



136 North Monroe Street
Waterloo, WI 53594-1198
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**Public Notice of a Committee Meeting
Of the Common Council of the City of Waterloo**

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

Committee: PUBLIC WORKS & PROPERTY COMMITTEE
Date & Time: THURSDAY, JANUARY 7, 2016 AT 6:30 P.M.
Location: COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, 136 N. MONROE STREET

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MEETING MINUTES: December 3, 2015
3. PUBLIC COMMENT
4. PROJECT UPDATES
 - a. 333 Portland Road, Condemnation Proceedings
 - b. 2016 Sidewalk Improvements – Implementation Plan Post-Budget Approval
5. FUNDING UPDATES
 - a. Municipal Street Discretionary Improvement Program (MSID) application – pending notice.
 - b. Community Development Block Grant – Hurricane IKE Supplemental application pending notice.
 - c. DNR Recreational Trails Grant – drafting application
6. UNFINISHED BUSINESS
 - a. Written Township Agreements For Roadway Maintenance And Snow Removal – Draft Review
7. ADJOURNMENT

Mo Hansen
Clerk/Treasurer

Committee Members: Springer, Ziaja and Stinnett

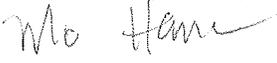
Printed, Posted, E-mailed and Distributed: 01/05/2016

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 PUBLIC WORKS & PROPERTY COMMITTEE
MEETING MINUTES: December 3, 2015

1. CALL TO ORDER AND ROLL CALL. Mayor Thompson called the meeting to order at 6:30 p.m. in Springer's absence. Committee members present: Ziaja and Stinnett. Absent: Springer. Others attending: Mayor Thompson, Ron Griffin and Duane Klein and Clerk/Treasurer Hansen.
2. APPROVAL OF MEETING MINUTES: September 3, 2015 and November 5, 2015. MOTION: Moved by Ziaja, seconded by Stinnett to approve the minutes as listed and presented. VOICE VOTE: Motion carried.
3. PUBLIC COMMENT. None.
4. PROJECT UPDATES
 - a. 333 Portland Road, Condemnation Proceedings. DISCUSSION: Klein said he was a resident at 250 West Porter and also an environmental consultant. He presented a handout of section 292.11 of the state statutes and DNR publication RR-579 titled: State & Federal Liability Protections for Local Governmental Units. Klein offered his services as an interested citizen. Griffin said he was interested in owning a portion of this parcel which is adjacent to his parcel. Hansen said the Building Inspector had begun the process based upon the City Attorney's prior task outline. No action taken.
 - b. 2016 Sidewalk Improvements – Implementation Plan Post-Budget Approval. DISCUSSION: Hansen said the 2016 budget only calls for new sidewalk for the south side of Anna, with other items reviewed by the Committee on September 3rd not included in the budget. He said missed sections from prior quadrant could be picked up in 2016. He said dollars from TID #4 could cover any expense that might exceed the budgeted Capital Fund expense figure of \$11,000. No action taken.
5. FUNDING UPDATES
 - a. Municipal Street Discretionary Improvement Program (MSID) application. DISCUSSION: Hansen said this application has been submitted. In reply to the Stinnett question, Hansen said due to an early snowfall, the County did not conduct a traffic count. He said MSID is a competitive grant process.
 - b. Community Development Block Grant – Hurricane IKE Supplemental application. DISCUSSION: Hansen said this application is being drafted with a December 21st deadline. He said a public hearing, an authorizing resolution and a resolution calling for Fair Housing actions on the part of the City are being prepared.
6. UNFINISHED BUSINESS
 - a. Written Township Agreements For Roadway Maintenance And Snow Removal – Draft Review. DISCUSSION: Hansen said he had a template from the City Attorney and was incorporating information received from Gary Yerges into a draft for the January meeting.
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.
8. ADJOURNMENT. MOTION: Moved by Stinnett, seconded by Ziaja to adjourn. The time was approximately 6:45 pm. Motion carried.

Attest:


Mo Hansen
Clerk/Treasurer

Agreement Re: Road Maintenance

Agreement made this ___ day of _____, 20__ by and between the City of Waterloo, a municipal corporation (herein the “City”); and the Town of Medina, a body politic (herein the “Town”).

WITNESSETH:

WHEREAS, the following roads described herein are partially located within the Town and City and are hereinafter referred to as the “City-Town Border Roads;” and

WHEREAS, the Town desires to retain the services of the City to perform certain maintenance of the City-Town Border Roads on its behalf and the City likewise desires to retain the services of the Town to perform certain maintenance of the City-Town Boarder roads on its behalf; and

WHEREAS, the City and Town are willing to provide such services upon the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, as well as other good and valuable consideration moving from each party to the other, it is hereby agreed as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Description of Roads for Which the City will be providing maintenance service. See Exhibit 1.
3. Description of Roads for Which the Town will be providing maintenance service. See Exhibit 1.
4. Scope of Services and Addition of Roads. During the term of this Agreement, the City and Town agree to perform the snow/ice removal services more particularly described on Exhibit 2 attached hereto and incorporated herein (the “Services”). The City shall perform the Services in the same manner and to the same extent as it performs such Services on public roads located within its geographic boundaries. Likewise the Town shall perform the Services in the same manner and to the same extent as it performs such Services on public roads located within its geographic boundaries.
5. Term of Agreement. The term of this Agreement shall commence upon its execution hereof by both parties, and shall continue indefinitely thereafter and unless and until terminated in the manner provided for herein. This Agreement shall terminate upon the expiration of thirty (30)

days prior written notice of termination from one party to the other, in the event the termination is without cause. In the event a party desires to terminate this agreement with cause, then in such event, the written notice shall be given by the terminating party to the defaulting party, specifying the nature of the particular default. The defaulting party shall then have a period, not to exceed ten (10) days, within which to cure the default. Notwithstanding the foregoing, in the event the default is one of a monetary nature, then the notice of default and opportunity to cure shall be shortened to a three (3) day period.

6. Compensation. For and in consideration of the Services described herein, the Town shall compensate the City in the amount zero dollars (\$0.00) with the understanding that the Town agrees to maintain road segments as described herein.
7. Indemnification. Each party hereto agrees to indemnify, save and hold harmless the other from and against any and all claims, suits, demands or causes of action, arising out of, directly or indirectly, any act or omission of the indemnifying party, which may cause injury or damage to any person or persons or property, whomsoever or whatsoever. The parties intend that the indemnification be mutual in all respects.
8. Binding Effect. This Agreement is binding on the successors and assigns of the parties hereto.
9. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by registered United States mail, return receipt requested, addressed to the respective parties at:

City: City of Waterloo
Attn: Clerk
135 North Monroe Street
Waterloo, WI 53594-1198

Town: _____

10. Construction. This Agreement has been executed in the State of Wisconsin and shall be construed and enforced in accordance with the laws of that state.
11. Intergovernmental Cooperation. This Agreement is intended to constitute an "Intergovernmental Cooperation Agreement" as defined in section 66.0301, Wis. Stat.

In Witness Whereof, the parties hereto have executed this Agreement the day and year just written above at Waterloo, Wisconsin.

CITY OF WATERLOO

By: _____

Name _____

Title _____

Attest: _____

Name _____

Title _____

TOWN OF

By: _____

Name: _____

Title: _____

Attest: _____

Name _____

Title _____

EXHIBIT 1 – DESCRIPTION OF ROADS

1. Description of roads for which the City and Town will provide snow/ice removal services.

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
City of Waterloo	The Clarkson Road commencing at the intersection of the north-south municipal boundary and Clarkson Road west to the house at 41 Clarkson Road	900
City of Waterloo	Canal Road commencing at the intersection of the north-south municipal boundary west to the entry to the property at 47 Canal Road	800

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
Town of Medina	All portions of Waterloo Road within Dane County	an undefined portion of roadway

EXHIBIT 2 – SCOPE OF SERVICES

- 1. Snow plowing provided in a timely manner for the benefit of all roadway travelers with an emphasis on passable roadways for emergency responders during major snow and ice weather events.**

Agreement Re: Road Maintenance

Agreement made this ___ day of _____, 20__ by and between the City of Waterloo, a municipal corporation (herein the “City”); and the Town of Portland, a body politic (herein the “Town”).

WITNESSETH:

WHEREAS, the following roads described herein are partially located within the Town and City and are hereinafter referred to as the “City-Town Border Roads;” and

WHEREAS, the Town desires to retain the services of the City to perform certain maintenance of the City-Town Border Roads on its behalf and the City likewise desires to retain the services of the Town to perform certain maintenance of the City-Town Boarder roads on its behalf; and

WHEREAS, the City and Town are willing to provide such services upon the terms and conditions set forth herein.

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7. Indemnification. Each party hereto agrees to indemnify, save and hold harmless the other from and against any and all claims, suits, demands or causes of action, arising out of, directly or indirectly, any act or omission of the indemnifying party, which may cause injury or damage to any person or persons or property, whomsoever or whatsoever. The parties intend that the indemnification be mutual in all respects.
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CITY OF WATERLOO

By: _____

Name _____

Title _____

Attest: _____

Name _____

Title _____

TOWN OF

By: _____

Name: _____

Title: _____

Attest: _____

Name _____

Title _____

EXHIBIT 1 – DESCRIPTION OF ROADS

1. Description of roads for which the City and Town will provide snow/ice removal services.

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
City of Waterloo	The road commencing at the intersection of STH 89 and Clarkson Road west to the intersection of the north-south municipal boundary and Clarkson Road	4,000

RESPONSIBILITY OF:	CITY-TOWN BORDER ROAD DESCRIPTION	ESTIMATED LENGTH (ft.)
Town of Portland	The road commencing at the intersection of STH 89 and Clarkson Road east to the intersection of STH 19 and Clarkson Road	3,500

EXHIBIT 2 – SCOPE OF SERVICES

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