	0%	0%	86%

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



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Department Activity Report – May
 Call Report for the month of May

EMS Calls:

City of Waterloo	16
Township of Waterloo	1
Mutual Aid for Marshall	1

Total EMS 18

EMS & Fire Motor Vehicle Crash Calls:

Township of Portland	1
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Total MVC 1

False Alarms:

City of Waterloo	2
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Fire Calls:

City of Waterloo	4
Township of Waterloo	1
Mutual Aid for Watertown	1
Mutual Aid for Fort Atkinson	1

Hazardous Condition:

City of Waterloo	0
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Weather Related Call:

Waterloo Fire District	0
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Good Intent:

City of Waterloo	0
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Service Calls:

City of Waterloo	1
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Rescue Calls:

Township of Waterloo	1
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Total Fire 11

May Total 30

Up to Date Call Totals

Fire (Structure, Wild land, Motor Vehicle)	20
Rescue/EMS: BLS 67 ALS 39 Total:	124
Hazardous Conditions (No Fire)	3
Good Intent Calls	0
False Alarm or Call	6
Motor Vehicle Crash	2
Service Calls	7
Rescue Calls	1
Weather Related Calls	0

Up to Date Total 163

Fire Mutual Aid Given 10 Fire Mutual Aid Received 1

2nd Out Unit 5 EMS Mutual Aid Given 2 EMS Mutual Aid Received 1 Paramedic Intercept 5

Total Personnel Response: 793 (for the month): 187

Monthly Response Time (EMS Incidents) **119** (From 1st page to enroute times) average **6.6** min (for the month)

Minutes Spent Responding **48** (Enroute time to on scene time) average **2.6** min (for the month)

Monthly Response Time (FIRE Incidents) **57** (From 1st page to enroute times) average **4.3** min (for the month)

Minutes Spent Responding **76** (Enroute time to on scene time) average **5.8** min (for the month)



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
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Monday June 13th, 2020

On Monday May 4th, 2020 we had our monthly operators training. Training was relay pumping in city. This is where the engine hooks up to the hydrant and then the ladder connects to the engine. The engine will pump to the ladder for long stretches. An example would be the back side of the public school.

On Monday May 11th, 2020 we had our monthly EMS training. Training consisted of three stations. First station was on scene size up. This is where the members need to remove those blinders and look around for any hazards or clues on what the emergency is. The second station was pediatric trauma. One of our members children got to be the patient. The members have to complete multiple things to find out the injuries. The third station was hydrant hookups. We will be putting equipment on the ambulances to be able to have our EMTs connect the large diameter hose to the hydrant.

On Monday May 18th, 2020 we had our monthly Fire training. Training consisted of hose advancement. Utilizing our training site (sea-land trailers) our members took two separate fire hoses and advanced them into the structure. This should be easy but in reality, the hose can get caught on so many things, so there are certain ways of advancing a hose and that's why we train on it.

Sincerely,

Chief Wesley Benisch
Waterloo Fire Department
900 Industrial Ln.
Waterloo WI 53594
920-478-2535
wbenisch@waterloofd.com



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Department Activity Report – June
 Call Report for the month of June

EMS Calls:

City of Waterloo	20
Township of Portland	2
2 nd out Unit City of Waterloo	1
Mutual Aid for Watertown	1
Mutual Aid for Lake Mills	1
Total EMS	25

EMS & Fire Motor Vehicle Crash Calls:

Township of Portland	1
Total MVC	1

False Alarms:

City of Waterloo	1
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Fire Calls:

Mutual Aid for Watertown	1
Mutual Aid for Marshall	1
Mutual Aid for Lake Mills	1

Hazardous Condition:

Township of Portland	1
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Weather Related Call:

Waterloo Fire District	0
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Good Intent:

City of Waterloo	0
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Service Calls:

City of Waterloo	0
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Rescue Calls:

Township of Waterloo	0
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Total Fire	5
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June Total	32
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Up to Date Call Totals

Fire (Structure, Wild land, Motor Vehicle)	23
Rescue/EMS: BLS 92 ALS 57 Total:	149
Hazardous Conditions (No Fire)	4
Good Intent Calls	0
False Alarm or Call	7
Motor Vehicle Crash	3
Service Calls	7
Rescue Calls	1
Weather Related Calls	0

Up to Date Total	194
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Fire Mutual Aid Given 13 Fire Mutual Aid Received 1

2nd Out Unit 6 EMS Mutual Aid Given 4 EMS Mutual Aid Received 1 Paramedic Intercept 6

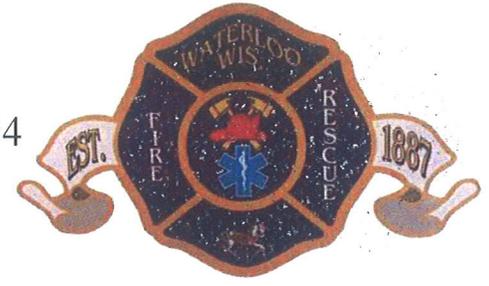
Total Personnel Response: 938 (for the month): 145

Monthly Response Time (EMS Incidents) **183** (From 1st page to enroute times) average **7.3** min (for the month)
 Minutes Spent Responding **88** (Enroute time to on scene time) average **3.5** min (for the month)

Monthly Response Time (FIRE Incidents) **28** (From 1st page to enroute times) average **4.6** min (for the month)
 Minutes Spent Responding **47** (Enroute time to on scene time) average **7.8** min (for the month)



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Friday August 7th, 2020

On Monday June 1st, 2020 we had our monthly MPO training. Training was on drafting and relay pumping. Operators have to set up the hard suction and get the portable tank ready for tenders to dump water. Using the Truck, (ladder truck) they have to suction the water to the pump and relay it to the Engine.

On Monday June 8th, 2020 we had our monthly EMS training. We had a zoom meeting with our medical director about the upcoming protocol changes and updates.

On Monday June 15th, 2020 we had our monthly Fire training. Training was on search and rescue tactics. Members had black out conditions where they had to search for victims. The members have to keep in contact with where they are and what they found. Once they have found a victim, they must remove them and then finish with the search. We also had our annual fit testing. We have to be tested with our SCBA masks to be able to go into a fire.

On Monday June 29th, 2020 we had our quarterly combination training. With both fire and EMS members trained on multi-vehicle crash. Mass casualty scenario with 3-5 people injured. We had three people from our community and area volunteer to be patients.

Sincerely,

Chief Wesley Benisch
Waterloo Fire Department
900 Industrial Ln.
Waterloo WI 53594
920-478-2535

wbenisch@waterloofd.com



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Department Activity Report – July
 Call Report for the month of July

EMS Calls:

City of Waterloo	20
Township of Waterloo	3
Township of Portland	2
Township of Milford	1
2 nd out Unit City of Waterloo	2
Mutual Aid for Marshall	1

Total EMS **29**

EMS & Fire Motor Vehicle Crash Calls:

Township of Waterloo	2
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Total MVC **2**

False Alarms:

City of Waterloo	4
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Fire Calls:

City of Waterloo	2
Township of Portland	1
Mutual Aid for Marshall	1
Mutual Aid for Reeseville	1

Hazardous Condition:

City of Waterloo	2
Mutual Aid for Marshall	1

Weather Related Call:

Waterloo Fire District	0
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Good Intent:

City of Waterloo	0
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Service Calls:

City of Waterloo	1
Township of Waterloo	1
Township of Portland	1

Rescue Calls:

Township of Waterloo	0
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Total Fire **15**

July Total **46**

Up to Date Call Totals

Fire (Structure, Wild land, Motor Vehicle)	28
Rescue/EMS: BLS 110 ALS 68 Total:	178
Hazardous Conditions (No Fire)	7
Good Intent Calls	0
False Alarm or Call	11
Motor Vehicle Crash	5
Service Calls	10
Rescue Calls	1
Weather Related Calls	0

Up to Date Total **240**

Fire Mutual Aid Given 16 Fire Mutual Aid Received 1

2nd Out Unit 8 EMS Mutual Aid Given 5 EMS Mutual Aid Received 1 Paramedic Intercept 6

Total Personnel Response: 1171 (for the month): 233

Monthly Response Time (EMS Incidents) **196** (From 1st page to enroute times) average **6.3** min (for the month)

Minutes Spent Responding **115** (Enroute time to on scene time) average **3.7** min (for the month)

Monthly Response Time (FIRE Incidents) **92** (From 1st page to enroute times) average **5.4** min (for the month)

Minutes Spent Responding **72** (Enroute time to on scene time) average **4.2** min (for the month)



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Friday August 8th, 2020

On Monday July 6th, 2020 we had our monthly MPO training. Training was Engine positioning and aerial setup. We picked random locations and had to figure out where to position the Engine so we could still use the Ladder.

On Monday July 13th, 2020 we had our monthly EMS training. Training was on skills. We had 5 different stations setup for skills training and testing. This was medications, airway, intravenous/intraosseous, stop the bleed and vital signs.

On Monday July 20th, 2020 we had our monthly Fire training. Training was on extrication. Our newer members got more training on the use of the extrication tools. Also, all members went through how things should be completed to have the safest and quickest way possible.

Sincerely,

Chief Wesley Benisch
Waterloo Fire Department
900 Industrial Ln.
Waterloo WI 53594
920-478-2535
wbenisch@waterloofd.com



Invoice

Invoice Number: 0070995-IN
 Invoice Date: 07/31/20
 Terms: Net 30 Days
 Due Date: 08/30/20

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-0100-20-07OS ✓	230 Boorman Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water I	60.00	07/01/20	60.00	36.00
20WTRC-0100-20-07OS Subtotal				36.00
Permit # 20WTRC-0101-20-07OS ✓	206 Boorman Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water I	60.00	07/01/20	60.00	36.00
20WTRC-0101-20-07OS Subtotal				36.00
Permit # 20WTRC-0102-20-07OS ✓	155 Jefferson Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water I	60.00	07/01/20	60.00	36.00
20WTRC-0102-20-07OS Subtotal				36.00
Permit # 20WTRC-0103-20-07PLOS ✓	214 Boorman Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water I	60.00	07/08/20	60.00	36.00
20WTRC-0103-20-07PLOS Subtotal				36.00
Permit # 20WTRC-0104-20-07B ✓	164 Gregor Street, Waterloo, WI 53594			Accessory Structure (Residenti
Accessory Structure- Residential	60.00	07/09/20	60.00	36.00
20WTRC-0104-20-07B Subtotal				36.00
Permit # 20WTRC-0105-20-07B ✓	215 Beech Road, Waterloo, WI 53594			Fence
Other Fee- Residential	50.00	07/09/20	60.00	30.00
20WTRC-0105-20-07B Subtotal				30.00
Permit # 20WTRC-0106-20-07E ✓	508 South Washington Street, Waterloo, WI 53594			Electrical Permit
Electrical- Replacement & Misc.	50.00	07/16/20	60.00	30.00
20WTRC-0106-20-07E Subtotal				30.00
Permit # 20WTRC-0107-20-07BE ✓	359 Harrison Street, Waterloo, WI 53594			Accessory Structure (Residenti
Electrical- New Building/Additon.	84.60	07/16/20	60.00	50.76
Accessory Structure- Residential	151.20	07/16/20	60.00	90.72
20WTRC-0107-20-07BE Subtotal				141.48
Permit # 20WTRC-0108-20-07B ✓	227 Beech Road, Waterloo, WI 53594			Fence
Other Fee- Residential	50.00	07/17/20	60.00	30.00
20WTRC-0108-20-07B Subtotal				30.00

Department Approval _____ Date _____
 Clerk/Treasurer Approval M-IT 8-7-20
 Vendor Number 10356
 Acct Dist 166-52-5240-290 \$ 3419.85
 Acct Dist _____ \$ _____
 Acct Dist _____ \$ _____

Continued

Contracted Bldg Svc / 07/20



CITY OF WATERLOO

Invoice Number: 0070995-IN

Invoice Date: 07/31/20

Page: 2

Fee Type	Amount Paid	Paid Date	Meritage %	Due to Meritage
Permit # 20WTRC-0109-20-07BE ✓		615 Jefferson Street, Waterloo, WI 53594		Residential Addition
Electrical- Replacement & Misc.	50.00	07/17/20	60.00	30.00
Residential New Dwelling/Additc	125.00	07/17/20	60.00	75.00
20WTRC-0109-20-07BE Subtotal				105.00
Permit # 20WTRC-0110-20-07B ✓		1095 Lexington Way, Waterloo, WI 53594		Accessory Structure (Residenti
Accessory Structure- Residentia	60.00	07/17/20	60.00	36.00
20WTRC-0110-20-07B Subtotal				36.00
Permit # 20WTRC-0111-20-07BEPH ✓		230 Beech Road, Waterloo, WI 53594		SINGLE FAMILY DWELLING
Occupancy Permit- Residential	60.00	07/17/20	60.00	36.00
Residential New Dwelling/Additc	892.92	07/17/20	60.00	535.75
Plumbing- New Building/Additior	278.86	07/17/20	60.00	167.32
HVAC- New Building/Additon/Alt	278.86	07/17/20	60.00	167.32
Electrical- New Building/Additon.	278.86	07/17/20	60.00	167.32
State Seal Fee	41.00	07/17/20	60.00	24.60
20WTRC-0111-20-07BEPH Subtotal				1,098.31
Permit # 20WTRC-0112-20-07OS ✓		431 Leschinger Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water l	60.00	07/24/20	60.00	36.00
20WTRC-0112-20-07OS Subtotal				36.00
Permit # 20WTRC-0113-2007OS ✓		508 Harrison Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water l	60.00	07/24/20	60.00	36.00
20WTRC-0113-2007OS Subtotal				36.00
Permit # 20WTRC-0114-20-07B ✓		413 East Madison Street, Waterloo, WI 53594		Commercial Addition
Commerical New Structure/Addi	1,862.07	07/24/20	60.00	1,117.24
Occupancy Permit- Commercial	70.00	07/24/20	60.00	42.00
20WTRC-0114-20-07B Subtotal				1,159.24
Permit # 20WTRC-0115-20-07E ✓		413 East Madison Street, Waterloo, WI 53594		ctrical Permit - Commercial
Electrical- New Building/Additon.	631.36	07/30/20	60.00	378.82
20WTRC-0115-20-07E Subtotal				378.82
Permit # 20WTRC-0116-20-07B ✓		420 Lum Avenue, Waterloo, WI 53594		Residential Alteration
Remodel- Residential	85.00	07/30/20	60.00	51.00
Occupancy Permit- Residential	60.00	07/30/20	60.00	36.00
20WTRC-0116-20-07B Subtotal				87.00
Permit # 20WTRC-0117-20-07P		309 Jefferson Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water l	60.00	07/31/20	60.00	36.00
20WTRC-0117-20-07P Subtotal				36.00
Permit # 20WTRC-0118-20-07P		148 Boorman Street, Waterloo, WI 53594		Plumbing Permit
New Home OS Sewer & Water l	60.00	07/31/20	60.00	36.00
20WTRC-0118-20-07P Subtotal				36.00

WI - Invoicing

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

Net Invoice:	3,419.85
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,419.85



CITY OF WATERLOO

Invoice Number: 0070995-IN

Invoice Date: 07/31/20

Page: 3

Fee Type	Amount Paid	Paid Date	Meritage %	Due to Meritage
Summary Fee Type				
ItemCode	Description		Amount	
/PERMITS	Building Permits		3,419.85	
Total			3,419.85	

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

Net Invoice:	3,419.85
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,419.85

MONTHLY TIME REPORT

JULY

2020

JOB	DPW	Chad	Jeff	Chris	Travis
Police Adm		0	0	0	0
Fire Dept		0	0	0	7.5
Mach/Equip		10	14	25	8
Garage/Shed		25	10	10	11
Meeting/Seminars		11	0	3	0
Street Repair/Maintenance		20	1	24	0
Street Cleaning		0	10	5	0
Snow & Ice	Reg Hrs	0	0	0	0
	OT Hrs	0	0	0	0
Storm Sewer		7	0	3	1
Traffic Control		48	97	37	6
Bridges/Culvers		0	0	0	0
Tree/Brush		6	5	17	29
Refuse Collection		2	5	10	0
Sanitary Sewer		0	0	0	0
Insect Control		0	0	0	0
Animal Control		0	0	0	0
Cemetary		0	0	0	15
Library		0	0	0	4.5
Firemans Park		20.5	7	25	0
Other Parks		0	1	2	59
Trail Head		1	0	0	6
Celeb/Enter		4	0	0	0
Weed Control		15	15	7	17
Vac/Holiday/SL		10.5	22	19	22

Machinery and Equipment Maintenance
2020 DPW

JULY

Equipment		Mileage / Hours			TTI Fuel	GPH
		Start	End	Total		
End loader	544	3669	3674	5	28.861	0.17
John Deere Tractor	2555	4625	4646	21	13.677	1.54
Wood Chipper	200XP	2644	2663	19	38.342	0.50
John Deere Lawn Tractor	1025R	27.7	30	2.3	49.583	2.26
John Deere	X750	1394	1450	56	49.583	2.26
John Deere	X750-1	1212	1266	54	49.583	2.26
Wacker Roller		404	404	0	14.485	0.00
2010 International Truck	#1	21448	21452	4	0	#DIV/0!
2020 International Truck	#2	2705	2706	1	0	#DIV/0!
	#3	0	0	0	0	#DIV/0!
2017 Chevrolet Truck	#4	33293	34464	1171	77.727	15.07
2018 Freightliner Truck	#5	8522	8523	1	41.734	0.02
2006 Elgin Pelican Street Sweeper		9830	9833	3	0	#DIV/0!
2011 Ford F-550 Truck	#6	35981	36394	413	75.771	5.45
2015 Freightliner Truck	#7	10869	10871	2	11.171	0.18
Bobcat	595	435	442	7	0	#DIV/0!

WATERLOO POLICE DEPARTMENT

Report For Month Of July

COMPLAINTS

Family:	0
Off Road Vehicles:	0
Vandalism:	0
Minor Theft - Less Than \$500:	6
Major Theft - More Than \$500:	1
Burglary:	0
Doors Found Open:	1
Animal Case:	4
Late Bar Closing:	0
Alarms:	0
Lous Music/Parties:	2
Tavern Complaints:	0
Prowler Complaints:	3
Battery To Person:	2
Domestic Abuse:	1
Sexual Assault:	1
Runaways:	0
Worthless Checks:	0
All Other Complaints:	43
TOTAL COMPLAINTS	64

INQUIRIES/CHECKS

Registration Checks:	583
Drivers License Checks:	236
NCIC/CIB/VIN Checks:	5
Check Welfare:	7
TOTAL INQUIRIES/CHECKS	831

ACCIDENTS

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

ASSISTS

Assist Jefferson County:	1
Assist Dodge County:	0
Assist Dane County:	0
Assist Marshall Police:	5
Assist Fire/Rescue:	22
Assist Other Agencies:	3
Assist Public:	62
Assist With Escort:	0
Assist All Other:	5
TOTAL ASSISTS	98

MISCELLANEOUS

Investigations/Followups:	85
Traffic Control:	2
Radar Operations:	127
Special Assignment:	2
Speech/Presentations:	1
Serve Papers:	0
Other Miscellaneous:	2
TOTAL MISCELLANEOUS	219

WATERLOO POLICE DEPARTMENT

Report For Month Of July

TRAFFIC VIOLATIONS

MISDEMEANOR/CRIMINAL

WARNINGS

ARRESTS

WARNINGS

ARRESTS

Speeding:	4	3
Too Fast For Conditions:	0	0
Innattentive Driving:	0	0
Failure To Yield:	0	0
Stop Sign Violation:	1	2
Illegal Passing:	0	1
No Drivers License:	0	4
Illegal Parking:	13	11
Left Of Highway:	0	1
Operate While Intoxicated:	0	2
Unregistered Vehicle:	2	1
Driving Suspended/Revoked:	0	1
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:	6	0
All Other Traffic:	3	4

Disorderly Conduct:	1	3
Underage Alcohol:	0	0
Warrants:	0	0
Theft:	0	0
Trespassing:	1	0
Breaking & Entering:	0	0
Vandalism:	0	0
All Other Misd/Criminal:	2	1

WARNINGS

ARRESTS

TOTALS

33

34

Hourly Breakdown

Patrol:	498.25
Investigations:	60.50
Radar:	109.00
Court Appearances:	0.00
Office:	248.75
Special Duties:	15.00
Schools/Training:	0.00
On Call:	0.00

TOTAL:

931.50

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
No Category	Blank Description	0	1	1	0	3
	Total for No Category:	0	1	1	0	3
ASSIST	Assist Citizen	2	4	13	1	24
	Assist Dane County Sheriff	0	1	3	0	3
	Assist Dodge County Sheriff	0	2	6	2	12
	Assist Jefferson County Sheriff	1	0	1	1	9
	Assist Marshall PD	1	4	10	1	34
	Assist Probabtion/Parole	0	1	5	0	1
	Assist Social Services	0	1	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	0	1	0	1
	Neighbor Problems	0	0	1	0	0
	Other Mutual Aid Assists	0	0	2	0	2
	Probation/Parole Check Ins	2	1	3	0	1
	Sex Offender Registration	0	0	0	0	1
	Total for ASSIST:	6	14	55	5	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	1	8	0	15
	Disorderly Conduct - All Other	0	1	8	2	16
	Disorderly Conduct - Fight, Disturbance	2	0	2	0	10
	Disorderly Conduct - Noise	0	0	0	0	1
	Domestic Disturbance	0	3	13	0	12
	Domestic Offense - Child Abuse/Neglect	0	0	0	0	2
	Domestic Offense - Spousal Abuse/Fights	1	0	2	0	1
	Drug Investigations	0	0	6	0	6
	Drug Paraphernalia Possession	0	0	0	0	6
	Drug Possession	0	0	1	0	4
	Endanger Safety/Reckless Behavior	0	0	1	1	1
	Forcible Rape	0	0	0	0	1
	Forgery/Counterfeiting	0	0	0	0	1
	Fraud	5	0	11	0	7

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
CRIMINAL						
	Harassment - Harassing Telephone Calls	0	0	2	0	5
	Harassment - Threats	0	2	3	0	2
	Operate Vehicle Without Owner's Consent	0	2	3	0	0
	Other Sex Offenses	1	0	3	0	4
	Probation Hold	0	0	0	0	2
	Probation/Parole Violation	0	0	1	0	1
	Theft - All Other	4	2	8	0	14
	Theft - Bicycles	0	0	0	0	2
	Theft - From Building	0	0	2	0	5
	Theft - From a Motor Vehicle	1	0	6	0	2
	Theft - Retail/Shoplifting	0	2	6	0	9
	Trespassing	0	0	0	1	2
	Violation of Court/Restraining Order	0	0	1	0	1
	Worthless Checks - Less Than \$1000	0	1	1	0	2
	Worthless Checks - More Than \$1000	0	0	0	0	1
	Total for CRIMINAL:	15	14	93	4	142
ORDINANCE						
	Abandoned Property/Vehicle Violation	0	1	1	0	1
	All-Terrain Vehicle Violation	0	0	1	0	0
	Animal Bite	1	1	3	0	5
	Animal Licensing/Shots/Etc.	0	1	1	0	3
	Animal Noise Complaint	0	0	0	0	2
	Animal Running at Large	1	0	1	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	0	1	0	1
	Truancy	0	0	0	0	2
	Under Age Drinking - Minor (Under 18)	0	0	0	0	1
	Total for ORDINANCE:	2	3	9	1	23
Other						
	Other Animal Calls - Dead, Etc.	0	1	2	1	3
	Receive Information	1	0	8	2	18
	Total for Other:	1	1	10	3	21
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	1	0	4	0	5

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
SERVICE						
	Found Items/Property	1	1	2	0	7
	Keep the Peace	0	0	0	1	2
	Runaway Juvenile	0	0	1	0	2
	Suspicious Person/Activity, Prowler	1	1	5	0	4
	Uncontrollable Juvenile	0	0	1	0	9
	Warrant Pickup - Other Agency	0	0	1	1	10
	Warrant Pickup - Waterloo	0	1	1	0	0
	Welfare Check	2	1	7	0	10
	Total for SERVICE:	5	4	26	2	57
TRAFFIC						
	Driver's License Violations (Ex OAS/OAR)	3	2	11	1	33
	Eluding Police Officer	0	1	1	0	0
	Illegal Turns	0	0	1	1	3
	Lane Violations - Left of Center, Etc.	0	0	0	1	1
	Motor Vehicle Insurance Violation	0	0	5	0	24

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2020

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
TRAFFIC						
	OAS/OAR/Other License Violations	0	3	9	3	32
	Open Intoxicants - Driver	1	0	1	0	0
	Operate Motor Vehicle While Intoxicated	2	0	4	3	10
	Other Traffic Violations	0	0	1	0	0
	Parking Violation	0	1	18	4	55
	Power Display/Squeal Tires	0	0	0	0	1
	Registration/Title Violation	0	0	1	1	12
	Right of Way Violation	0	0	0	0	2
	Seatbelt Violation	0	0	0	0	17
	Speeding - School Zone	0	0	1	0	3
	Speeding Violation	2	2	13	5	40
	Stop Sign/Signal Violation	2	0	5	3	23
	Tow Vehicle	0	0	1	0	2
	Traffic Accident - Hit and Run (Damage)	1	1	6	0	9
	Traffic Accident - Non-Reportable	0	2	5	3	5
	Traffic Accident - Personal Injury	0	0	0	0	1
	Traffic Accident - Property Damage	4	0	15	2	18
	Traffic Obstruction/Debris on Highway	0	0	1	0	0
	Vehicle Equipment Violation - Lights	0	0	2	1	11
	Vehicle Equipment Violation - Other	0	0	3	0	2
	Warning - 5 Day Equipment Violation	0	0	0	0	1
	Total for TRAFFIC:	15	12	104	28	305
	Grand Totals:	44	49	298	43	653

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
07/01/2020	07/31/2020		ALL

Title	Notes	Date	Time	Officer
No valid license.	Officer had subject on a traffic stop. Upon checking driver's status, officer learned subject did not possess a valid license. Subject arrested and issued citation.	07/01/2020		
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.	07/01/2020		
Open intoxicants.	Officer had subject on a traffic stop. Upon making contact with occupants of vehicle, officer observed occupants had open containers of alcohol. Subjects arrested and issued citations.	07/02/2020		
Identity theft.	Subject reports financial accounts were created in his name. Investigation continuing.	07/02/2020		
Traffic Accident	Report of vehicle striking parked vehicle. Officer took report.	07/02/2020		
Suspicious person.	Report of an intoxicated individual entering wrong residence. Officers located subject who had already left the residence. Due to intoxicated state, officers located someone to be a responsible party for subject for the evening.	07/04/2020		
Theft-all other	Report of items taken from yard of residence. Investigation continuing.	07/04/2020		
Assist Marshall	Officer requested to assist Marshall Police Department with a large group of people in the street. Officer responded.	07/05/2020		
Found property.	Subject reports finding cash and wished to turn it in to the police department. Money taken to police department for safekeeping.	07/05/2020		
Theft-all other	Subject reports prepaid card was used by unknown subject at local business. Investigation continuing.	07/07/2020		
Traffic accident.	Report of vehicle striking post. Officer took report.	07/07/2020		
Identity theft.	Subject reports finding a credit card taken out in their name with an unpaid balance. Officer took report. Investigation continuing.	07/07/2020		
Hit and run accident	Report of parked vehicle being struck by another vehicle which left the scene. Investigation continuing.	07/08/2020		
Welfare check	Complainant wished resident in apartment in building be checked on due to loud yelling occurring. Officers made contact at residence and spoke with residents. One resident left for evening.	07/08/2020		
Theft from vehicle.	Subject reports items taken from vehicle by unknown subject. Investigation continuing.	07/08/2020		
Disorderly conduct.	Report of altercation occurring at local business. Officers made contact and spoke with subjects. involved. One subject warned and advised they were no longer welcome at business.	07/11/2020		
Stop sign violation.	Officer observed vehicle approach a stop sign and then failed to come to a complete stop. Subject arrested and issued citation.	07/11/2020		
No valid license.	Officer had subject on a traffic stop. Upon checking driver's status, officer learned subject did not possess a valid license.	07/12/2020		
Assist citizen	Subject reports fence being damaged by garbage truck backing into it. Subject advised to contact company to work out situation.	07/16/2020		
Receive information.	Subject reports almost being scammed out of money. Subject still has the gift cards that were purchased and would like them refunded. He was advised he needed to make a police report. Officer took information.	07/17/2020		
Stop sign violation.	Officer observed subject approaching stop sign and then failed to come to a complete stop. Subject arrested and issued citation.	07/17/2020		
Emergency detox.	Report of subject found laying on sidewalk. Officers made contact. Subject was extremely intoxicated. Officer assisted subject. A responsible party was located to take custody of subject.	07/18/2020		
Damage to property	Report of door on residence being damaged. Investigation continuing.	07/18/2020		
Theft-all other	Complainant reports item being taken by subject without their permission. Investigation continuing.	07/18/2020		
Other sex offenses.	Complainant reports suspect having sexual contact with complainant that was unwanted. Officer spoke with complainant and suspect. Report to be forwarded to District Attorney's Office for charges.	07/19/2020		
Fraud	Subject reports social security number and phone number used by unknown person to purchase phone. Officer took information and advised subject to contact social security office.	07/19/2020		

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
07/01/2020	07/31/2020		ALL

Title	Notes	Date	Time	Officer
Traffic accident.	Report of truck striking power lines causing them to fall. Officer took report.	07/20/2020		
Operate while intoxicated	Officer observed vehicle traveling on the roadway that was weaving in the lane of traffic and crossing the centerline. Upon officer stopping vehicle and making contact with the driver, officer observed the driver was intoxicated. Subject arrested and issued citations.	07/22/2020		
Domestic disturbance.	Subject reports being struck by spouse during an argument. Officers spoke with subjects. One subject arrested and transported to Jefferson County Jail.	07/22/2020		
Hit and run accident.	Report of parked vehicle struck by passing vehicle that left the scene. Officer took report. Investigation continuing.	07/23/2020		
Speeding	Officer observed subject speeding and verified speed with radar. Subject arrested and issued citation.	07/24/2020		
Assist Jefferson County.	Officer requested to help with an injured subject in Jefferson County. Officer assisted.	07/25/2020		
Animal complaint.	Report of dog running loose in neighborhood and may have caused damage to a vehicle. Officer spoke with subjects in the area. Officer took information but vehicle owners' advised it was a civil matter.	07/25/2020		
Welfare check.	Subject requested a resident in the city be checked on due to possible suicidal comments. Officer spoke with subject. Subject was not suicidal but depressed. Human services contacted for possible services.	07/27/2020		
Fraud	Report of business receiving email to change an employees direct deposit information. Email did not come from employee and employee did not receive pay. Investigation continuing.	07/27/2020		
Dog bite.	Report of subject being bitten by family dog. Officer made contact. Owner was advised of 10 day quarantine and vet visits.	07/27/2020		
Theft	Subject reports soon to be ex-spouse possibly wrote checks off of subject's account without permission. Officer spoke with subjects. Subjects advised this a civil issue.	07/30/2020		
Assist citizen.	Subject reports debit card being used in Florida by unknown subjects. Officer took information. Subject advised to contact law enforcement agency in Florida.	07/30/2020		
Fraud.	Subject reports learning his personal information was used by unknown subject in an attempt file for unemployment benefits. Officer took information and advised subject to contact the credit bureaus and social security.	07/30/2020		
Speeding.	Officer observed subject speeding and verified speed with radar. Subject arrested and issued citation.	07/31/2020		

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/21/2020	07/21/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	BEILFUSS,BROOKE,MORGHAN 2102 MACARTHUR ROAD 5 WAUKESHA WI, 53072	DOB: 09/13/01 Age: 18 No: T-BC845841-3 Issued: 02/28/20 Inc #: 20-000219	BRICKEY,BENJAMIN,I JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$0.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	BENDER,DANIELLE,RAIVAUN 217 N MONROE STREET 301 WATERLOO WI, 53594	DOB: 04/28/94 Age: 25 No: T-BC845844-6 Issued: 02/21/20 Inc #: 20-000227	BRICKEY,BENJAMIN,I JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.53(6)	Parking/Standing where Prohibited	\$0.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	BENDER,DANIELLE,RAIVAUN 217 N MONROE ST # 301 WATERLOO WI, 53594	DOB: 04/28/94 Age: 25 No: T-BC845845-0 Issued: 02/13/20 Inc #: 20-000228	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*346.53	PARK/STAND WHERE PROHIB	\$0.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	BERGERON,BRYON,S 530 KNOWLTON ST WATERLOO WI, 53594	DOB: 05/23/70 Age: 49 No: T-BF358502-4 Issued: 02/13/20 Inc #: 20-000233	KELLY,JESSICA,LEE JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.53(6)	Parking/Standing where Prohibited	\$0.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	CAMPOS-PEREZ,EZEQUIEL 420 FARNHAM ST # C MARSHALL WI, 53559	DOB: 08/14/77 Age: 42 No: T-BF358463-0 Issued: 06/21/20 Inc #: 20-000241	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.57(5)	Exceeding Speed Zones/Posted Limits	\$15.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	CAMPOS-PEREZ,EZEQUIEL 420 FARNHAM ST # C MARSHALL WI, 53559	DOB: 08/14/77 Age: 42 No: T-BF358464-1 Issued: 06/21/20 Inc #: 20-000241	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$25.00	\$0.00

Court Date	Name	Ticket	Officer/Court Type
07/21/20 11:00 AM	CASTRO,FRANCISCO,DANIEL 287 N MONROE ST WATERLOO WI, 53594	DOB: 01/29/89 Age: 31 No: C-1F80PBQ6R9 Issued: 06/17/20 Inc #: 20-000246	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*126-4A	DOG LICENSE REQUIRED	\$0.00	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/21/2020	07/21/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	GILBERTSON,JILL,MARIE	06/13/77	T-BF358469-6	THOM,TRACY
11:00 AM	911 OWEN ST LAKE MILLS WI, 53551	Age: 43	Issued: 06/27/20 Inc #: 20-000256	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.05(3)(B)	Operate Motorcycle w/o Valid License	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	GOMEZ,MARIA,TERESA	04/13/74	T-BF358460-4	WARNER,DAVID,N
11:00 AM	W10864 HUBBLETON RD WATERLOO WI, 53594	Age: 46	Issued: 06/08/20 Inc #: 20-000214	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.05(3)(A)	Operate w/o Valid License	\$0.00	\$45.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	GWALTNEY,SHAWN,CHRISTOPHER	11/09/88	T-BF358465-2	WARNER,DAVID,N
11:00 AM	1120 LUM AVE # 4 WATERLOO WI, 53594	Age: 31	Issued: 06/21/20 Inc #: 20-000243	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*343.44(1)	OPER AFT REVOK/SUSP 1ST	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	HAYES,JESSICA,MARIE	06/24/87	T-BF358503-5	BOLLIG,RANDY,P
11:00 AM	516 E MAIN ST 109 WATERTOWN WI, 53094	Age: 32	Issued: 05/26/20 Inc #: 20-000245	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
347.39(1)	Operate Motor Veh. w/o Adequate Muffler	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	JACKSON,CHRISTOPHER,JAMES	11/14/91	T-BC845843-5	BRICKEY,BENJAMIN,I
11:00 AM	425 FARNHAM ST 4 MARSHALL WI, 53559	Age: 28	Issued: 02/22/20 Inc #: 20-000226	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.53(6)	Parking/Standing where Prohibited	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	KUHL,JEFFERY,L	09/06/63	T-BF358457-1	BOLLIG,RANDY,P
11:00 AM	W8758 HUNTERS LANE WATERLOO WI, 53594	Age: 56	Issued: 06/07/20 Inc #: 20-000211	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	KUHL,JEFFERY,L	09/06/63	T-BF358458-2	BOLLIG,RANDY,P
11:00 AM	W8758 HUNTERS LANE WATERLOO WI, 53594	Age: 56	Issued: 06/07/20 Inc #: 20-000211	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
341.04(1)	Non-Registration of Vehicle	\$0.00	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/21/2020	07/21/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20 11:00 AM	KUHL,JEFFERY,L W8758 HUNTERS LA WATERLOO WI, 53594	09/06/63 Age: 56	T-BF358459-3 Issued: 06/07/20 Inc #: 20-000211	BOLLIG,RANDY,P JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		*343.44(1)	OPER AFT REVOK/SUSP 1ST	\$0.00 \$0.00
07/21/20 11:00 AM	LIVERMORE,DESIREE,A 624 KNOWLTON STREET APT#1 WATERLOO WI, 53594	02/27/97 Age: 23	T-BF358461-5 Issued: 06/13/20 Inc #: 20-000224	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		343.44(1)(A)	OPERATING WHILE SUSPENDED	\$0.00 \$0.00
07/21/20 11:00 AM	LIVERMORE,DESIREE,A 624 KNOWLTON ST 1 WATERLOO WI, 53594	02/27/97 Age: 23	T-BF358462-6 Issued: 06/13/20 Inc #: 20-000224	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		*344.62(1)	Operate Motor Vehicle W/O Insurance	\$0.00 \$0.00
07/21/20 11:00 AM	LOYA,SAUL 730 MCKAY WAY A WATERLOO WI, 53594	08/12/98 Age: 21	T-BC845838-0 Issued: 02/24/20 Inc #: 20-000215	BOLLIG,RANDY,P JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		*305.30	VEHICLE TIRE AND RIM VIOL	\$0.00 \$25.00
07/21/20 11:00 AM	MILLER,CHRISTOPHER,M 856 ANNA CT WATERLOO WI, 53594	10/29/93 Age: 26	T-BF358466-3 Issued: 06/25/20 Inc #: 20-000251	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		346.57(5)	Exceeding Speed Zones/Posted Limits	\$0.00 \$45.00
07/21/20 11:00 AM	RIOS VIVIAN,TONYA,ROBERTA 4530 SENTINEL PASS FITCHBURG WI, 53711	04/22/76 Age: 44	T-BF358471-1 Issued: 07/02/20 Inc #: 20-000266	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		346.935(3)	Keep Open Intoxicants in MV	\$0.00 \$95.00
07/21/20 11:00 AM	RIZO IRIAS,FRANCISCO MISAEAL 554 KNOWLTON ST 5 WATERLOO WI, 53594	10/18/89 Age: 30	T-BF358472-2 Issued: 07/02/20 Inc #: 20-000266	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT
		Charge	Description	Fine Collected
		346.935(2)	Possess Open Intoxicants in MV	\$0.00 \$45.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/21/2020	07/21/2020	ALL	JEFFERSON CO CIRCUIT CT

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	SARANTES,NAHUM,BLONDON	09/08/99	T-BF358501-3	KELLY,JESSICA,LEE
11:00 AM	554 KNOWLTON ST 7 WATERLOO WI, 53594	Age: 20	Issued: 02/18/20 Inc #: 20-000232	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.53(6)	Parking/Standing where Prohibited	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	SCHROEDER,TERA,MARIE	07/27/83	T-BC845842-4	BRICKEY,BENJAMIN,I
11:00 AM	1142 BOUGHTON STREET 1 WATERTOWN WI, 53094	Age: 36	Issued: 02/27/20 Inc #: 20-000220	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	TALAVERA RODRIGUEZ,MEYLIN,YULIBETH	10/28/87	T-BC845837-6	CULLEN,NATHANIEL,J
11:00 AM	613 16TH AVENUE MONROE WI, 53566	Age: 32	Issued: 06/07/20	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.175(1)(A)	Owner's Liability-Flee/Elude Officer	\$0.00	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	VELAZQUEZ SALGADO,HERMILO	01/23/58	T-BF358467-4	CULLEN,NATHANIEL,J
11:00 AM	275 CRESTVIEW DR WATERLOO WI, 53594	Age: 62	Issued: 06/26/20 Inc #: 20-000252	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.44(1)(A)	OPERATING WHILE SUSPENDED	\$0.00	\$45.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/21/20	VELAZQUEZ SALGADO,HERMILO	01/23/58	T-BF358468-5	CULLEN,NATHANIEL,J
11:00 AM	275 CRESTVIEW DR WATERLOO WI, 53594	Age: 62	Issued: 06/26/20 Inc #: 20-000252	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
*344.62(1)	Operate Motor Vehicle W/O Insurance	\$0.00	\$45.00

Ticket Count: 26

Total Fines: \$40.00
Total Payments: \$345.00
Total Due: -\$305.00

WATERLOO POLICE DEPARTMENT
 PARKING CITATIONS JULY, 2020

Date	Payment	Method	Receipt	Last	First	CitationNumber
7/1/2020	20.00	Check	012762	Wiersma	James	015315
7/7/2020	20.00	Check	012764	Schissel	Monica	015314
7/7/2020	20.00	Cash	012763	Boedefeld	Kyle	015311
7/8/2020	20.00	Cash	012765	Will	Hunter	015316
7/9/2020	20.00	Cash	012767	Haley	Eric	015318
7/9/2020	60.00	Cash	012766	Herrera	Victoria	015305
7/15/2020	20.00	Cash	012771	Peterson	Gregory	015319
7/15/2020	20.00	Cash	012769	Corona	MANUEL	015322
7/16/2020	20.00	Cash	012772	Garcia	Katalina	015323
7/27/2020	20.00	Money Order	012774	Glass	Richard	015325
7/27/2020	20.00	Money Order	012773	Zavala	Gloria	015324
7/29/2020	20.00	Cash	012776	STRNAD	TRACY	015326
7/29/2020	20.00	Cash	012775	Korth	Shawn	015328

Total Due 300.00

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: July YEAR: 2020

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08/17/2020
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2015 FORD SUV

Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
07/01/2020	66,941	7.1	\$14.80		
07/02/2020	67,039			OIL CHANGE/NEW TIRES PUT ON	\$145.00
07/03/2020	67,082	8.4	\$17.53		
07/04/2020	67,237	11.8	\$24.75		
07/05/2020	67,322	7.6	\$16.00		
07/06/2020	67,405	7.6	\$16.00		
07/07/2020	67,485	9.8	\$22.02		
07/08/2020	67,556	8.0	\$18.00		
07/09/2020	67,614	5.6	\$12.33		
07/09/2020	67,672	6.8	\$15.00		
07/10/2020	67,740	8.4	\$18.50		
07/11/2020	67,790	5.7	\$12.50		
07/12/2020	67,850	6.7	\$14.84		
07/12/2020	67,898	4.1	\$9.09		
07/14/2020	67,974	7.2	\$15.75		
07/15/2020	68,040	7.1	\$15.00		
07/16/2020	68,045	4.9	\$10.27		
07/16/2020	68,124	4.0	\$8.40		
07/17/2020	68,190	6.2	\$13.00		
07/17/2020	682,140	3.3	\$7.00		
07/18/2020	68,318	3.8	\$8.00		
07/18/2020	68,296	6.7	\$14.00		
07/19/2020	68,377	6.7	\$14.00		
07/20/2020	68,421	5.4	\$11.01		
07/22/2020	68,503	7.0	\$14.44		
07/23/2020	68,582	6.7	\$13.82		
07/24/2020	68,660	8.6	\$17.55		
07/24/2020	68,693	4.4			
07/25/2020	68,785	8.5	\$17.51		
07/26/2020	68,873	9.4	\$19.25		
07/27/2020	68,942	7.4	\$13.75		
07/28/2020	69,020	7.5	\$15.00		
07/29/2020	69,083	6.4	\$12.76		
07/30/2020	69,152	15.3			
07/30/2020	69,204	5.6	\$11.27		
07/31/2020	69,249	6.0	\$10.00		

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: July YEAR: 2020

2015 FORD SUV

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BEGINNING MONTHLY MILEAGE:	66,929.0	MILES
ENDING MONTHLY MILEAGE:	69,283.0	MILES
TOTAL MILES DRIVEN:	2,354.0	MILES
TOTAL FUEL ADDED:	245.7	GALLONS
TOTAL FUEL COSTS:	\$473.14	
MILES PER GALLON:	9.6	M.P.G.
TOTAL MAINTENANCE COSTS:	\$145.00	

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: July YEAR: 2020

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2017 FORD SUV

Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
07/03/2020	25,696	10.3	\$21.66		
07/08/2020	25,796	10.2	\$22.50		
07/10/2020	25,866	7.9	\$17.37		
07/13/2020	25,963	11.5	\$25.18		
07/16/2020	26,077	12.0	\$25.26		
07/20/2020	26,128	9.3	\$19.08		
07/24/2020	26,257	8.2	\$16.74		
07/25/2020	26,347	7.9	\$16.14		

BEGINNING MONTHLY MILEAGE:	25,678.0	MILES
ENDING MONTHLY MILEAGE:	26,400.0	MILES
TOTAL MILES DRIVEN:	722.0	MILES
TOTAL FUEL ADDED:	77.3	GALLONS
TOTAL FUEL COSTS:	\$163.93	
MILES PER GALLON:	9.3	M.P.G.
TOTAL MAINTENANCE COSTS:		

WATERLOO POLICE DEPARTMENT
MONTHLY FLEET MAINTENANCE REPORT

MONTH: July YEAR: 2020

2020 FORD SUV

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Date Serviced	Mileage	Fuel Added	Fuel Costs	Maintenance Items	Maint. Costs
07/02/2020	1,493	10.7	\$22.37		
07/14/2020	1,662	12.4	\$27.20		

BEGINNING MONTHLY MILEAGE:	1,450.0	MILES
ENDING MONTHLY MILEAGE:	1,798.0	MILES
TOTAL MILES DRIVEN:	348.0	MILES
TOTAL FUEL ADDED:	23.1	GALLONS
TOTAL FUEL COSTS:	\$49.57	
MILES PER GALLON:	15.1	M.P.G.
TOTAL MAINTENANCE COSTS:		

Karl Junginger Memorial Library
Mayor/Council/Board Report
2020

MONTHLY STATISTICS		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Library Card Holders	2019	2853	2873	2779	2648	2547	2466	2353	2280	2292	2331	2335	2344
	2020	2349	2360	2375	2377	2378	2386	2401	0	0	0	0	0
	% of Change	-17.67%	-17.86%	-14.54%	-10.23%	-6.64%	-3.24%	2.04%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Checkouts (Circulation)	2019	3146	3209	3250	3310	3342	4297	4548	4193	3220	3852	3367	3034
	2020	4118	3528	2468	380	1133	3365	3749	0	0	0	0	0
	% of Change	30.90%	9.94%	-24.06%	-88.52%	-66.10%	-28.16%	-17.57%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
eBook/Audio Checkouts (Circulation)	2019	494	488	441	436	435	422	445	495	460	526	469	474
	2020	540	459	451	533	541	578	674	0	0	0	0	0
	% of Change	9.31%	-5.94%	2.27%	22.25%	24.37%	36.97%	51.46%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Library Visits	2019	2396	2110	2786	3029	2556	3230	2867	3069	2628	2560	2312	2081
	2020	2683	2877	0	0	0	1269	1434	0	0	0	0	0
	% of Change	11.98%	36.35%	-100.00%	-100.00%	-100.00%	-60.71%	-49.98%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Meeting Room Use	2019	24	33	40	45	47	30	20	19	20	32	32	37
	2020	45	39	23	0	0	0	0	0	0	0	0	0
	% of Change	87.50%	18.18%	-42.50%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Public Computer Use	2019	314	268	321	308	271	301	282	452	254	236	204	214
	2020	326	272	152	0	0	63	83	0	0	0	0	0
	% of Change	3.82%	1.49%	-52.65%	-100.00%	-100.00%	-79.07%	-70.57%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
WiFi Use	2019	331	386	363	383	374	364	300	301	346	335	329	320
	2020	324	318	301	109	115	134	136	0	0	0	0	0
	% of Change	-2.11%	-17.62%	-17.08%	-71.54%	-69.25%	-63.19%	-54.67%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Outreach to local residents -Checkouts NEW WAY 2019	2019	88	76	91	115	81	77	56	65	74	111	45	66
	2020	179	95	83	6	0	56	119	0	0	0	0	0
	% of Change	103.41%	25.00%	-8.79%	-94.78%	-100.00%	-27.27%	112.50%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Programs													
Adult Number of Programs	2019	11	10	10	14	12	11	11	6	5	11	14	9
	2020	16	11	6	2	2	1	0	0	0	0	0	0
	% of Change	45.45%	10.00%	-40.00%	-85.71%	-83.33%	-90.91%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Adult Attendance	2019	77	74	56	143	51	231	56	21	68	75	133	52
	2020	147	64	37	18	36	6	0	0	0	0	0	0
	% of Change	90.91%	-13.51%	-33.93%	-87.41%	-29.41%	-97.40%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Teen (12-18) Number of programs	2019	2	4	5	5	15	5	5	3	2	3	2	1
	2020	2	2	0	0	0	3	6	0	0	0	0	0
	% of Change	0.00%	-50.00%	-100.00%	-100.00%	-100.00%	-40.00%	20.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Attendance (Adult + Teen)	2019	10	4	25	54	279	86	35	28	45	7	12	6
	2020	10	15	0	0	0	2	1	0	0	0	0	0
	% of Change	0.00%	275.00%	-100.00%	-100.00%	-100.00%	-97.67%	-97.14%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Children's Number of programs	2019	5	14	15	16	28	27	22	11	23	16	14	5
	2020	6	17	5	9	8	15	30	0	0	0	0	0
	% of Change	20.00%	21.43%	-66.67%	-43.75%	-71.43%	-44.44%	36.36%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Attendance (Adult + Child)	2019	32	177	209	349	498	769	386	316	518	268	192	159
	2020	99	229	82	125	157	321	405	0	0	0	0	0
	% of Change	209.38%	29.38%	-60.77%	-64.18%	-68.47%	-58.26%	4.92%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

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

Opened doors on June 1st to the public.

Regular meeting of the Waterloo Water & Light Commission held August 4, 2020

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

Minutes

It was moved by Thomas, seconded by Lange, to approve the minutes of the July 7, 2020 meeting. Motion carried.

Expenditures

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

Citizen Input

None.

SCADA Replacement and Water Improvements

Ben discussed the costs for the SCADA (Supervisory Control and Data Acquisition) replacement for water (\$150,671) and sewer (\$288,916). He recommended approving the base bill. Ben also discussed water improvements to Well 4 (estimated \$820,000) and Well 2 (estimated \$110,000) booster stations. Ben left the meeting. Sewer SCADA replacement will be funded through the DNR Replacement Account. Water SCADA replacement and Well improvements will be funded with a State loan program at 1% for 20 years. It was moved by Bergan, seconded by Thomas, to approve the SCADA RFP in the amount of \$439,587. Motion carried.

Richter Proposal

Two geothermal heat pump units in the Commercial Ave building have stopped working and need to be replaced for a combined cost of \$15,494.

2nd Qtr Financials

Joy discussed 2nd qtr financials. AMI costs will be discussed at a future meeting.

PSC moratorium extension ending

The Commissioners were advised that the PSC has ruled to extended moratorium due to the public health emergency until September 1, 2020. The PSC will be meeting again on August 20th and pending another extension 10 day disconnect notices could go out August 21st with a disconnection date of September 1st.

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

Respectfully submitted,
Tim Thomas
Secretary

Reports of City Officials and Contract Service Providers

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

- Waterloo Humane Society



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

ORDINANCE 2020-07

AMENDING MUNICIPAL CODE SECTION 278-2 POSSESSION AND USE OF FIREARMS AND OTHER DANGEROUS WEAPONS

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

SECTION I: Section § 278-2 Possession and use of firearms and other dangerous weapons is hereby amended as follows:

A. Definitions. For the purpose of this section, the following definitions shall apply:

FIREARM

Any weapon from which a shot may be fired by the force of an explosive or propellant, including but not limited to rifles, pistols, shotguns, air guns and BB guns.

LAW ENFORCEMENT OFFICER

Includes duly authorized active and duly authorized retired law enforcement officers.

OTHER DANGEROUS WEAPON

Includes bow and arrow, crossbow, slingshot, blow gun and other similar weapons.

PUBLIC BUILDING

Any building, including the grounds thereof, owned by the state or federal government, the City, the county or the public school district.

PUBLIC LAND

Any land owned by the state or federal government, the City, the county or the public school district.

PUBLIC PLACE

Any privately owned building which is open to the public.

B. Possession of firearms prohibited. In addition to the provisions of Subsection C below, no person, except duly authorized City, village, county, state or federal law enforcement officers specifically authorized by law to carry firearms, openly carried, or persons duly licensed to carry a concealed weapon pursuant to § 175.60, Wis. Stats., shall possess a firearm while in any public building ~~or on~~ public land within the City. No such person shall possess a firearm while in any public building ~~place~~ within the City unless written consent to so possess a firearm has been given by the owner or lessee of such public place and such possession is not contrary to § 440.26, Wis. Stats.

(1) **Unless other facts and circumstances that indicate criminal or malicious intent on the part of the person apply, no person may be in violation of, or be charged with a violation of, an ordinance of a political subdivision relating to disorderly conduct or other inappropriate behavior for loading a**

firearm, or for carrying or going armed with a firearm or a knife, with regard to whether the firearm is loaded or the firearm or the knife is concealed or openly carried.

C. Use of firearms.

- (1) Regulated. No person, except a law enforcement officer authorized by law to carry firearms, shall discharge any firearm within the City. No person, except such an authorized law enforcement officer, or a person duly licensed to carry a concealed weapon pursuant to § 175.60, Wis. Stats., or openly carried shall have any firearm in his possession within the City unless it is unloaded and enclosed in a carrying case or other suitable container, except as provided in Subsection C(2).
- (2) Exceptions:
 - (a) Pest control permits issued by the Chief of Police.
 - (b) Uses granted under a conditional use permit pursuant to Chapter 385, Zoning, of this Code.
 - (c) Except as provided in Subsection B(1)
 - (d) Except as provided in §66.0409 Local regulations of weapons.
 - (e) Except as provided in §939.48 Self-defense and defense of others.

D. Use of other dangerous weapons.

- (1) Regulated. No person shall shoot or discharge any other dangerous weapon anywhere in the City except as provided in Subsection D(2) below.
- (2) Exceptions:
 - (a) Supervised areas designated as shooting ranges by the Council.
 - (b) Uses granted under a conditional use permit pursuant to Chapter 385, Zoning, of this Code.
 - (c) Bow hunting in accordance with Wisconsin Department of Natural Resources regulations which takes place on privately owned property, 300 feet or greater from a building on an adjacent property owner's land used for human occupancy, is permissible. All municipal and county parks along with school district grounds are public property. Bow hunting is not allowed on public property. Bow hunters shall discharge the arrow or bolt in a direction described as "immediately toward the ground."

- E. Dangerous weapons prohibited on municipal property. When posted, no person, except law enforcement officers duly authorized by law to carry firearms, shall carry or be in possession of a dangerous weapon in any building, structure or vehicle owned or leased by the City of Waterloo, including but not limited to its City Hall, Wastewater Treatment Facility and Municipal Garage. "Dangerous weapon" means any firearm, rifle or handgun, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, or any other device or instrumentality which, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm. Electronic weapons such as stun guns, rifles, shotguns, handguns, spring guns, air guns, bow-and-arrow devices and knives are included within this definition. Nothing contained herein shall prohibit the storage of a concealed weapon by a person licensed under § 175.60, Wis. Stats., from carrying a firearm in his/her privately owned motor vehicle which is parked at any City-owned parking facility or parking lot.

- F. Municipal special events. No person, except law enforcement officers duly authorized by law to carry firearms, shall enter or remain at any special event sponsored by the City of Waterloo while carrying a dangerous weapon as defined in § 278-2E above. "Special event" shall have the meaning provided for in § 943.13(1m)(c)3, Wis. Stats.
- G. Signage. When requested, the City Clerk shall post all signage required by § 943.13, Wis. Stats., for purposes of implementing the provisions of § 272-2E and F hereof.

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

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

Mayor

Attest:

Date Adopted: _____

Date Published: _____

Text struck from current municipal code: ~~Example~~

Text added to current municipal code: Example



136 North Monroe Street
Waterloo, WI 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2020-35

Authorizing The Sale Of 2.3 Acres Of 333 Portland Road To RTG Enterprises LLC (Ron and Tama Griffin)

Whereas, the Community Development Authority at a 2019 meeting recommended the sale of a portion of 333 Portland Road to RTG Enterprises LLC (Ron and Tama Griffin), and;

Whereas, the Mayor and City Council seek to facilitate the expansion of existing businesses, and;

Whereas, On August 2, 2020, Ron Griffin on behalf of RTG Enterprises submitted an offer to purchase 2.3 acres of 333 Portland Road adjacent to property owned by RTG Enterprises LLC, and;

Whereas, The Mayor has provided a counter offer dated August 17, 2020 to RTG Enterprises LLC.

Therefore, Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby authorizes the sale 2.3 acres of land, the area of which is defined in the offer.

Therefore, Be It Further Resolved, that the purchase price is approved to be: _____.

Therefore, Be It Further Resolved, the purchase agreement is to have the following conditions and stipulations:

_____.

PASSED AND ADOPTED this _____, 2020.

City of Waterloo

Signed: _____

Jenifer Quimby
Mayor

Attest:

Mo Hansen
City Clerk/Treasurer

SPONSOR(S) – Ron Griffin

FISCAL EFFECT – Unknown due to unknown agreed upon purchase process and unknown agreed upon conditions and stipulations.

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

1 The Offer to Purchase dated 8/2/2020 and signed by Buyer RON GRIFFIN + TAMM GRIFFIN
2 for purchase of real estate at 333 PORTLAND ROAD, WATERLOO, WISCONSIN
3 _____ is rejected and the following Counter-Offer is hereby made.

4 **CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple**
5 **counter-proposal unless incorporated by reference.**

6 All terms and conditions remain the same as stated in the Offer to Purchase except the following: _____

7 _____
8 OFFER LINE #8 AMENDED TO READ: "NINETEEN THOUSAND NINETY
9 TWO DOLLARS AND 00/100 "

10 _____
11 OFFER LINE #9 AMENDED TO READ: " \$19,092

12 _____
13 OFFER LINES 423-424 AMENDED TO STRIKE BUYER INSERTS
14 AND READ: "NOTING FOR ALL PARTIES THAT PROPERTY
15 IS SOLD AS-IS "

16 _____
17 OFFER LINE 459 IS AMENDED TO STRIKE THE WORD
18 "SELLER" INSERTING WORD "BUYER."

27 _____
28 The attached (NOT APPLICABLE) is/are made part of this Counter-Offer.

29 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.
30 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the
31 Party making the Counter-Offer on or before AUGUST 28, 2020
32 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to
33 Purchase, unless otherwise provided in this Counter-Offer.

34 **NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery**
35 **as provided at lines 30-33.**

36 This Counter-Offer was drafted by MO HANSEN, CLERK / TREAS. on 8/17/2020
37 _____ Licensee and Firm ▲ Date ▲

38 (x) [Signature] 8/17/2020 (x) _____
39 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
40 Print name ▶ Print name ▶

41 (x) _____ (x) _____
42 Signature of Party Making Counter-Offer ▲ Date ▲ Signature of Party Accepting Counter-Offer ▲ Date ▲
43 Print name ▶ Print name ▶

44 This Counter-Offer was presented by MO HANSEN on 8/17/2020
45 _____ Licensee and Firm ▲ Date ▲

46 This Counter-Offer is (rejected)(countered) **STRIKE ONE** (Party's Initials) _____ (Party's Initials) _____

47 **NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or**
48 **incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-**
49 **Offer by specifying the number of the provision or the lines containing the provision. In transactions involving**
50 **more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 2nd, 2020 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, RTG Enterprises, LLC or Assign

4 _____, offers to purchase the Property
5 known as [Street Address] approximately 2.3 acres of land shown in Addendum A located at 333 Portland Road
6 in the City Waterloo of Waterloo County of Jefferson, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Five thousand and 00/100
9 _____ Dollars (\$ 5,000.00).

10 ■ EARNEST MONEY of \$ 100.00 accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: _____

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 28th, 2020. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): cityhall@waterloowi.us

56 E-Mail address for Buyer (optional): tamagriffin@gmail.com with a copy to erik@eminentdomainservices.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the ~~Seller's disclosure report dated~~ SCS Engineering Report of 07/15/2019, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 30th, 2020

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 **(Definitions Continued on page 5)**

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN
218 COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS
219 ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.**

DEFINITIONS CONTINUED FROM PAGE 3

- 245
- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and the warranty deed provided by Seller shall contain the following
424 covenant: "Seller covenants and agrees to indemnify, defend, and hold harmless Buyer its successors, heirs, and assigns
425 for and from all claims, causes of action, losses, injuries, liabilities, or damages, arising from or related to any contamination
426 existing on the property conveyed by this warranty deed prior to the date of recordation of this warranty deed."

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 Seller shall be responsible for writing the legal description of the property shown in Addendum A, and shall cause the corners
460 of the property shown in Addendum A to be marked with survey stakes.

461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Addendum A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

527 _____
528 Addendum A is a map showing the 2.3 acre property which is the subject of this offer to purchase.
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Attorney Erik S. Olsen, Eminent Domain Services, LLC

536 _____ on August 2nd, 2020

537 (x) RTG Ronald T Griffin RONALD T Griffin 8-3-20
538 Buyer's Signature ▲ Print Name Here ▶ RTG Enterprises, LLC by Ronald T. Griffin, Managing Member Date ▲

539 (x) Tama J. Griffin 8/3/20
540 Buyer's Signature ▲ Print Name Here ▶ RTG ENTERPRISE, LLC by TAMA J. GRIFFIN Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ _____ Date ▲

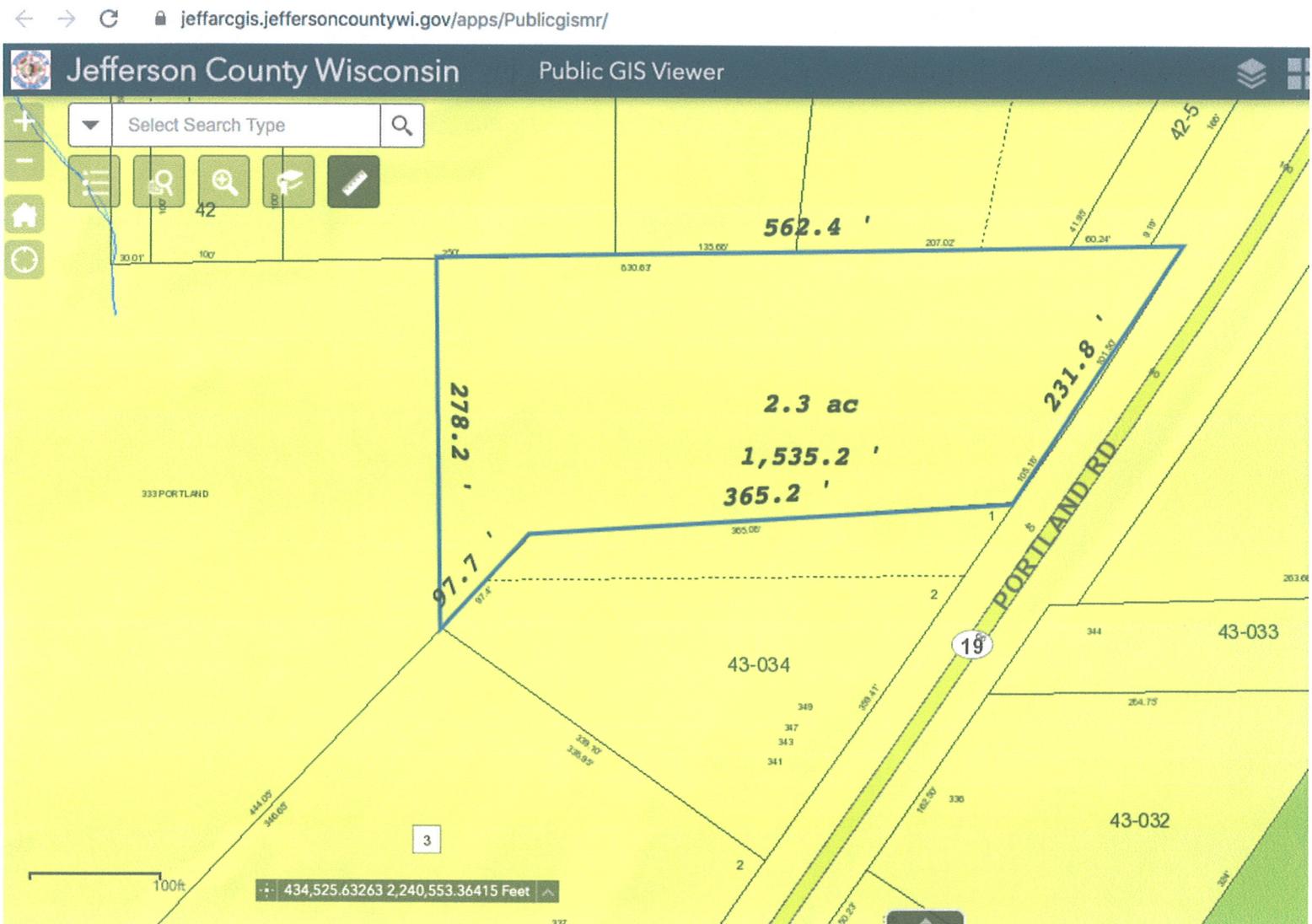
550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

Addendum A

Page 1 of 2



The approximately 562.4 easterly feet
of the approximately 17.33 acre site
known as 333 Portland Rd., Waterloo WI

Addendum A

Page 2 of 2

← → ↻ 🔒 jeffarcgis.jeffersoncountywi.gov/apps/Publicgismr/



RTG ENTERPRISE LLC
347 PORTLAND RD.
WATERLOO, WI 53594

79-709/759

2065

DATE 8/3/00

PAY TO
THE ORDER OF

City of Waterloo
One hundred and 00/100

\$ 100⁰⁰/₁₀₀

DOLLARS



Security Features
Included.
Details on Back.

© DELIVER anytime comm/inst



MEMO

Earnest Money

James J. Puffin

MP

SPECIALTY 11/07

EMAIL THREAD REPORTING OUT ON 7/18/2019 MEETING ON TOPIC OF SALE

From: Angie Stinnett <angie.stinnett@yahoo.com>

Sent: Friday, July 19, 2019 8:08 AM

To: Jeni Quimby <mayor@waterloowi.us>; Alder Person <alder2@waterloowi.us>; h20loalder@gmail.com; jasonwtlw1@gmail.com; Jeanette Petts <Jeanette.petts@yahoo.com>; Ron Griffin <griffinrepair@gmail.com>; thomastr2000@yahoo.com; Andrew Lewandowski <ajlewandowski@uwalumni.com>; HenningB@waterloo.k12.wi.us; Jay Killary <phil.1.6@hotmail.com>; Mo Hansen <mhansen@waterloowi.us>

Cc: 'Leisses, Mitchell' <mleisses@geo-logic.com>

Subject: Re: 333 Portland Road - 7/18/2019 meeting summary

Mo,

Could you add the part about that if the land above the part Ron & Tama are making an offer for isn't used/needed for the access to the land further into the site then Ron & Tama have first option to buy it at the same price they pay for this section?

Just so that isn't forgotten.

Thank you,

Angie

On Friday, July 19, 2019, 07:58:00 AM CDT, mhansen@waterloowi.us <mhansen@waterloowi.us> wrote:

City Council and CDA Members:

This email is to provide a summary of the informal 7/18/2019 5:00 pm meeting called by Mayor Quimby. The email thread below provides background.

Beginning in 2017, Ron and Tama Griffin have expressed interest in acquiring a portion of 333 Portland Rd to expand the Griffin Truck Repair business at 347 Portland Road. The expansion is described as an extension of the existing truck repair bays located on the northwest corner of the 15,600 sq. ft. structure. The truck repair bay add-on would extend the building foot print to the north.

1. Attendees: Mayor Quimby; Ron & Tama Griffin; Alders Stinnett & Kuhl; and Clerk/Treasurer2. Purpose: Arrive at a general understanding on land transaction details so those details could be formalized and brought before the CDA and City Council for consideration in a timely manner.

3. Defining the land area being sold.

a. Attendees reviewed various maps produced by Ron Griffin. They compared maps including a SAC Wireless map submitted as part of the cell tower approval process, showing the cell tower leased land. Hansen said preserving a future opportunity for a driveway running south on municipally owned land from the intersection of Commercial & Industrial to the parcel, could be important. Quimby said other site access routes could add expense to the goal of future reuse of 333 Portland Road.

b. Mayor Quimby proposed a modified area shown attached here as "NewLandArea.pdf."

c. The primary change shown on NewLandArea.pdf is the northern line shifts south. Attached for reference are: PriorMeetingGriffinMap.pdf and NewLandArea.pdf.

d. Referencing the aerial maps and existing vehicle travel patterns, Ron indicated the Quimby modified proposal has sufficient vehicle turning angles.

4. Transaction price per acre.

a. Hansen suggested \$8,301 per acre, calculated using the Griffin's April 15, 2019 offer to purchase [\$15,000 for 1.807 acres] presented to the CDA. \$8,301 per acre would be less than the \$13,064 per acre figure which the CDA gave its blessing to, in 2018. Noting that she was just speaking for herself, Stinnett spoke favorably about the \$8,301 per acre price reminding attendees, the CDA had expressed interested in finding a way forward on a transaction.

5. Buyer performance requirements.

a. Ron shared building comments from Lakeside Construction's Al Otte about the need for fire walls and bringing the building up to code. Hansen said the existing structure is 15,000 square feet. Kuhl gave a building expansion example from his McKay Nursery experience, saying expansion may require fire walls or similar to comply with minimum building codes. Ron said he was not interested in the a sprinkler system. He indicated the expansion plan may require fire doors.

Mayor Quimby asked me to have Mitch Leisses generate a preliminary survey map for the purpose of providing it to Ron & Tama for their review. If suitable, the Griffins could forward a revised offer to purchase using the map as the reference document defining the land to be sold. I have a call schedule with Mitch prior to noon today.

Thank you attendees, for a productive meeting.

Mo Hansen | Clerk/Treasurer | City of Waterloo | 920.478.3025

From: Jeni [<mailto:majordomo@waterloowi.us>]

Sent: Thursday, July 18, 2019 12:01 PM

To: Angie Stinnett <angie.stinnett@yahoo.com>

Cc: andrew Lewandowski <ajlewandowski@uwalumni.com>; Jeanie Petts <jeanette.petts@yahoo.com>; Mo Hansen <mhansen@waterloowi.us>; Ron Griffin <griffinrepair@gmail.com>; Tama Griffin <tamagriffin@gmail.com>; Jason Schoenwetter <jasonwtlw1@gmail.com>; Charles Kuhl <h20looalder@gmail.com>

Subject: Re: Checklist for Thursday's 5 pm meeting with Mayor

You are all welcome to attend! And since this has to go before the full council anyway, I think the sooner you are all involved, the better success we will have with this project, thanks!

Jeni, Mayor Waterloo

On Jul 18, 2019 11:41 AM, Angie Stinnett <angie.stinnett@yahoo.com> wrote:

Would anyone have an objection to me attending this meeting as well?

thank you,

Angie

On Wednesday, July 17, 2019, 03:01:21 PM CDT, Tama Griffin <tamagriffin@gmail.com> wrote:

Adding CDA members for FYI

----- Forwarded message -----

From: <mhansen@waterloowi.us>

Date: Wed, Jul 17, 2019 at 9:23 AM

Subject: Checklist for Thursday's 5 pm meeting with Mayor

To: Ron Griffin <griffinrepair@gmail.com>, <tamagriffin@gmail.com>

Cc: City of Waterloo, Mayor <majordomo@waterloowi.us>

Ron & Tama,

In order to have a productive Thursday meeting, I'm providing this checklist. We can modify it as need, but hopefully it will help us work through the key items to arrive at an understanding that can be taken to the CDA & City Council.

Defining the land area being sold.

- o You defined an area as described in the offer to purchase attached A (1.807 acres, 78,750 sq. ft.).
- o With the cell tower project and access needs for the remaining buildable acres, a modification is required.

Transaction price per acre.

- o Your offer to purchase likely equates to \$15,000 for 1.807 acres or \$8,301 per acre.
- o A number of months ago in closed session the CDA reviewed the appraisal work done when the property was acquired from the Gauthier estate and a based on that information arrived at a per acre price of \$13,064.

Buyer performance requirements

- o Why?
 - The City sold land to Scott Schoenherr years ago and he has never developed it.
 - The municipal goals includes fostering tax base growth and private investment.
- o Should the building be up to code?
 - Ron, you privately indicated that a contractor estimated a sizable sum, just to bring the building up to code.
 - Before the City partners on a project, should the minimum building code standards be required?
 - Would a suitable taxpayer protection claw-back provision be similar to the property sold for residential development on Maple Lane?
 - Issuance of occupancy permit by a specific date in the future or the land sold reverts back to the City.

Working through transaction details allows an understanding to move forward for public consideration. Thank you.

Mo Hansen | Clerk/Treasurer | [City of Waterloo](#) | 920.478.3025

RESOLUTION NO. #2020-33

A RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$4,365,000 COMBINED UTILITY REVENUE BONDS, SERIES 2020D,
OF THE CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN,
AND PROVIDING FOR THE PAYMENT OF THE BONDS AND
OTHER DETAILS WITH RESPECT TO THE BONDS

WHEREAS, the City of Waterloo, Jefferson County, Wisconsin ("City") now owns and operates and has for many years owned and operated a combined water, electric and sewerage utility, a public utility (said utility and all properties of every nature in connection with said utility now or hereafter owned by the City, including all improvements and extensions thereto, all real and personal property of every nature comprising part of and used or useful in connection therewith, and all appurtenances, contracts, leases, franchises and other intangibles, are hereinafter referred to collectively as the "System"); and

WHEREAS, under the provisions of Chapter 66, Wis. Stats., any municipality in the State of Wisconsin may, by action of its governing body, provide funds for extending, adding to and improving a public utility or to refund obligations issued to finance extensions, additions and improvements from the proceeds of bonds, which bonds are to be payable only from the income and revenues derived from the operation of such utility and are to be secured by a pledge of the revenues of the utility; and

WHEREAS, pursuant to a resolution adopted on October 4, 2012 (the "2012 Resolution"), the City issued its Combined Utility Revenue Bonds, Series 2012B, dated November 6, 2012 (the "2012 Bonds"), which bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on December 5, 2013 (the "2013 Resolution"), the City issued its Combined Utility Revenue Refunding Bonds, Series 2013A, dated December 30, 2013 (the "2013 Bonds"), which bonds are payable from the income and revenues of the System and are on a parity with the 2012 Bonds; and

WHEREAS, pursuant to a resolution adopted on October 20, 2016 (the "2016 Resolution"), the City issued its Combined Utility Revenue Bonds, Series 2016A, dated November 15, 2016 (the "2016 Bonds"), which bonds are payable from the income and revenues of the System and are on a parity with the 2012 Bonds and 2013 Bonds (hereinafter the 2012 Bonds, the 2013 Bonds and the 2016 Bonds shall be referred to collectively as the "Prior Bonds"); and

WHEREAS, the City also has outstanding its Combined Utility Revenue Bonds, Series 2013, dated March 27, 2013 (the "Clean Water Fund Bonds") issued pursuant to a resolution adopted on March 7, 2013 (the "Clean Water Fund Bond Resolution"), which bonds are payable from the income and revenues of the System on a basis junior and subordinate to the Prior Bonds; and

WHEREAS, the City has determined that certain additions, improvements and extensions to the System (the "Project") are necessary to adequately supply the needs of the City and the residents thereof; and

WHEREAS, it is desired to authorize and sell revenue bonds for such purpose payable solely from the revenues to be derived from the operation of the System, which bonds are to be authorized and issued pursuant to the provisions of Section 66.0621, Wis. Stats.; and

WHEREAS, the 2012 Resolution, 2013 Resolution and 2016 Resolution permit the issuance of bonds payable from revenues of the System on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, the Clean Water Fund Program, Wisconsin Department of Administration, has consented to the issuance of bonds on a basis senior to the Clean Water Fund Bonds and on a parity with the Prior Bonds; and

WHEREAS, other than the Prior Bonds and the Clean Water Fund Bonds, the City has no bonds or obligations outstanding which are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted July 16, 2020, the City directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell combined utility revenue bonds (the "Bonds") to pay costs of the Project; and

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on August 20, 2020; and

WHEREAS, the City Clerk (in consultation with Ehlers) caused notice of the sale of the Bonds to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale; and

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, the Common Council of the City of Waterloo, Jefferson County, Wisconsin, do resolve that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization of Bonds. For the purpose above stated, the City shall borrow on the credit of the income and revenue of the System the sum of \$4,365,000. Negotiable, fully-registered bonds of the City, in the denomination of \$5,000, or any whole multiple thereof, shall be issued in evidence thereof. The Bonds shall be designated "Combined Utility Revenue Bonds, Series 2020D", shall be numbered from R-1 upward and shall be dated September 10, 2020. The Bonds shall bear interest at the rates per annum set forth on the Pricing Summary attached hereto as Exhibit D-1 and shall mature on November 1 of each year, in the years and principal amounts set forth on the debt service schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Interest on the Bonds shall be payable on May 1 and November 1 of each year, commencing May 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

The Bonds maturing on November 1, 2030 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on November 1, 2029 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.

The schedule of maturities is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

The Bonds shall be signed by the manual or facsimile signatures of the Mayor and City Clerk of the City (provided that, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of such signatures shall be manual), and sealed with the corporate seal of the City.

The Bonds, together with interest thereon, shall be payable only out of the Special Redemption Fund hereinafter provided, and shall be a valid claim of the owner thereof only against the Special Redemption Fund and the revenues pledged to such Fund, and sufficient revenues are pledged to the Special Redemption Fund, and shall be used for no other purpose

than to pay the principal of and interest on the Prior Bonds, the Bonds, Parity Bonds and the Clean Water Fund Bonds as the same fall due.

Section 2. Form of Bonds. The Bonds shall be in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. Definitions. In addition to the words defined elsewhere in this Resolution, the following words shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Annual Debt Service Requirement" means the total amount of principal and interest due in any Fiscal Year on the Prior Bonds, the Bonds, the Clean Water Fund Bonds and Parity Bonds.

"Bond Year" means the one-year period ending on a principal payment date or mandatory redemption date for the Bonds.

"Bulk Power Supply Engineer" means a nationally recognized engineer, or firm of engineers selected by the City and which has skill and expertise in the field of bulk power supply planning.

"Code" means the Internal Revenue Code of 1986, as amended.

"Credit Obligation" means any obligation of the City under a contract, lease, installment sales agreement or other instrument, including but not limited to any contract entered into with a municipal electric company pursuant to Section 66.0825(8), Wis. Stats., to make payments for property, services or commodities for the benefit or use of the electric utility portion of the System whether or not the same are made available, furnished or received, or any other obligation of the City, under which the City lends credit to or guarantees debts, claims or other obligations of any other person or entity for the purpose of obtaining property, services or commodities for the electric utility portion of the System or for the purpose of financing the initial costs of any project of any other person or entity from which property, services or commodities are intended to be obtained for the benefit or use of the electric utility portion of the System but only to the extent such obligation requires payment directly or indirectly from a designated fund or account provided for under this Resolution.

"DTC" means The Depository Trust Company, New York, New York, or any successor securities depository for the City with respect to the Bonds.

"Fiscal Year" means the fiscal year adopted by the City for the System, which is currently the calendar year.

"Net Revenues" means the Revenues minus all Operation and Maintenance Expenses of the System.

"Operation and Maintenance Expenses" or "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but excluding depreciation, debt service, tax equivalents and capital expenditures. In the case of the electric utility portion of

the System, Operation and Maintenance Expenses shall include, without intent to limit the foregoing, all costs of purchasing, producing and delivering electric power and energy and specifically fuel costs, costs of transmission service, reserve service, interchange service, and all other costs of purchased power, including obligations under the Power Supply Contract between the City and WPPI, and all payments required by Credit Obligations.

"Parity Bonds" means additional bonds issued on a parity as to pledge and lien with the Bonds in accordance with the provisions of Section 11 of this Resolution.

"Power Supply Contract" means the Long Term Power Supply Contract for Participating Members between the City and WPPI entered into under Section 66.0825(8), Wis. Stats.

"Reserve Requirement" means an amount equal to the lesser of (a) maximum annual debt service on the Prior Bonds and the Bonds in any Bond Year and (b) 125% of average annual debt service on the Prior Bonds and the Bonds. If Parity Bonds which are to be secured by the Reserve Account are issued, the Reserve Requirement shall mean the least of (a) the amount required to be on deposit in the Reserve Account prior to the issuance of such Parity Bonds plus the amount permitted to be deposited therein from proceeds of the Parity Bonds pursuant to Section 148(d)(1) of the Code, (b) the maximum annual debt service requirement for outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued and (c) 125% of average annual debt service on the outstanding obligations secured by the Reserve Account and the Parity Bonds to be issued. The Clean Water Fund Bonds are not secured by the Reserve Account.

"Revenues" means all income and revenue of the System derived from sewerage, water or electric charges imposed by the City, all payments to the City under any wastewater treatment, water or electrical service agreements between the City and any contract users of the System, and any other moneys received from any source (including moneys received from the City for services rendered to it), including all rentals, fees and income derived from investments.

"WPPI" means WPPI Energy, a municipal electric company organized under Section 66.0825, Wis. Stats.

Section 4. Funds and Accounts. In accordance with Section 66.0621, Wis. Stats., for the purpose of the application and proper allocation of the Revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds, Parity Bonds and the Clean Water Fund Bonds, certain funds of the System created and established pursuant to a resolution adopted on May 2, 1988 are hereby continued by this Resolution and shall be used solely for the following respective purposes:

- (a) Utility System Revenue Fund, into which shall be deposited as received the entire gross earnings of the System, which moneys shall then be divided among the Operating and Maintenance Fund, the Special Redemption Fund and Surplus Fund in the amounts and in the manner set forth in Section 6 hereof and used for the purposes described below.

(b) Utility System Operating and Maintenance Fund, which shall be used for the payment of Current Expenses.

(c) Utility System Special Redemption Fund, which shall be divided into two separate accounts to be known as the “Interest and Principal Account” and the “Reserve Account”

(i) There shall be deposited in the Interest and Principal Account from proceeds of the Bonds all accrued interest and any premium received on the sale of the Bonds. In addition, there shall be deposited in said account in the manner specified in Section 6 hereof, an amount sufficient (after giving effect to available amounts in said account from accrued interest and any premium) to pay the principal of and interest on first, the Prior Bonds, the Bonds and Parity Bonds and second, the Clean Water Fund Bonds as the same becomes due. The Interest and Principal Account shall be used solely for the purposes of paying interest on and principal of first, the Prior Bonds, the Bonds, and Parity Bonds and second, the Clean Water Fund Bonds in accordance with the provisions of this Resolution.

(ii) The Reserve Account shall be used solely for the purpose of paying principal of or interest on the Prior Bonds, the Bonds, or Parity Bonds at any time when there shall be insufficient money in the Interest and Principal Account. The Reserve Account shall be replenished in the manner specified in Section 6 hereof. The Clean Water Fund Bonds are not secured by the Reserve Account.

(d) Utility System Surplus Fund, which shall first be used whenever necessary to meet the requirements of the Operating and Maintenance Fund, next to meet the requirements of the Special Redemption Fund, including the Reserve Account, and thereafter to pay principal of or interest on first, the Prior Bonds, the Bonds, and Parity Bonds and second, the Clean Water Fund Bonds when the Special Redemption Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows:

(i) at any time, to remedy any deficiency in any of the funds or accounts provided in this Section 4; and

(ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts continued hereby, or to reimburse the general fund of the City for advances made by the City to the System.

Section 5. Deposits and Investments. Money in any of the funds or accounts created or continued pursuant to Section 4 of this Resolution may be invested in any manner permitted by the laws of Wisconsin. All of said funds shall be secured to the fullest extent required by the laws of Wisconsin.

The Utility System Special Redemption Fund shall be maintained as a separate fund in the treasury of the City and shall be kept apart from moneys in the other funds and accounts, and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds, Parity Bonds and the Clean Water Fund Bonds as the same becomes due and payable. The other funds and accounts herein continued may be combined into a single fund or bank account. All income from investments of money in the Utility System Special Redemption Fund shall be retained in the applicable account of the Utility System Special Redemption Fund. All income from investments of money in all other Funds and Accounts shall be deposited in the Utility System Revenue Fund and regarded as Revenues of the System. Such investments shall be liquidated at any time when it shall be necessary to do so to provide money for any of the purposes for which such funds were created.

Section 6. Application of Revenues. After the delivery of any of the Bonds, the entire Revenues of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority:

(a) to the Operating and Maintenance Fund, an amount equal to the estimated Current Expenses for such month and for the following month;

(b) to the Special Redemption Fund for monthly transfer to the Interest and Principal Account thereof, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds, the Clean Water Fund Bonds or Parity Bonds then outstanding (after giving effect to available amounts in said account from accrued interest and any premium) and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds, the Clean Water Fund Bonds and Parity Bonds coming due on the next succeeding principal payment date (after giving effect to available amounts in said account from accrued interest and any premium);

(c) to the Special Redemption Fund for monthly transfer to the Reserve Account thereof, an amount sufficient that the total amount on deposit in the Reserve Account (after giving effect to amounts already on deposit therein) equals the Reserve Requirement; and

(d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operating and Maintenance Fund, the Special Redemption Fund and the Surplus Fund shall be made monthly not later than the 10th day of each month, and such transfers shall be applicable to moneys on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits within any fund or to any other fund or account required or permitted by subsections (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the 10th day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within 60 days after the close of such Fiscal Year. If the 10th day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Common Council that the amounts transferred from the Revenue Fund and deposited in the Special Redemption Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds, Parity Bonds and the Clean Water Fund Bonds as the same accrues and the principal thereof as the same matures, and to provide any amounts required to be paid monthly into the Reserve Account.

Moneys deposited in the Operating and Maintenance Fund, the Special Redemption Fund and the Surplus Fund shall be applied as set forth in Section 4 hereof.

Section 7. Service to the City. The reasonable cost and value of any service rendered to the City by the System by furnishing water, electric and sewer services for public purposes, including reasonable health protection charges, shall be charged against the City and shall be paid by it in monthly installments as the service accrues, out of the current revenues of the City collected or in the process of collection, exclusive of the revenues derived from the System, to wit: out of the tax levy of the City made by it to raise money to meet its necessary current expenses. It is hereby found and determined that the amount of such reasonable cost and value shall be in an amount which, together with Revenues of the System, will produce Net Revenues equivalent to not less than 1.25 times the Annual Debt Service Requirement. Such compensation for such service rendered to the City shall, in the manner provided hereinabove, be paid as follows: (i) in the event that the amount on deposit in the Reserve Account of the Special Redemption Fund continued by Section 4 hereof is at any time less than the Reserve Requirement, an amount sufficient (to the extent available) to create a balance of the Reserve Requirement shall be immediately paid into the Reserve Account; and (ii) the balance remaining after any such payments to the Reserve Account shall be paid quarterly into the Revenue Fund. However, such payment is subject to (a) annual appropriation by the Common Council, (b) approval of the Wisconsin Public Service Commission, if necessary, and (c) applicable levy limits, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the City to make any such appropriation over and above the reasonable cost and value of services rendered to the City or to make any subsequent payment over and above such reasonable cost and value.

Section 8. Operation of System; City Covenants. It is covenanted and agreed by the City with the owner or owners of the Bonds, and each of them, that:

It will faithfully and punctually perform all duties with reference to the System required by the Constitution and Statutes of the State of Wisconsin, including the making and collecting of reasonable and sufficient rates lawfully established for services rendered by the System, and will segregate the Revenues of the System and apply them to the respective funds and accounts described hereinabove;

It will not sell, lease, or in any manner dispose of the System, including any part thereof or any additions, extensions, or improvements that may be made part thereto, except that the City shall have the right to sell, lease or otherwise dispose of any property of the System found by the City to be neither necessary nor useful in the operation of the System, provided the proceeds received from such sale, lease or disposal shall be paid into the Special Redemption Fund or applied to the acquisition or construction of capital facilities for use in the normal

operation of the System, and such payment shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund;

It will cause the improvements to the System financed by the Bonds to be made as expeditiously as reasonably possible;

It will pay or cause to be paid all lawful taxes, assessments, governmental charges, and claims for labor, materials or supplies which if unpaid could become a lien upon the System or its Revenues or could impair the security of the Bonds;

It will maintain in reasonably good condition and operate the System, and will establish, charge and collect such lawfully established rates and charges for the service rendered by the System, so that in each Fiscal Year Net Revenues shall not be less than 125% of the Annual Debt Service Requirement, and so that the Revenues of the System herein agreed to be set aside to provide for the payment of the Prior Bonds, the Bonds, the Clean Water Fund Bonds and Parity Bonds and the interest thereon as the same becomes due and payable, and to meet the Reserve Requirement, will be sufficient for those purposes; and

It will prepare a budget not less than sixty days prior to the end of each Fiscal Year and, in the event such budget indicates that the Net Revenues for each Fiscal Year will not exceed the Annual Debt Service Requirement for each corresponding Fiscal Year by the proportion stated hereunder, will take any and all steps permitted by law to increase rates so that the aforementioned proportion of Net Revenues to the Annual Debt Service Requirement shall be accomplished as promptly as possible.

Section 9. Books and Accounts. The City will keep proper books and accounts relative to the System separate from all other records of the City and will cause such books and accounts to be audited annually not later than six months after the close of each Fiscal Year by a recognized independent firm of certified public accountants including a balance sheet and a profit and loss statement of the System as certified by such accountants. Each such audit, in addition to whatever matters may be thought proper by the accountants to be included therein shall include the following: (1) a statement in detail of the income and expenditures of the System for the Fiscal Year; (2) a statement of the Net Revenues of the System for such Fiscal Year, (3) a balance sheet as of the end of such Fiscal Year; (4) the accountants' comment regarding the manner in which the City has carried out the requirements of this Resolution and the accountants' recommendations for any changes or improvements in the operation of the System; (5) the number of and types of connections to the System at the end of the Fiscal Year, (6) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer, and the expiration date of the policy; and (7) the volume of sewerage used as the basis for computing the service charge.

Section 10. Insurance. So long as any of the Bonds are outstanding the City will carry for the benefit of the owners of the Bonds: (a) adequate fire, lightning, vandalism, riot, strike, explosion, civil commotion, malicious damage, tornado and windstorm insurances on all portions of the System which are subject to loss through such casualties; (b) adequate insurance against loss of use and occupancy resulting from such casualties; (c) adequate public liability insurance

and (d) insurance of the kinds and in the amounts normally carried by private companies engaged in the operation of similar systems. All money received for loss of use and occupancy shall be considered Revenue of the System payable into the separate funds and accounts named in Section 4 of this Resolution. All money received for losses under any of such casualty policies, except those specified in (b) above, shall be used in repairing the damage or in replacing the property destroyed provided that if the Common Council shall find it is inadvisable to repair such damage or replace such property and that the operation of the System has not been impaired thereby, such money, including proceeds from insurance under (b) above, shall be deposited in the Special Redemption Fund, but in that event such payments shall not reduce the amounts otherwise required to be paid into the Special Redemption Fund.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds and senior to the Clean Water Fund Bonds. No bonds or obligations payable out of the Revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if their lien and pledge is junior and subordinate to that of the Bonds. Additional obligations may be issued on a parity with the Bonds as to the pledge of Revenues of the System ("Parity Bonds") only for the following purposes and under the following conditions:

(a) For the purpose of refunding any of the Prior Bonds, Bonds, Clean Water Fund Bonds or Parity Bonds which shall have matured or which shall mature not later than three (3) months after the date of delivery of such refunding bonds and for the payment of which there shall be insufficient moneys in the Special Redemption Fund; and

(b) For the purpose of refunding any outstanding Prior Bonds, Bonds, Clean Water Fund Bonds or Parity Bonds, or extending, adding to, improving, replacing, operating or managing the System if all of the following conditions shall have been met:

(i) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must have been equal to at least 1.25 times the highest annual principal and interest requirements on all bonds outstanding payable from Revenues of the System and on the Bonds then to be issued in any Fiscal Year. However, if prior to the authorization of such additional bonds, the City shall have adopted and put into effect a revised schedule of water, electric or sewer utility rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the written opinion of an independent consulting engineer or independent certified public accountant employed for that purpose, have resulted from such rates had they been in effect for such period, may be used in lieu of the actual Net Revenues for the last completed Fiscal Year.

(ii) The payments required to be made into the funds enumerated in Section 4 of this Resolution (including the Reserve Account, but not the Surplus Fund) must have been made in full.

(iii) The additional bonds must have principal maturing on November 1 of each year and interest falling due on May 1 and November 1 of each year.

(iv) If the Parity Bonds are to be secured by the Reserve Account, the amount on deposit in the Reserve Account must be increased to an amount equal to the Reserve Requirement applicable upon the issuance of Parity Bonds as defined in Section 3 of this Resolution.

Section 12. Credit Obligations.

(a) To the extent permitted by law, the City may undertake any Credit Obligation which directly or indirectly requires payments from the Operating and Maintenance Fund, but only if it shall first obtain an opinion of a Bulk Power Supply Engineer to the effect that: (i) the property, services or commodities to be furnished pursuant to such Credit Obligation may be used beneficially by the City to meet the power and energy requirements of the electric utility portion of the System; and (ii) the obtaining of such property, services or commodities is technically and economically justifiable in accordance with prudent municipal utility management practice.

(b) To the extent permitted by law, the City may undertake any Credit Obligation that directly or indirectly requires payments from the Surplus Fund, subject to any prior use of such monies for the benefit of the Bonds pursuant to Section 4 of this Resolution without meeting the requirements of subsection (a).

(c) The Bulk Power Supply Engineer may, in making all estimates required to be made or necessary to render any opinion required under this Section, rely upon estimates supplied by other engineers or information supplied by other persons, including an authorized representative of the City, who the Bulk Power Supply Engineer believes to be qualified and to have access to the necessary information to make such estimates and to provide such information.

Section 13. Sale of Bonds. The bid of the Purchaser for the purchase price set forth in the Proposal be and it hereby is accepted and the Mayor and City Clerk are authorized and directed to execute an acceptance of the offer of said successful bidder on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The officers of the City are authorized and directed to do any and all acts necessary to conclude delivery of the Bonds to the Purchaser, upon receipt of the purchase price, as soon after adoption of this Resolution as is convenient.

Section 14. Application of Bond Proceeds. All accrued interest received from the sale of the Bonds shall be deposited into the Special Redemption Fund. An amount, if any, necessary to make the amount currently on deposit in the Reserve Account equal to the Reserve Requirement shall be deposited in the Reserve Account. The balance of the proceeds, less the expenses incurred in authorizing, issuing and delivering the Bonds, shall be deposited in a special fund designated as "Combined Utility System Improvement Fund." Said special fund shall be adequately secured and used solely for the purpose of meeting costs of extending, adding to and improving the System, as described in the preamble hereof. The balance remaining in said Improvement Fund after paying said costs shall be transferred to the Special Redemption Fund for use in payment of principal of and interest on the Bonds.

Section 15. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except:

a. The City may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and

b. This Resolution may be amended, in any respect, with the written consent of the owners of not less than two-thirds of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the City; provided, however, that no amendment shall permit any change in the pledge of Revenues derived from the System, or in the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 16. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The City may discharge all Bonds due on any date by depositing into a special account on or before that date a sum sufficient to pay the same in full; or if any Bonds should not be paid when due, it may nevertheless be discharged by depositing into a special account a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The City, at its option, may also discharge all Bonds called for redemption on any date when they are prepayable according to their terms, by depositing into a special account on or before that date a sum sufficient to pay them in full, with the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. The City, at its option, may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the City's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the City's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 17. Investments and Arbitrage. Monies accumulated in any of the funds and accounts referred to in Sections 4 and 14 hereof which are not immediately needed for the respective purposes thereof, may be invested in legal investments subject to the provisions of Sec. 66.0603(1m), Wis. Stats., until needed. All income derived from such investments shall be credited to the fund or account from which the investment was made; provided, however, that at any time that the Reserve Requirement is on deposit in the Reserve Account, any income derived from investment of the Reserve Account shall be deposited into the Special Redemption Fund

and used to pay principal and interest on the Bonds. A separate banking account is not required for each of the funds and accounts established under this Resolution; however, the monies in each fund or account shall be accounted for separately by the City and used only for the respective purposes thereof. The proceeds of the Bonds shall be used solely for the purposes for which they are issued but may be temporarily invested until needed in legal investments. No such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations of the Commissioner of Internal Revenue thereunder (the "Regulations").

An officer of the City, charged with the responsibility for issuing the Bonds, shall, on the basis of the facts, estimates and circumstances in existence on the date of closing, make such certifications as are necessary to permit the conclusion that the Bonds are not "arbitrage bonds" under Section 148 of the Code or the Regulations.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 15, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the City, the governing body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the City, its governing body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 19. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 20. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by [_____, _____, _____, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes] [the City Clerk or City Treasurer] (the "Fiscal Agent"). [The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds].

Section 21. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner

thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Fiscal Agent shall deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

The fifteenth day of each calendar month next preceding each interest payment date shall be the record dates for the Bonds. Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the Fiscal Agent at the close of business on the corresponding record date.

Section 22. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and their ownership, management and use will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

The foregoing covenants shall remain in full force and effect, notwithstanding the defeasance of the Bonds, until the date on which all of the Bonds have been paid in full.

Section 23. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" pursuant to Section 265 of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 24. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to Old National Bank at Closing for further distribution as directed by Ehlers.

Section 25. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and addenda to it are hereby ratified and approved. In connection with the closing for the Bonds, the appropriate City official shall certify the Preliminary Official Statement and addenda. The City Clerk shall cause copies of the Preliminary Official Statement and addenda to be distributed to the Purchaser of the Bonds.

Section 26. Undertaking to Provide Continuing Disclosure. The City covenants and agrees, for the benefit of the holders of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

The City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 27. Records. The City Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds.

Section 28. Bond Insurance. If the Purchaser of the Bonds determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, appropriate reference to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 29. Closing. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Bonds to the Purchaser thereof upon receipt of the purchase price. The Mayor and City Clerk may execute the Bonds by manual or facsimile signature, but, unless the City has contracted with the Fiscal Agent to authenticate the Bonds, at least one of said officers shall sign the Bonds manually.

The officers of the City hereby are directed and authorized to take all necessary steps to close the bond issue as soon as practicable hereafter, in accordance with the terms of sale thereof, and said officers are hereby authorized and directed to execute and deliver such documents, certificates and acknowledgments as may be necessary or convenient in accordance therewith.

Section 30. Conflicting Ordinances or Resolutions. All ordinances and resolutions (other than the 2012 Resolution, the 2013 Resolution, the 2016 Resolution and the Clean Water Fund Bond Resolution) or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the 2012 Resolution, the 2013 Resolution, the 2016 Resolution or the Clean Water Fund Bond Resolution, the 2012 Resolution, the 2013 Resolution, the 2016 Resolution and the Clean Water Fund Bond Resolution shall control so long as any of the Prior Bonds or Clean Water Fund Bonds authorized by such resolution are outstanding.

Adopted and approved August 20, 2020.

Mayor

City Clerk

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on November 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on November 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on November 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on November 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on November 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

For the Term Bonds Maturing on November 1, ____

<u>Redemption Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
JEFFERSON COUNTY
NO. R-___ CITY OF WATERLOO \$_____
COMBINED UTILITY REVENUE
BOND, SERIES 2020D

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
November 1, _____ September 10, 2020 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Waterloo, Jefferson County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), solely from the fund hereinafter specified, on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on May 1 and November 1 of each year commencing on May 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by [_____, _____, _____] [the City Clerk or City Treasurer] (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

The Bonds maturing on November 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the City, on November 1, 2029 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

This Bond is one of an issue aggregating \$4,365,000, issued for the purpose of paying the cost of additions, improvements and extensions to the Electric, Water and Sewer System of the City, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, acts supplementary thereto and a Resolution adopted August 20, 2020, and entitled: "A Resolution Authorizing the Issuance and Sale of \$4,365,000 Combined Utility Revenue Bonds, Series 2020D of the City of Waterloo, Jefferson County, Wisconsin, and Providing for the Payment of the Bonds and Other Details with Respect to the Bonds" (the "Resolution") and is payable only from the income and revenues derived from the operation of said Electric, Water and Sewer System. Such revenues have been set aside and pledged as a special fund for that purpose and identified as "Special Redemption Fund", created by a resolution adopted by the City on May 2, 1988 and continued by the Resolution. The Bonds are issued on a parity with the City's Combined Utility Revenue Bonds, Series 2012B, dated November 6, 2012, Combined Utility Revenue Refunding Bonds, Series 2013A, dated December 30, 2013 and Combined Utility Revenue Bonds, Series 2016A, dated November 15, 2016 and senior to the Combined Utility Revenue Bonds, Series 2013, dated March 27, 2013. This Bond does not constitute an indebtedness of the City within the meaning of any constitutional or statutory debt limitation or provision.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer (which may be endorsed

hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

It is hereby certified, recited and declared that all conditions, things and acts required by law to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said City from the operation of its Combined Utility System has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

IN WITNESS WHEREOF, the City of Waterloo, Jefferson County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF WATERLOO,
JEFFERSON COUNTY, WISCONSIN

By: _____
Jenifer Quimby
Mayor

(SEAL)

By: _____
Morton J. Hansen
City Clerk

DRAFT

[Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of the City of Waterloo, Wisconsin.

_____,

By _____
Authorized Signatory]

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



136 North Monroe Street
Waterloo, WI 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2020-34

Authorizing A Development Agreement Between The City Of Waterloo And Petry Trust No. 1989 Relating To The Purchase Of Treyburn Farms Subdivision Lots 53-56 & 59 And The DeYoung Farms Subdivision Lots 1-7, 11-18, 20-26, 28, 29, 31-41

Whereas, the Mayor and City Council seek to facilitate the construction of residential dwellings in the City of Waterloo, and;

Whereas, representatives of the Petry Trust No. 1989 have an accepted offer to purchase five Treyburn Farms Subdivision lots and thirty DeYoung Farms Subdivision lots, and;

Whereas, the Clerk/Treasurer and City Attorney are presenting an agreement term sheet on this night describing terms and obligations in a finalized development agreement to spur the construction of new residential homes.

Therefore, Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby authorizes the agreement based on the terms sheet presented this night and directs the City Attorney and Clerk/Treasurer to finalize the agreement. It authorizes the Mayor to sign the agreement.

PASSED AND ADOPTED this _____, 2020.

City of Waterloo

Signed: _____
Jenifer Quimby
Mayor

Attest:

Mo Hansen
City Clerk/Treasurer

SPONSOR(S) – Mayor & Clerk/Treasurer

FISCAL EFFECT – each new dwelling constructed aids an estimated \$3,075 in municipal tax base. (\$300,000 dwelling @ a tax rate of \$25.10 per \$1,000 of value with the municipal sub-amount at \$10.25 per \$1,000 of value)