



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, December 1, 2016 – 7:00 p.m.
Revised 11/29/2016 10:52 AM

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 AND ROLL CALL
2. MEETING MINUTES APPROVAL: November 17, 2016
3. COMMUNICATION TO THE CITY COUNCIL:
 - a. DNR Notice Of Tentative Award To Support Acquisition Of A 5.7 Acre Parcel To Expand The Dr. J.S. Garman Nature Preserve (Inquiry About Resolution For Or Against)
4. PUBLIC COMMENT
5. CONSENT AGENDA ITEMS
 - a. Parking Permit Applications Per Municipal Code 350-7(G)(3)
 - i. Kyle Griepentrog, 156 Jefferson Street
 - ii. Linda Lofton, 345 Pierce Street
 - b. 2017 Statement Of Taxes
 - c. Approval Of Operator's License For License Period Ending June 30, 2017
 - i. Megan Kurt, 231 Hubbell Street, Marshall
 - ii. Jackie Smith, 290 Brookstone Drive, Lake Mills
6. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
 - a. Finance, Insurance & Personnel Committee
 - i. Authorizing A TIF #2 Financing Agreement Between The City Of Waterloo And Sharon Burbach, Property Owner at 218 West Madison Street
 - b. Community Development Authority
 - i. Entering Into An Agreement For Downtown Street Market Manager Services With Mary Peschel
7. NEW BUSINESS
 - a. Resolution 2016-64 Updating Resolution #2011-46 Regarding Governmental Accounting Standards Board Statement No. 54 And Fund Balance Reporting
8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
9. ADJOURNMENT

Mo Hansen
Clerk/Treasurer

Posted and Emailed: 11/23/2016

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 COMMON COUNCIL
MEETING MINUTES: November 17, 2016

PUBLIC HEARING ON RECOMMENDED 2017 MUNICIPAL BUDGET

1. PUBLIC HEARING CALLED TO ORDER. Mayor Thompson called the public hearing to order at 7:00 p.m. Alderpersons present: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Absent: Ziaja. Others present: Brynn Fitzsimmons with the Courier; Tammy Krueger with the Watertown Daily Times; Utility Superintendent Barry Sorenson; WFD Chief Vern Butzine; WFD Treasurer Marlys Schmidt; WFD 2nd Lt. Jon Boedefeld; Interim Police Chief Lange; WLOO videographers and Clerk/Treasurer Hansen.
2. PUBLIC COMMENTS ON THE PROPOSED 2017 MUNICIPAL BUDGET. No citizen spoke. Hansen read from the budget narrative document presented as part of the meeting material.
3. ADJOURN PUBLIC HEARING. Mayor Thompson closed the public hearing at approximately 7:05 pm.

REGULARLY SCHEDULED MEETING

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL. Mayor Thompson called the regularly scheduled meeting to order at 7:03 p.m. immediately following the public hearing. Alderpersons present: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Absent: Ziaja. Others present: Brynn Fitzsimmons with the Courier; Tammy Krueger with the Watertown Daily Times; Utility Superintendent Barry Sorenson; WFD Chief Vern Butzine; WFD Treasurer Marlys Schmidt; WFD 2nd Lt. Jon Boedefeld; Interim Police Chief Lange; WLOO videographers and Clerk/Treasurer Hansen. The Pledge of Allegiance was recited.
2. MEETING MINUTES APPROVAL: November 3, 2016. MOTION: Moved by Quimby, seconded by Griffin to approve the meeting minutes as presented. VOICE VOTE: Motion carried.
3. PUBLIC COMMENT/CORRESPONDENCE
 - a. Waterloo Area Historical Society, Steeple Tower Restoration Project Thank You, November 4, 2016. Noted
4. PUBLISHED NOTICES
 - a. Municipal Spring Elections, April 4, 2017. Noted.
5. CONSENT AGENDA ITEMS. MOTION: Moved by Stinnett, seconded by Griffin to approve the consent agenda items as presented. VOICE VOTE: Motion carried.
 - a. Reports Of City Officials And Contract Service Providers
 - i. Parks Coordinator Gabe Haberkorn For October/November 2016
 - ii. Waterloo Active Fire Department For August, September & October 2016
 - iii. Building Inspector - Building, Plumbing, And Electrical Permits For October 2016
 - iv. Public Works Director Gary Yerges For October 2016
 - v. Interim Police Chief Lange For October 2016
 - vi. Library Director Kelli Mountford For October 2016
 - vii. Waterloo Water & Light Commission – November 1, 2016
 - viii. Watertown Humane Society For October 2016
 - b. Resolution #2016-63 Changing Two Library Staff Positions From Salary To Hourly And Related Overtime Restrictions In Response To Fair Labor Standards Act Regulations Taking Effect December 1, 2016
 - c. Entering Into A Road Maintenance – Snow/Ice Removal Agreement With The Town Of Portland
 - d. Approval Of Operator's License For License Period Ending June 30, 2017
 - i. Heather A Schmiers, 701 McKay Way
6. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
 - a. Finance, Insurance & Personnel Committee
 - i. Payroll For October 2016 - \$62,637.67. MOTION: Moved by Springer, seconded by Quimby to approve payroll in the stated amount. ROLL CALL VOTE: Ayes: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Noes: none with Ziaja absent. Motion carried.
 - ii. General Disbursements – October 21, 2016 Through November 17, 2016. MOTION: Moved by Springer, seconded by Quimby to approve disbursements as presented. ROLL CALL VOTE: Ayes: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Noes: none with Ziaja absent. Motion carried.

- iii. Treasurer's Report & Budget Reports For October 2016. MOTION: Moved by Springer, seconded by Quimby to the accept reports as presented. VOICE VOTE: Motion carried.
- iv. Resolution #2016-62 Adopting An Annual Budget And Appropriating The Necessary Funds For The Operation Of The City Of Waterloo For The Year 2017. MOTION: Moved by Springer, seconded by Quimby to approve the resolution as presented with the amendment that \$900 is to be shifted from Miscellaneous General Government Contingency (100-51-5190-900) to Elections Poll Workers (100-51-5144-128). ROLL CALL VOTE: Ayes: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Noes: none with Ziaja absent. Motion carried.

7. NEW BUSINESS

- a. Considering A Donation Request To Fund The Jefferson County Clean Sweep And Recycling Program. DISCUSSION: Thompson noted that a donation had not been given in years past. Hansen recalled prior year's discussions noting, it was said citizens already pay County taxes and a donation may be considered a form of double taxation. MOTION: Moved by Springer, seconded by Griffin to decline the opportunity to donate. VOICE VOTE: Ayes: Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Noes: none with Ziaja absent. Motion carried.

8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. # Hansen invited new volunteers to join the Waterloo Fire Department. # Thomas said off-street parking regulations took effect on November 15. # Stinnett invited all to the Holiday Parade. # Quimby wished all a Happy Thanksgiving.

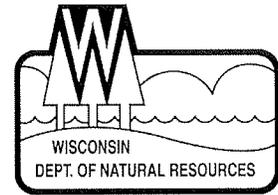
9. ADJOURNMENT. MOTION: Moved by Springer, seconded by Quimby to adjourn. Motion carried unanimously. Approximate time: 7:20 pm.



Attest:
Mo Hansen
Clerk/Treasurer

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



November 18, 2016

Bob Thompson, Mayor
City of Waterloo
136 N. Monroe Street
Waterloo, WI 53594

Dear Mayor Thompson:

The Department would like to inform you that a grant from the Knowles-Nelson Stewardship Program has been tentatively awarded to support the acquisition of a 5.7-acre parcel in the City of Waterloo by Jefferson County for conservation and public outdoor recreational purposes.

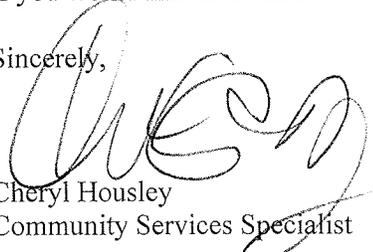
The state biennial budget bill enacted in 2011 includes a provision requiring a Department notice to your Board stating that your Board may adopt a resolution that supports or opposes land acquisitions funded by the Stewardship Program – see s. 23.0917(5t) Wis. Stats. While the Board is not obligated to hold a meeting or adopt a resolution, if you decide to do so, please send a copy of the resolution to:

Cheryl Housley, CSS
WDNR Fitchburg Service Center
3911 Fish Hatchery Road
Fitchburg, WI 53711
Phone: (608)275-3218
cheryl.housley@wisconsin.gov

Although a resolution for or against a grant for land acquisition will be nonbinding, the Department is required to consider the resolution if it is received within 30 days of your receipt of this letter.

If you would like more information, or have question or concerns about this grant, please contact me.

Sincerely,



Cheryl Housley
Community Services Specialist

cc: Jennifer Gihring - Stewardship LUG Grant Manager, Madison
Joe Nehmer – Jefferson County Parks



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

PARKING PERMIT APPLICATION – Municipal Code 350-7(G)

Chapter 350: VEHICLES AND TRAFFIC

§ 350-7. Parking restrictions.

G. Winter parking regulations. No person shall park in any City street or public parking lot in the City between the hours of 1:00 a.m. and 6:00 a.m. from November 15 to April 1, except by permit as set forth in Subsection E or as hereinafter set forth:

- (1) Overnight parking on City streets may be allowed by permit only. The permit fee shall be as stated in the City of Waterloo Fee Schedule for each winter season from November 15 to April 1. Editor's Note: The Fee Schedule is on file at the office of the City Clerk-Treasurer.
- (2) Permits for winter on-street parking shall be issued only on the basis of unusual need for vehicles owned by City residents residing on property which does not have a driveway, lacks sufficient space to provide for off-street parking and does not have a reasonable alternative for overnight parking.
- (3) Permit applications are to be obtained, completed and paid for at the office of the Clerk-Treasurer. Applications shall be submitted to the Council for review and granting or denial.
- (4) The permit shall be displayed as required on the permit whenever a vehicle is parked on the City street overnight from November 15 to April 1. Failure to display the permit, as required, shall result in vehicle parking violations and subject the vehicle to being towed at the expense of the operator/owner.

APPLICATION DATE: 11-17-16 NAME: Kyle Briepentrog
 ADDRESS: 156 Jefferson St
 PHONE: 608 697 1690
 OWN OR RENT? Own
 IF RENTER FURNISH NAME, ADDRESS & PHONE NUMBER OF LANDLORD:

 (NAME) (PHONE)

 (ADDRESS)
 BRIEFLY EXPLAIN NEED FOR PERMIT: Lack of driveway
Parking with others in home

 VEHICLE DESCRIPTION: MAKE: Chevrolet MODEL: Tahoe
 COLOR: Red YEAR: 1999 LICENSE#: 585-4WW

(OFFICE USE ONLY)

PERMIT # _____ ISSUE DATE: _____ EXPIRATION DATE: _____
 FEES PAID: 52⁷⁵ DATE: 11/17/16 RECEIPT NUMBER 32660



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

PARKING PERMIT APPLICATION – Municipal Code 350-7(G)

Chapter 350: VEHICLES AND TRAFFIC
§ 350-7. Parking restrictions.

- G. Winter parking regulations. No person shall park in any City street or public parking lot in the City between the hours of 1:00 a.m. and 6:00 a.m. from November 15 to April 1, except by permit as set forth in Subsection E or as hereinafter set forth:
- (1) Overnight parking on City streets may be allowed by permit only. The permit fee shall be as stated in the City of Waterloo Fee Schedule for each winter season from November 15 to April 1. Editor's Note: The Fee Schedule is on file at the office of the City Clerk-Treasurer.
 - (2) Permits for winter on-street parking shall be issued only on the basis of unusual need for vehicles owned by City residents residing on property which does not have a driveway, lacks sufficient space to provide for off-street parking and does not have a reasonable alternative for overnight parking.
 - (3) Permit applications are to be obtained, completed and paid for at the office of the Clerk-Treasurer. Applications shall be submitted to the Council for review and granting or denial.
 - (4) The permit shall be displayed as required on the permit whenever a vehicle is parked on the City street overnight from November 15 to April 1. Failure to display the permit, as required, shall result in vehicle parking violations and subject the vehicle to being towed at the expense of the operator/owner.

APPLICATION DATE: 10/25/2016 NAME: Linda Lofton
 ADDRESS: 345 Pierce St. Waterloo WI 53594
 PHONE: 920-253-7783
 OWN OR RENT? own

IF RENTER FURNISH NAME, ADDRESS & PHONE NUMBER OF LANDLORD:

(NAME) _____ (PHONE) _____
 (ADDRESS) _____

BRIEFLY EXPLAIN NEED FOR PERMIT: No driveway

VEHICLE DESCRIPTION: MAKE: Plymouth MODEL: Voyager
 COLOR: Purple YEAR: 1999 LICENSE#: 133 PVP

(OFFICE USE ONLY)

PERMIT # _____ ISSUE DATE: _____ EXPIRATION DATE: _____
 FEES PAID: 52⁷⁵ DATE: 10/25/16 RECEIPT NUMBER 32589

2016-12-01 COUNCIL APPROVAL 2015-2017 OPERATOR'S LICENSES

LAST NAME	FIRST NAME	MI	HOUSE	STREET NAME	CITY	VIOLATIONS	NEW/RENE	LICENSE #	EMPLOYER
KURT	MEGAN	J	231	HUBBELL ST	MARSHALL		NEW	122"OP"2015/2017	KWIK TRIP
SMITH	JACKIE	L	290	BROOKSTONE DR	LAKE MILLS	07-SERVING MINOR	NEW	123"OP"2015/2017	MT BAR

Mo Hansen

From: Mo Hansen <cityhall@waterloowi.us>
Sent: Tuesday, October 18, 2016 8:49 AM
To: 'Sharon Burbach'
Cc: bspringr@charter.net; jeni@highenergydj.com; Ron Griffin (griffinrepair@gmail.com)
Subject: RE: City of Waterloo Meeting Notice & Agenda - October 20, 2016 - Finance, Insurance & Personnel Comm.

Sharon,

NOTE: I published with no written handout for your topic. That may be why you are not seeking it. I will present this email text at the meeting Thursday.

TO: Mayor Thompson and Finance Committee members

AUTHORIZING A TIF #2 FINANCING AGREEMENT BETWEEN THE CITY OF WATERLOO AND SHARON BURBACH, PROPERTY OWNER AT 118 W. MADISON STREET

WHY?

- To facilitate investment in a downtown building and to make for a clean STH 19 reconstruction project.

At WisDOT's request, I have forwarded the financing option outlined below to the property owner in the form of special assessment. Fenner also views this as a feasible way forward. WisDOT has pushed off three properties along the STH 19 construction to the City to compel owners to repair. Tina Roth and Nick Sharrow are the other two. They have voids under the sidewalk and coal shoot holes in their foundation walls. I am working with each to remedy via masonry work. This property is more complicated because of a long running discussion of possible voids under the sidewalk due to water/sewer issues. The best contractor number to remedy is 40% of the value of the entire building. For years it has been said that the time of the reconstruction is the time to fully remedy this situation.

BACKGROUND:

- WisDOT is saying it will saw cut around 118 W Madison Street absent remedy to a bulging foundation wall.
- Owner and Waterloo Utilities have had multi-year discussions as to who is the responsible party for the bulging wall: foundation failure or voids created in ROW due to water/sewer brought to property.
- It has been long held during past discussions, that time of fully remedy is during the reconstruction process.
- Owner has identified a qualified contractor and has a contract in-hand.
- Cost of improvement roughly equals 40% of the current assessed property value.
- This improvement is in TID #2. Completion of this project results in private investment in a downtown property.

PROPOSED TERMS OF SPECIAL ASSESSMENT AGREEMENT:

1. Agreement is structured like a special assessment, with property owner waiving process steps.
2. Selection of qualified contractor by property owner.
3. Contract at not to exceed \$20,000.
4. One-year warranty on work.
5. City pays contractor upon completion of work,
6. Beginning in the calendar year in which the work is completed, property owner makes five annual payments of \$5,000 + 1% interest to City, until the amount of contractor invoice is paid in full.
7. Failure to pay means assessment goes on property tax bill.

Mo Hansen
Clerk/Treasurer
City of Waterloo

REAL ESTATE PAYMENT RECEIPT

10/17/2016

JEFFERSON COUNTY

TAX YEAR: 2015

MORTON J HANSEN
CITY OF WATERLOO
136 N. MONROE
WATERLOO, WI 53594

Total Tax: \$1,204.02
Less Lottery Credit Claimed: \$0.00
Less Tax Paid: \$1,204.02
Balance Due: \$0.00

Legal Description
LOT 2,BLK 1, ORIG PLT. EX
BEG NW/C BLDG ON SD LOT, E12
FT 10 IN,S TO S/L LOT 2, W12
FT 10 IN N TO POB. ALSO &
SUBJ TO ROW IN 9 MISC 303

Parcel Number: 29008130711003
Bill Number: 000887
Physical Address: 118 W MADISON ST

BURBACH TRUST
159 S WASHINGTON ST
WATERLOO, WI 53594

Land Assessment: \$10,200.00
Improvement Assessment: \$41,500.00
Total Assessment: \$51,700.00
EFMV: \$52,100.00
Special Assessments: \$0.00
MFL/FCL: \$0.00
Acreage: 0.064

Receipt Date	Operator	Check #	Batch #	Tax Paid	Refund	Other	Total Paid
Receipt Number	Paid By						
12/23/2015	RB	189307	6	\$1,204.02	\$0.00	\$0.00	\$1,204.02
434	AVESTAR CREDIT UNION/BURBACH TRUST						

THANK YOU

AGREEMENT
RE: DOWNTOWN STREET MARKET MANAGER SERVICES

Agreement made this ____ day of _____, 20__, by and between the City of Waterloo, a municipal corporation, (the “City”), and Mary Peschel, an individual (the “Vendor”).

W I T N E S S E T H:

WHEREAS, the City desires to retain the services of the Vendor upon the terms set forth herein; and

WHEREAS, the Vendor agrees to provide such services.

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do mutually agree as follows:

1. SCOPE OF SERVICES. The Vendor shall provide to the City the specific services described in the “Scope of Services” attached hereto and marked as Exhibit 1 (the “Services”). All such Services shall be performed in accordance with appropriate standards of conduct applicable thereto.

2. RESPONSIBILITIES OF VENDOR.
 - (a) Compliance with the City’s Applicable Rules and Regulations. Unless otherwise mutually agreed, Vendor agrees that in providing Services, it will comply with applicable rules, regulations, ordinances, general conditions and specifications of the City in the performance of its obligations hereunder.

 - (b) Supervision. Vendor shall perform the Services required under this Agreement under the general supervision of the Community Development Authority (the “City’s Representative”).

 - (c) Time. Vendor shall provide the Services, on or before the times indicated. Time is of the essence as to all matters contained herein.

3. TERM OF AGREEMENT.
 - (a) The term of this Agreement shall commence upon execution of this Agreement, and shall terminate on _____, _____ or earlier as provided for elsewhere herein.

- (b) Notwithstanding the stated term of this Agreement, the City reserves the right to terminate this Agreement at any time for the sole convenience of the City, upon thirty (30) calendar days prior written notice to Vendor.
 - (c) Either party may elect to terminate this Agreement due to the other party's defaults in any of the covenants, agreements, commitments, or conditions contained herein, if any such default shall continue unremedied for a period of ten (10) days after written notice thereof from the non-defaulting party to the defaulting party. If this Agreement is so terminated due to default, the non-defaulting party may elect to pursue any remedy provided for in law of equity, including but not limited to specific performance, an action of the recovery of damages (direct and consequential), and any other appropriate relief.
 - (d) Notwithstanding anything to the contrary contained in this Agreement, in the event of lapse, cancellation or termination of insurance policies required of Vendor by the terms of this Agreement, the City may, without notice of default, declare this Agreement immediately terminated, in addition to all other rights and remedies which it may have at law or in equity against Vendor.
4. COMPENSATION. The City shall pay Vendor for the provisions of the Services in accordance with the provisions of Exhibit 2 attached.
5. MUNICIPAL START-UP FUNDING. The City shall pay vendor an amount not to exceed \$2,000 during the term of this agreement for the purchase of items used solely for the benefit of the downtown street market. Items may include -- but are not exclusively limited to -- market supplies, marketing, promotion, special event, market tent and insurance. Vendor may present paid invoices to the Clerk/Treasurer's office for funds to be disbursed to Vendor. Clerk/Treasurer is to provide monthly reports to the CDA listing municipal start-up funding disbursements.
6. INDEPENDENT VENDOR STATUS. It is agreed that Vendor is an independent contractor and not an employee of the City. All persons whom Vendor provides for services under this Agreement are employees of the Vendor and are not employees of the City. The Vendor agrees to refrain from doing any private development business in the City while a party to this Agreement, except as agreed to by the City, in writing. The Vendor also agrees to furnish the City with its taxpayer identification number prior to commencement of services under this Agreement. Failure or delay in furnishing taxpayer identification numbers may result in the withholding of amounts due to the Vendor from the City. The Vendor is informed that as an independent contractor, it may have a responsibility to make estimated tax returns, file tax returns, pay income taxes and make social security payments on the amounts received under this Agreement; that no amounts will be withheld from payments made to the Vendor

for these purposes; and that payment of taxes and making social security payments are solely the responsibility and obligation of the Vendor. The Vendor is further informed that it may be subject to civil and/or criminal penalties if it fails to properly report income and pay taxes and social security taxes on the amount received under this Agreement. The Vendor agrees to indemnify, save and hold harmless the City from any claims, suits or actions arising out of or in any way related to the characterization of the compensation paid to Vendor hereunder, as “wages” or “salary,” including reimbursement to the City of any payroll taxes levied or assumed therein.

7. ASSIGNABILITY AND SUBCONTRACTOR. The Vendor shall not assign this Agreement or any interest therein, nor subcontract any of the work under this Agreement without the prior written consent of the City.
8. INDEMNIFICATION. The Vendor agrees to indemnify, defend, and save harmless the City and all of its officers and employees from and against all loss or expenses (including costs and attorney’s fees) by reason of any claim or suit, or of liability imposed by law upon the City or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss or use thereof, to the extent directly arising from, in connection with, caused by or resulting from the Vendor’s acts or omissions in the performance of this Agreement.
9. AMENDMENT. This Agreement may be amended only by written Agreement of the parties to this Agreement.
10. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The Vendor shall comply with all applicable federal, state and local laws.
11. SEVERABILITY. It is mutually agreed that, in case any provision of this Agreement is determined by any court of law to be unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
12. NON-DISCRIMINATION. In the performance of services under this Agreement, the Vendor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status, or any other basis prohibited by applicable law.
13. BINDING ON PARTIES.
 - (a) This Agreement shall be binding on the parties hereto, their respective heirs, assigns and successors. No provision of this Agreement may be

varied or waived by any oral representations or promise of any agent of the parties hereto unless the same be in writing and signed by the duly authorized agent or agents who executed this Agreement.

- (b) Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of any third party.

14. GOVERNING LAW. This agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin.

15. NO WAIVER. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver; and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Vendor therein. A waiver of any covenant form, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

16. CONSTRUCTION OF AGREEMENT.

- (a) This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

- (b) The entire Agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter thereof.

17. INSURANCE. During the term of this Agreement, the Vendor shall procure and maintain in effect the insurance policies described on Exhibit 3 hereto.

18. NOTICES. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

TO THE CITY:

City of Waterloo
Attention: City Clerk
136 North Monroe Street
Waterloo, WI 53594

TO THE VENDOR:

Mary Peschel
228 Water Street, Apt. 2b8
Lake Mills, WI 53551

IN WITNESS WHEREOF, the parties hereto have set their hand as of this ____
day of _____, 20__, at Waterloo, Wisconsin.

CITY OF WATERLOO
A municipal corporation

By: _____
_____, Mayor

By: _____
_____, City Clerk/Treasurer

VENDOR: Mary Peschel

By: _____
Title: _____

EXHIBIT 1 “Services”

SCOPE OF SERVICES

The Manager will lead the launch of a new Waterloo Street Market. Reporting to the Community Development Authority, maximum flexibility will be granted to the Manager to achieve success. Success can be defined as creating and sustaining a Street Market in downtown Waterloo which enhances downtown commercial activity -- in a quantifiable manner. Manager is to provide to the CDA, no later than January 31, 2016, a list of quantifiable performance measures to be updated monthly in written form for CDA review. General parameters discussed as part of City Council approval for funding include the following narrative:

The Waterloo Street Market is a producer-only market that operates in downtown Waterloo, WI. The market runs rain or shine every from May 1st until the last weekend in October. The Market Manager will manage the Saturday operation of the market and will plan for the Market’s future growth and development. The Market Manager, or designee, will be in attendance every Saturday of the Market and will report to the Waterloo Community Development Authority (CDA). A successful Market Manager will be the greatest champion of the market and will be self-motivated, an excellent communicator and have strong organizational skills.

GENERAL DUTIES

- ✓ Enroll vendors and farmers in the market – through seasonal or daily vendor agreements
- ✓ Collect all market fees, maintain an accurate accounting of such fees and deposit into the market account
- ✓ Arrive prior to the Market and remain throughout the Market day to:
 - Place vendors in stalls
 - Place Market signs and parking signs
 - Ensure all rules and regulations are adhered to
 - Answer questions for vendors and consumers
 - Oversee Market Tent (if applicable)
 - Resolve disputes that arise
 - Maintain safe Market grounds
 - Assure the Market site is clean at closing
- ✓ Recruit, schedule and supervise volunteers at the Market tent (if applicable)
- ✓ Create policies, procedures and rules for Market
- ✓ Maintain all financial records and provide to the CDA on a monthly basis

- ✓ Communicate Market policies, rules and activities to vendors throughout the season
- ✓ Solicit entertainment for Market days
- ✓ Maintain a database of vendors and their contact information as well as any licenses or permits each vendor may need
- ✓ Work with farm inspectors to collect and maintain inspection records
- ✓ Create weekly social media postings throughout the season (Waterloo Municipal website and Facebook pages)

ADDITIONAL DUTIES

- ✓ Recruit vendors
- ✓ Develop local relationships and acquire feedback from downtown business regarding Market days
- ✓ Develop relationships with other area Market Managers for networking purposes and to acquire feedback and knowledge
- ✓ Fundraise and write grants for future continuation and development of the Market
- ✓ Advertise and promote the Market throughout the year using different types of venues

EXHIBIT 2 “Compensation”

MONTHLY PAYMENTS

The Vendor shall monthly compensation of \$333 per month payable on or before the 18th of each for the preceding month, the total amount not to exceed \$4,000.

EXHIBIT 3 “Insurance”

Within 30 day of the 1st Street Market event Vendor shall present a Certificate of Insurance which includes the following minimum limits of insurance required for a special event on City property:

1. \$300,000 injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
2. The City of Waterloo must be named on the Certificate of Insurance as primary, non-contributory additional insured and the general liability policy for all events.
3. The Certificate of Insurance must include the name of the events and cover all event dates and event locations.
4. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.



136 North Monroe Street, Waterloo, Wisconsin 53594-1198
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RESOLUTION #2016-64

UPDATING RESOLUTION #2011-46 REGARDING GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENT NO. 54 AND FUND BALANCE REPORTING

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

WHEREAS, the Governmental Accounting Standards Board has issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, and;

WHEREAS, in accordance with issued Statement No. 54 and with the adoption of resolution #2011-46, the City's fund balances have been categorized using the following classifications to better depict the relative strength of the spending constraints placed on the purposes for which resources can be used:

- *Nonspendable fund balance* – amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- *Restricted fund balance* – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation
- *Committed fund balance* – amounts constrained to specific purposes by a government itself, using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint
- *Assigned fund balance* – amounts a government *intends* to use for a specific purpose; intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority
- *Unassigned fund balance* – amounts that are for any purpose; these amounts are reported only in the general fund.

WHEREAS, funds 225 (Waterloo Parks) and 810 (Library) have been expanded in scope and purpose to encompass all of Waterloo parks operations and all library operations respectively, and other funds categories needed updating.

BE IT RESOLVED, that the Common Council of the City of Waterloo hereby updates the categorizations and purposes as presented on the attached sheet presented on this night titled: GASB 54 Fund Categorizations and agrees to implement and abide by the standards of the Governmental Accounting Standards Board Statement No. 54.

PASSED AND ADOPTED this the 1st day of December 2016.

CITY OF WATERLOO

Signed: _____
Robert Thompson, Mayor

Attest:

Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer at the request of the Baker Tilly auditing staff

FISCAL NOTE – by abiding by the GASB No. 54 standards financial institutions and lenders will gain a better understanding of what municipal dollars are spendable and which are not spendable

RESOLUTION #2016-64
City of Waterloo GASB 54 Fund Categorizations
11/22/2016

FUND	CATEGORY OF SIGNIFICANT REVENUES	PURPOSE	RESOLUTION NOTES
100 - GENERAL FUND	Various* with assignments delegated to the Clerk/Treasurer	Maintain sufficient unassigned fund balance per policy	

Special Revenue Funds

200 - CATV/WLOO	Committed	Funds committed / used for operations and capital purchases for CATV/WLOO and website	
201 - STORM WATER IMPACT FEE	Restricted	Restriction applied to both fees and interest	
202 - PUBLIC WORKS IMPACT FEE	Restricted	Restriction applied to both fees and interest	
203 - PARK & RECREATION IMPACT FEE	Restricted	Restriction applied to both fees and interest	
204 - SANITARY SEWER IMPACT FEE	Restricted	Restriction applied to both fees and interest	
205 - WATER IMPACT FEE	Restricted	Restriction applied to both fees and interest	
220 - ACTIVE FIRE DEPARTMENT	Committed	Funds committed / used for operations & capital purchases for the Waterloo Fire & EMS	
225 - PARKS OPERATING & CAPITAL	Restricted and Committed	Parks donations are restricted for parks purposes in accordance with donor's instructions. Any revenues not qualifying as restricted are committed for municipal parks purposes	revised text
810 - LIBRARY OPERATING & CAPITAL	Restricted and Committed	Library donations are restricted for library purposes in accordance with Trust arrangements or donor instructions. Any revenues not qualifying as restricted are committed for library purposes	revised text
812 - LIBRARY CLARK MEM./TRUST FUND	Restricted	Restricted proceeds to be utilized in accordance with the Clark Memorial Trust	struck, combined with 810
820 - PARK TRUSTEES/CAROUSEL	Committed	Funds committed / used for the Trustees Shoe Factory Fund & Carousel operations	struck, combined with 225

Debt Service Fund

300 - GENERAL DEBT SERVICE	Restricted	Restrictions per state statutes	
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Capital Projects Fund

400 - CAPITAL PROJECTS	Various* with assignments delegated to the Clerk/Treasurer	Funds used for municipal capital purchases excluding CATV/WLOO, WFD & Utility	
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Special Assessment Projects Fund

402 - SPECIAL ASSESSMENT FUND	Committed	Funds committed / used for capital related purposes	
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Economic Development Funds

410 - TIF DISTRICT NO.1	Restricted	Economic development in accordance with project plan and restricted with respect to state statute	
412 - TIF DISTRICT NO. 2	Restricted	Economic development in accordance with project plan and restricted with respect to state statute	
413 - TIF DISTRICT NO. 3	Restricted	Economic development in accordance with project plan and restricted with respect to state statute	new since 2011 resolution
414 - TIF DISTRICT NO. 4	Restricted	Economic development in accordance with project plan and restricted with respect to state statute	new since 2011 resolution
600 - COMMUNITY DEVELOPMENT AUTHORITY	Assigned with assignment delegated to the Clerk/Treasurer	Economic development in accordance with project plan and restricted with respect to state statute	updated

* Various includes restricted, assigned and unassigned