



HAWTHORN & STONE
DEVELOPMENT, INC.

February 25, 2013

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

RE: LETTER OF INTENT -- PROPOSED REDEVELOPMENT AND REUSE OF THE LISTED PROPERTIES:

<u>Parcel Number</u>	<u>Site Address</u>
<u>290-0813-0643-049</u>	565 W MADISON ST
<u>290-0813-0644-026</u>	217 N MONROE ST
<u>290-0813-0644-065</u>	333 W MADISON ST
<u>290-0813-0711-040</u>	207 S JACKSON ST
<u>290-0813-0711-043</u>	No Street Address
<u>290-0813-0711-053</u>	200 S JACKSON ST

This letter of intent shall confirm our discussions with respect to the following:

Hawthorn & Stone Development Inc. ("HSD") and the City of Waterloo ("City") wish to formalize their relationship with respect to the reuse and redevelopment of the parcels listed above, and to set out the terms and conditions for drafting a development agreement and associated documents.

• OBJECTIVES

Phase 1 – HSD seeks to take title to clean redevelopment sites for the purpose of constructing an assisted living facility on the current corporate office location and a multi-family residential structure on a portion of the manufacturing facility parcel in 2014.

Phase 2 – HSD seeks to construct a multi-family residential structure in 2017 on a portion of the manufacturing facility.

Phase 3 – HSD seeks to build-out additional structures as the real estate market demands on the current manufacturing facility site.

HSD seeks to aid and assist the City to bring about the productive reuse of the remaining parcels. HSD is offering to take title to properties at such time as a real estate management role is necessary to ensure a suitable reuse for the three warehouses on South Jackson Street and the current parking lot location at 207 N Monroe Street.

● PROJECT SCOPE

Phase 1 is to create in excess of \$5,038,000 in taxable assessed value and property value beginning with construction in 2014 with the minimum values identified by the January 1, 2015 municipal assessment. Phase 2 is to create in excess of \$2,565,000 in taxable assessed property value and personal property beginning with construction in 2017 and the minimum values identified by the January 1, 2018 municipal assessment.

● ROLE OF CITY

HSD seeks to partner with the City to ensure that the parcels making up the redevelopment acreage (565 W Madison Street, 333 West Madison Street and 200 South Jackson Street) are suitable for construction in a timely manner.

● ROLE OF HSD

The role of the developer is to benefit the community by bringing new residential housing and a care facility to Waterloo in a manner that increases the net tax base over the life of the project.

● USE OF TAX INCREMENTAL FINANCING

To finance a portion of the private development, HSD seeks to enter into a development agreement containing provisions allowing for HSD to secure private financing using a portion of the future increment generated over a fifteen year period.

This funding strategy puts the burden on HSD to successfully complete the project phases, thus generating the tax increment. It also frees the City from undesirable up front borrowing and the associated risks.

It is anticipated that after the redevelopment sites are sufficiently razed and the sites are suitable for redevelopment, that the boundaries of Tax Incremental District #2 would be amended to include the parcels listed above, which are not already in District #2.

Tax Incremental District #2 has a statutory life of 24 years. It can remain open until 2037. The development assumptions of the approved project plan call for municipal expenditures in 2013 and beyond. We seek to demonstrate through submittal of a Pro Forma spreadsheet and other documentation, that sufficient tax increment will be generated over a 15 to 17 year period to make the City whole for upfront expense, and to pay-off a loan secured by the tax increment.

● SOURCES OF PHASE 1 & 2 PROJECT FUNDING

Total sources of funds for phases 1 and 2 are anticipated to total to \$10,135,800.

HSD and its investors intend to invest: \$1,520,370 (Investor Equity)

HSD intends to seek private financing of: \$5,750,755 (Loan 1)

HSD seeks private financing secured by equal TID increment, over 15 years \$2,364,674 (Loan 2)

HSD seeks City participation for initial funding (above demolition expense) \$500,000

TOTAL -- SOURCES OF FUNDS \$10,135,800

● OWNERSHIP OF PROPERTY

Contingent upon City receiving title of the properties in the immediate near term, HSD seeks to take title to the parcels currently containing the corporate office and the manufacturing facility as soon as they are suitable for construction.

● PREPARATION OF REDEVELOPMENT SITES

In advance of the transfer of title from the City to HSD, HSD offers to make available its staff to coordinate and carryout the necessary site demolition. Additionally, we recognize that quickly spinning-off the reuse sites can only be a plus for the community.

● PUBLIC INFRASTRUCTURE REQUIREMENTS

Until such time as preliminary engineering can be completed the necessary public improvements are not known. At this time it is assumed that the infrastructure needs of corporate building are minimal to none. Based upon comments from the City Engineer we have an initial understanding that the sizing of available utilities (sanitary sewer connection, water pressure, electrical service, etc) are suitable at the manufacturing facility site.

We acknowledge that in 2017 a reconstruction of West Madison Street will occur. We seek to work with the City as they develop detailed plans to both create the optimal access points to the redevelopment and to minimize municipal expense in the process.

● REUSE OF CERTAIN PARCELS

For the North Monroe Street parking lot and the warehouses, HSD offers to take ownership of the parcels at such time as an owner is needed to lease retro-fit and make ready the parcels for reuse for a known third party.

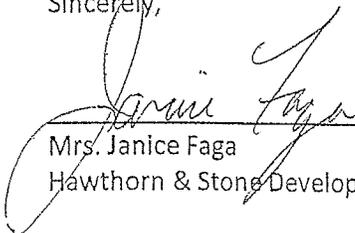
● STORM WATER MANAGEMENT IMPROVEMENTS

The Maunasha River is a major asset for this project. HSD intends to partner with the City to redevelop the lands adjacent to the river under HSD ownership in a way that enhance storm water quality and flood fringe capacity along the river. By removing over 300,000 square feet of impervious surface next to the river, the Maunasha River will have a greater capacity to withstand flooding events benefitting the whole community.

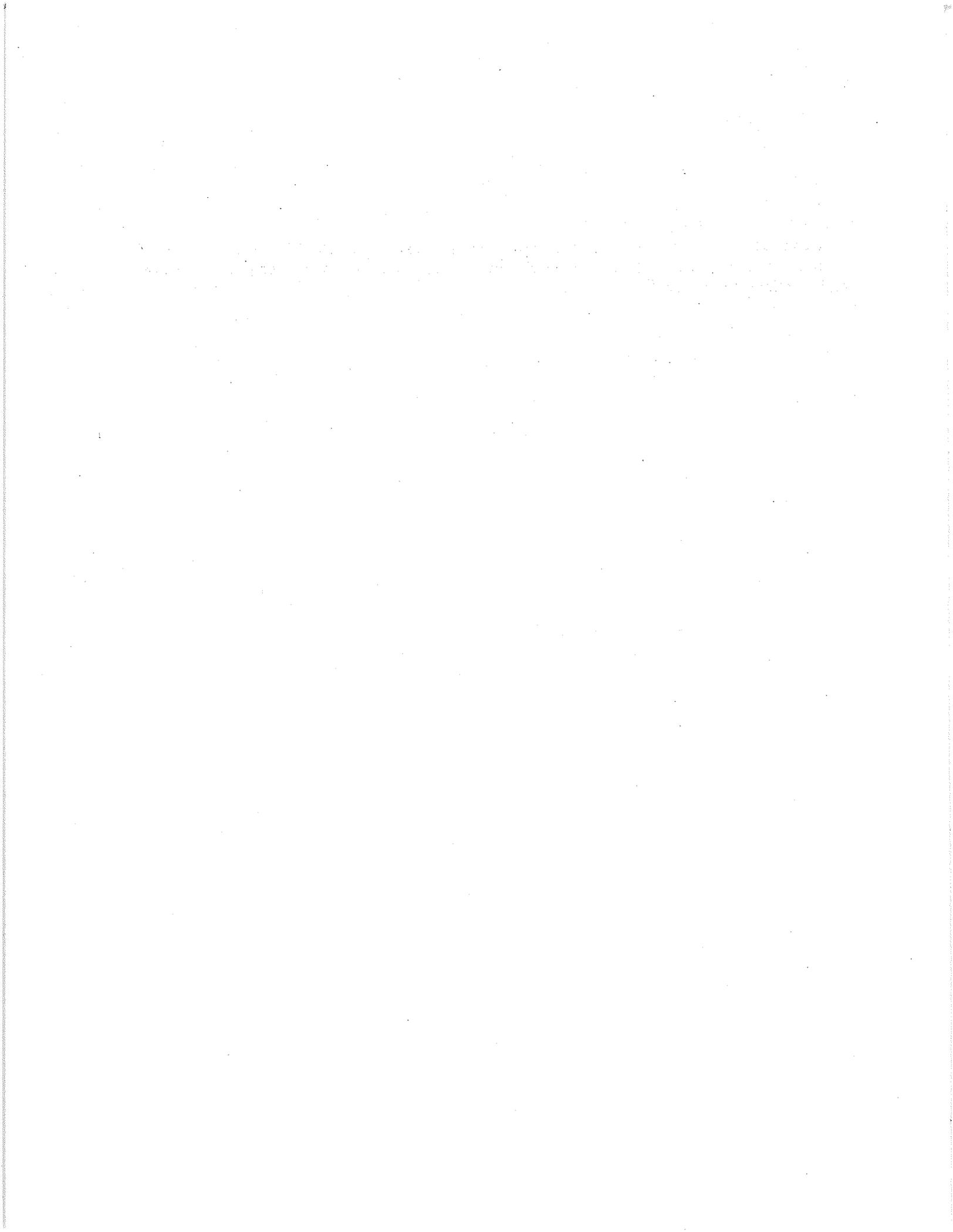
● SURETY

Hawthorn and Stone Development will establish a line of Credit, Bond, or similar instrument of guarantee that will ensure the security of any upfront dollars provided by the City of Waterloo.

Sincerely,


Mrs. Janice Faga
Hawthorn & Stone Development Inc.


Mr. Aaron Otto
Hawthorn & Stone Development Inc.





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

RESOLUTION #2013-07

AUTHORIZING THE SUBMITTAL OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION TO FACILITATE SITE PREPARATION FOR REDEVELOPMENT OF THE RR DONNELLEY LEASED PROPERTIES

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

WHEREAS, municipal staff has been in negotiations with WP Carey Inc. relating to acquisition of properties currently owned by WP Carey Inc. and leased by RR Donnelley Inc., and;

WHEREAS, municipal staff has been in negotiations with Hawthorn & Stone Development Inc. relating to redevelopment and reuse of parcels (listed below) to ensure future redevelopment and reuse directly or indirectly benefitting the community in accordance with the municipal Comprehensive Plan; and

Legal Description of the Property

<u>Parcel Number</u>	<u>Site Address</u>	<u>Municipality</u>
<u>290-0813-0643-049</u>	565 W MADISON ST WATERLOO WI 53594	City of Waterloo
<u>290-0813-0644-026</u>	217 N MONROE ST WATERLOO WI 53594	City of Waterloo
<u>290-0813-0644-065</u>	333 W MADISON ST WATERLOO WI 53594	City of Waterloo
<u>290-0813-0711-040</u>	207 S JACKSON ST WATERLOO WI 53594	City of Waterloo
<u>290-0813-0711-043</u>	No Parcel Address	City of Waterloo
<u>290-0813-0711-053</u>	200 S JACKSON ST WATERLOO WI 53594	City of Waterloo

WHEREAS, it is anticipated that Hawthorn & Stone Development Inc. will formally seek public assistance from the City of Waterloo relating to site preparation for multiple properties listed; and

WHEREAS, State of Wisconsin offers Community Development Block Grant matching grants to qualifying projects for Public Infrastructure, Community Facilities, and Downtown Redevelopment projects in an amount not to exceed \$500,000.

THEREFORE, BE IT RESOLVED, the City Council of the City of Waterloo, Wisconsin directs municipal staff to submit an application to the state for Community Development Block Grant funds in an amount not to exceed \$500,000 for the purposes of facilitating reuse and redevelopment of the properties and projects contained within, and related to, potential Hawthorn & Stone Development Inc. work in the community.

Passed and adopted: February 21, 2013

City of Waterloo

Signed: _____

Robert H. Thompson, Mayor

Attest: _____

Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Mayor Thompson and Clerk/Treasurer

FISCAL NOTE – An approved and municipally accepted grant requires a \$500,000 match. Existing funds from TID #1 transferred to TID #2, developer contributions and future tax increment are identified as sources for the match



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

RESOLUTION #2013-09

**PURCHASE AND SALE AGREEMENT BETWEEN
PRINT (WI) QRS 12-40, INC,
A WISCONSIN CORPORATION HAVING OFFICE AT
C/O W.P. CAREY INC., 50 ROCKEFELLER PLACE, NEW YORK, NY
AND
THE CITY OF WATERLOO**

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

WHEREAS, the City of Waterloo desires to facilitate the redevelopment and reuse of properties currently underutilized and falling into disrepair, and;

WHEREAS, representatives of WP Carey have offered all Waterloo properties they currently lease to RR Donnelley Inc. to the City of Waterloo for ten dollars.

NOW, THEREFORE, BE IT RESOLVED, that the Waterloo City Council does agree to enter into the purchase and sale agreement as referenced in the title of the resolution and as presented on this night.

Adopted: _____, 2013

City of Waterloo

Signed: _____
Robert H. Thompson, Mayor

Attest:

Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer

Funding: TID #2

DRAFT OF MARCH 4, 2013

PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

PRINT (WI) QRS 12-40, INC,

a Wisconsin corporation,

as Seller

AND

City of Waterloo,

a municipal corporation

as Buyer

City of Waterloo
Jefferson County, WI
Parcel Numbers:

290-0813-0643-049;
290-0813-0644-026;
290-0813-0644-065;
290-0813-0711-040;
290-0813-0711-043;
290-0813-0711-053.

Dated: March __, 2013

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the ___ day of March, 2013, by and between PRINT (WI) QRS 12-40, INC, a Wisconsin Corporation, having an office at c/o W.P. Carey Inc., 50 Rockefeller Plaza, Second Floor, New York, New York 10020 ("Seller"), and City of Waterloo, a municipal corporation, having an address of 136 North Monroe Street, Waterloo, Wisconsin 53594-1198 ("Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain Property (as defined below) situated in Waterloo, Wisconsin; and

WHEREAS, Seller is willing to sell the Property to Buyer and Buyer is willing to purchase the Property from Seller, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions In addition to other words and terms defined elsewhere in this Agreement, as used herein the following words and terms shall have the following meanings unless the context hereof otherwise clearly requires:

"Closing" shall mean the consummation of the purchase and sale of the Property in accordance with the terms of this Agreement.

"Effective Date" shall mean the date set forth on the first page of this Agreement, which shall be the date upon which both parties have executed this Agreement.

"Escrow Agent" shall mean _____, having an address of _____, Attn: _____.

"Improvements" shall mean the buildings and other improvements presently located on the Land.

"Land" shall mean those certain parcels of land described in "Exhibit A" hereto.

"Outside Date" shall mean Outside Date as defined in Section 4.

"Property" shall mean (a) the Land, together with all of the, tenements, hereditaments and appurtenances belonging or in any way appertaining to such real property, and all of Seller's right, title and interest in and to (i) any and all property lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining such real property to the center line thereof, (ii) any strips and gores of land adjacent to, abutting or used in connection with such real property, and (iii) any easements and rights, if any, inuring to the benefit of such real property or to Seller in connection therewith, and (b) the Improvements and Seller's right title and interest in all warranties, guaranties, plans, specifications, surveys and other reports relating to such improvements.

1. Purchase and Sale of Property. Subject to the terms, provisions and conditions set forth herein, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

2. Purchase Price for Property. The Purchase Price for the Property shall be One and 00/100 Dollar (\$1.00), paid in full by Buyer at the Closing by wire transfer of immediately available federal funds, as Seller shall direct, subject to the adjustments provided for herein.

3. Closing.

(a) The Closing shall take place on a date (the "Closing Date") mutually acceptable to Buyer and Seller, but in no event later than five (5) days after the Due Diligence Date (the "Outside Date"). Time is of the essence with respect to closing no later than the Outside Date. The Closing shall occur via escrow.

(b) Settlement-Seller. At the Closing, Seller shall deliver to Buyer:

(i) A duly executed quit claim deed with respect to the Property in the form attached hereto as Exhibit "B" (the "Deed");

(ii) A duly executed FIRPTA Certificate pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

(iii) A Bill of Sale in the form attached hereto as Exhibit "C";

(iv) Authorization documents of Seller;

(v) Such other documents as are reasonably required to complete the transaction contemplated herein.

(c) Settlement-Buyer. At the Closing, Buyer shall deliver to Seller:

(i) The Purchase Price, as adjusted for any deductions, prorrations, and credits provided for herein;

(ii) Authorization documents of Buyer; and

(iii) Such other documents as are reasonably required to complete the transaction contemplated herein.

4. Title and Condition of Property; Due Diligence Review; Indemnification of Seller.

(a) State of Title. Buyer shall take title to the Property subject only to the Permitted Exceptions. "Permitted Exceptions" shall mean:

(i) [intentionally omitted];

(ii) all local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances, regulations and restrictions, now or hereafter in effect relating to the Property, and any violations thereof;

(iii) all consents by Seller or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

(iv) all unpaid installments of taxes and/or assessments not due and payable on or before the Closing Date subject to adjustment as provided for herein;

(v) all rights of utility companies to erect, maintain and operate lines, wires, poles, cables and distribution boxes, in, over, under and upon the Property;

(vi) all covenants, restrictions, easements, reservations and other agreements of record, if any;

(vii) all state of facts, circumstances or conditions upon or effecting the Property caused or permitted by Buyer, and

(viii) any state of facts that an accurate survey would disclose.

(b) Condition of Property. Buyer acknowledges and agrees that Buyer shall accept the Property in "AS IS, WHERE IS CONDITION, WITH ALL FAULTS." Buyer hereby acknowledges that it shall not be entitled to, and does not and will not, rely on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or ground water at the Property, (iii) the existence, quality, nature, adequacy or physical condition of the utilities serving the Property; (iv) the development potential of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property or its respective operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or material relating in any way to the Property; (viii) the condition of title to the Property or the nature, status and extent of any right, encumbrance, license, reservations, covenant, condition, restriction or any other matter affecting title to the Property; (ix) the status of any lease or existence of any defaults by any tenant thereunder; (x) the presence of any underground or aboveground tanks, pits, sumps, drums or other containers; or (xi) the existence or nature of any environmental condition(s) at the Property involving any and all hazardous or toxic materials, substances, pollutants, contaminants or waste currently defined as a "hazardous waste", "hazardous substance", "toxic substance", "waste", "pollutant", "contaminant" or any word of similar import under any Environmental Laws, including, without limitation, oil, petroleum, or any petroleum derived substance or waste, microbial matter, asbestos or asbestos-containing materials, PCBs, explosives, radioactive materials, dioxins, or urea formaldehyde insulation (collectively, "Hazardous Substances"). As used herein, "Environmental Laws" shall include, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., the Toxic Substance Control Act, 15 U.S.C. § 2601, et seq., and the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq., as any of the preceding have been amended prior to the date hereof, and any other federal, state, or local law, ordinance, regulation, rule, order, decision or permit relating to the protection of the environment or of human health from environmental effects of Hazardous Substances and which are applicable to the Property.

BUYER ACKNOWLEDGES THAT BUYER HAS RELIED AND WILL BE RELYING ON ITS OWN DUE DILIGENCE REVIEW IN PURCHASING THE PROPERTY, INCLUDING PHYSICAL INSPECTIONS OF THE PROPERTY, AND THAT THE SAME IS BEING

PURCHASED SOLELY IN RELIANCE UPON SUCH DUE DILIGENCE REVIEW, AND FURTHER ACKNOWLEDGES THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, HAVE BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY OR THE PHYSICAL CONDITION THEREOF. Without limiting the generality of the foregoing, in the event of any defect or deficiency in the Property, whether latent or patent, Seller shall not have any responsibility or liability with respect thereto, nor any liability for incidental or consequential damages. Upon Closing, Buyer shall be deemed to have waived, released and discharged any claims it has, might have or may in the future have against Seller, Seller's officers, employees or agents, any affiliate of Seller or any of Seller's lenders having a lien on the Property, with respect to the condition of the Property, either patent or latent, the ability or inability to obtain or maintain building permits, temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessment now or hereafter payable thereon, compliance with the federal Americans with Disabilities Act ("ADA") or any state or local accessibility standards, or with any environmental protection, pollution, subdivision or land use laws, rules, regulations or requirements, and any other state of facts which may exist with respect to the Property. Furthermore, by executing this Agreement, Buyer, on behalf of itself and its officers, directors, employees, agents, heirs, successors and assigns, acknowledges does hereby fully and completely release and discharge Seller, and all officers, directors, agents, attorneys, employees, servants, subsidiaries, affiliated companies, parent companies, insurance companies, divisions, successors, and representatives of Seller (collectively, the "Released Parties"), and its successors, and assigns, and each of them, who may be liable to the undersigned or the assigns, executors, successors, and administrators of them from any and all claims, rights, actions, causes of action, demands, payments, attorneys' fees, benefits, damages, costs, cleanup and removal costs, expenses, natural resource damages, and compensation whatsoever (collectively, "Claims") which Buyer now has or which may hereafter accrue arising from the purchase and sale of the Property or operations on the Property and/or from any and all claims, rights and actions relating to the Property, irrespective of any action, inaction or negligence of any of the Released Parties, including but not limited to the following: (A) claims for statutory consumer fraud and/or common law fraud; (B) direct claims and/or contribution actions for cleanup and removal costs and natural resource damages under Environmental Laws or at common law, other laws or in equity; and (C) third party claims (including government agencies) or toxic tort claims arising out of any Hazardous Substances discharged, released, disposed of, or stored at the Property, or third-party claims (including government agencies) or toxic tort claims arising out of any Hazardous Substances present, discharged, released, disposed of or stored at the Property prior to the Effective Date. Buyer hereby agrees not to institute, prosecute, facilitate or, absent a court order or other binding court process, assist in the institution or prosecution of any action, claim, proceeding or suit against any of the Released Parties, directly or indirectly, arising from or out of, or in connection with, any Claim arising out of any environmental conditions on, at, under or from the Property, whether such environmental conditions existed or occurred prior to or after the Closing and regardless of whether such conditions were caused by the acts or omissions of the Released Parties or by third parties.

(c) Due Diligence Review. From the Effective Date until 5:00 p.m. (local time at the Property) on the fifth (5th) day following the Effective Date (the "Due Diligence Date"), Buyer shall have the right to inspect and review all matters relating to the Property upon advance written notice to Seller. Notwithstanding the foregoing, Buyer shall not have the right to conduct any boring, drilling or other invasive tests or procedures on or about the Land or the Improvements without the prior written consent of Seller, which consent may be granted or withheld in Seller's reasonable discretion and which consent may be subject to conditions imposed by Seller in its sole discretion, including without limitation (i) the prompt restoration, at Buyer's sole cost and expense, of the Property to its condition prior to any such inspections or tests, and (ii) that Buyer provide Seller with evidence of insurance which Seller deems adequate in its sole discretion. Buyer understands

and agrees that any on-site inspections of the Property shall be subject to the rights of any tenant occupying all or any portion of the Property and shall occur at reasonable times agreed upon by Seller and Buyer after at least 24 hours advance notice to Seller. At any time prior to 5:00 p.m. (local time at the Property) on the Due Diligence Date, Buyer, in its sole and absolute discretion, may elect to terminate this Agreement by written notice to Seller, whereupon neither party shall have any further liability to the other hereunder (other than rights and obligations arising under this Agreement which by their terms are to survive such termination). Upon the Effective Date, to the extent such items are in Seller's possession, Seller shall deliver to Buyer copies of all environmental reports related to the Property (collectively, the "Disclosure Documents"). All Disclosure Documents are delivered or made available to Buyer without representation, warranty or recourse.

(d) Seller's Indemnity. Buyer shall promptly and at Buyer's expense restore the Property and repair any damage resulting from Buyer's entry on to the Property to the condition the Property was in prior to such entry. Buyer hereby indemnifies, defends and holds harmless Seller from and against any and all loss, cost, damage, claim and liability which Seller may sustain arising out of Buyer's or Buyer's agent's, employees' or contractors' entry upon the Property. Buyer's obligations set forth in this Section 5(d) shall survive the Closing or earlier termination of this Agreement.

(e) Confidentiality. Buyer acknowledges and agrees that the Disclosure Documents and any other information Buyer receives about the Property are proprietary and confidential in nature and will be delivered to Buyer solely to assist Buyer in determining the feasibility of purchasing the Property. Further, each party hereto agrees to maintain in confidence, and not to discuss with or to disclose to any person or entity who is not a party to this Agreement, any such document or information, or the information contained herein or any material term of this Agreement or any aspect of the transactions contemplated hereby, except as provided in this Section. Buyer shall not disclose to anyone other than its officers, employees and financiers the documents and information provided by Seller to Buyer which is not generally known by the public regarding Seller's operations and/or the Property. Each party hereto may discuss such matters with and disclose such matters to its employees, accountants, attorneys, existing or prospective lenders, investment bankers, underwriters, rating agencies, partners, consultants and other advisors to the extent such parties reasonably need to know such information and are bound by a confidentiality obligation identical in all material respects to the one created by this Section. This provision shall survive termination of this Agreement, but shall terminate upon the Closing. In permitting Buyer to review any documents and information, Seller has not waived any privilege or claim of confidentiality with respect thereto, and no third party beneficiaries or relationships of any kind, either express or implied, have been offered, intended or created.

5. Prorations and Allocation of Expenses.

(a) Prorations. The following items shall be prorated as of midnight preceding the date of Closing: (i) any taxes or assessments, (ii) water and sewer and other utility charges, (iii) amounts payable under any property contract or permits, if any. Notwithstanding any of the foregoing, Seller shall not be responsible for any portion of any special assessments which may be a lien on the Property but are not due and payable until after the Closing.

(b) Seller's Costs and Expenses. At Closing, Seller shall pay the following costs and expenses: (i) the escrow fee, if any, which may be charged by Escrow Agent, (ii) the fee for any title commitment and the premium for any owner's title policy and (iii) fees of Seller's counsel.

(c) Buyer's Costs and Expenses. Buyer shall pay the following costs and expenses: (i) the fee for any endorsements to the owner's title policy referenced in (b) above, (ii) the

fees for recording the Deed, (iii) fees for any environmental inspection of the Property undertaken by Buyer, (iv) fees of Buyer's counsel, and (v) any transfer tax, sales tax, documentary tax, stamp tax or similar tax which is payable by reason of the transfer of the Property, (vi) any transfer tax, sales tax, documentary stamp tax or similar tax which is payable by reason of the mortgaging of the Property, (vii) all other due diligence costs of Buyer.

(d) Other Costs and Expenses. All costs and expenses incident to this transaction and the closing thereof not specifically described above shall be paid by Buyer.

6. Remedies Upon Default. In the event Buyer breaches or defaults under any of the terms of this Agreement prior to Closing, the sole and exclusive remedy of Seller shall be to receive a reimbursement for its actual demonstrable, third-party, out-of-pocket expenses in connection with this Agreement. In the event Seller willfully defaults under any of the terms of this Agreement prior to Closing, Buyer as its sole and exclusive remedy shall be entitled to receive a reimbursement for its actual demonstrable, third-party, out-of-pocket expenses in connection with this Agreement.

7. Risk of Loss. Risk of loss to the Improvements or any part thereof from damage or destruction by fire or other casualty shall remain upon Seller until the Closing. If, between the date hereof and the Closing, any portion of the Improvements shall be substantially damaged or destroyed by fire or other casualty Buyer shall have the option, exercisable by notice to Seller given on or before the second (2nd) day following its receipt of notice of such casualty, to either (a) terminate this Agreement and neither party shall have any further liability to the other hereunder (except for any rights and obligations arising under this Agreement which by their terms survive such termination), or (b) elect to proceed with this Agreement and pay the full Purchase Price, in which case Seller shall assign to Buyer any insurance proceeds to which Seller may be entitled or may have received as a result of such damage, destruction, casualty or loss. If Buyer fails to give such written notice, Buyer shall be conclusively deemed to have chosen option (b). The term "substantially damaged or destroyed" shall mean damage that will cost more than \$500,000 to restore. In addition, if there is a Taking (as such term is defined herein) of all or any portion of the Property prior to Closing, Buyer may, at its option and by written notice to Seller on or before the Due Diligence Date, cancel this Agreement. If Buyer does not elect to cancel this Agreement in the event of a Taking, the sale shall take place with respect to the portion of the Property not subject to the Taking on the date scheduled for the Closing Date and Buyer shall pay the total purchase price provided herein and Seller shall pay to Buyer all condemnation proceeds previously received by Seller and shall assign to Buyer at Closing the right to receive any additional condemnation proceeds which are to become payable to Seller as a result of such Taking. "Taking" shall mean the occurrence of any taking by eminent domain or condemnation by any governmental authority or by any similar proceeding of all or any portion of the Property (other than a street-widening or other de minimis portion), or any sale or transfer in lieu thereof.

8. Miscellaneous Provisions.

(a) Brokers. Seller and Buyer represent to each other that they have dealt with no broker in the transaction contemplated herein, and shall indemnify and hold harmless one another from loss, liability, or expense arising from claims of any broker if such claims are based in whole or part on an alleged contract or agreement with Buyer or Seller.

(b) Arbitration. If a controversy arises with respect to the subject matter of this Agreement or the transaction contemplated herein, Buyer and Seller agree that such controversy shall be settled by final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

(c) Assignment; Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns and, except as provided for herein, may not be assigned or transferred by either party without having first obtained the consent of the other party. Notwithstanding the foregoing, Buyer may assign this Agreement without Seller's consent to any entity in which Buyer has an interest, provided such assignee agrees to be bound by all provisions, representations and warranties set forth in this Agreement and Buyer shall remain jointly and severally liable hereunder.

(d) Representation of Buyer. Buyer hereby represents to Seller that it has the authorization to close the transaction contemplated herein.

(e) Captions. The several headings and captions of the Sections and subsections used herein are for convenience of reference only and shall in no way be deemed to limit, define or restrict the substantive provisions of this Agreement.

(f) Entire Agreement; Recording. This Agreement constitutes the entire agreement of Buyer and Seller with respect to the purchase and sale of the Property, and supersedes any prior or contemporaneous agreement with respect thereto. No amendment or modification of this Agreement shall be binding upon the parties unless made in writing and signed by both Seller and Buyer. This Agreement shall not be recorded by any party and, if recorded by any party, the other party hereto may immediately terminate all of its obligations under this Agreement, and the party which recorded this Agreement shall pay the other party's reasonable costs and attorneys' fees incurred in removing this Agreement of record. No provision of this Agreement may be waived except by a waiver in writing signed by the party against which the waiver is asserted.

(g) Time of Essence. Time is of the essence with respect to the performance of all of the terms, conditions and covenants of this Agreement.

(h) Cooperation. Buyer and Seller shall cooperate fully with each other to carry out effectively the purchase and sale of the Property in accordance herewith and the satisfaction and compliance with all of the conditions and requirements set forth herein, and shall execute such instruments and perform such acts as may be reasonably requested by either party hereto.

(i) Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws and customs of the State of Wisconsin.

(j) Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Any counterpart transmitted via facsimile or email in portable document format (pdf) shall be treated as originals for all purposes as to the parties so transmitting.

(k) Notices. All notices under this Agreement shall be in writing and shall be deemed to have been properly given if sent by (i) overnight courier, (ii) United States registered or certified mail, postage prepaid, or (iii) facsimile transmission, each addressed to the party for whom intended at the address set forth below (as such address may be changed from time to time in writing), provided the same is promptly followed by a copy of such notice sent by method (i) or (ii) above. All notices hereunder sent by overnight courier shall be deemed effective when sent, all notices hereunder sent by registered or certified mail shall be deemed effective when duly deposited in any post office or branch post office maintained by the United States government, and all notices hereunder sent by facsimile transmission, shall be deemed effective as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended

addressee by means described in clauses (i) or (ii) above. Unless changed as provided for herein, the addresses for notices given pursuant to this Agreement shall be as follows:

To Seller:

c/o W.P. Carey Inc.
50 Rockefeller Plaza, Second Floor
New York, New York 10020
Attn: Christopher Hayes
Fax: (212) 492-8922

With copies to:

Reed Smith LLP
599 Lexington Avenue, 29th Floor
New York, NY 10022
Attn: Darren M. Sharlach, Esq.
Fax: 212-521-5450

To Buyer:

Attn: _____
Fax: () _____

With a copy to:

Attn: _____
Fax: () _____

(l) Severability. Each covenant, agreement, term or condition of this Agreement shall be construed so as to be valid and enforceable to the fullest extent permitted by law. If any portion of this Agreement or the application thereof in any circumstance or to any person shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such portion to circumstances or persons other than those as to which it is invalid or unenforceable shall be and remain in full force and effect. If fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity; and if any non-material clause or provision contained in this Agreement operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held ineffective, as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect. In the event that any material provision (or any material part of any provision) contained in this Agreement shall for any reason be held to be invalid, unlawful or unenforceable in any respect, Seller and Buyer shall amend this Agreement so as to render every provision hereby fully valid, lawful and enforceable in all respects, and so as to result in a revised

contract with equivalent economic and legal substance as if no provision or portion of this Agreement had been declared invalid, unlawful or unenforceable.

9. OFAC Representation. Buyer hereby represents and warrants to Seller (which representation and warranty shall expressly survive any assignment of this Agreement and the Closing) that: (a) neither of Buyer nor any designee or assignee of Buyer is, nor will any of them become, prior to any Closing contemplated hereunder, an entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and none of them has engaged in any dealings or transactions or be otherwise associated with such persons or entities; (b) none of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any person, entity or government subject to trade restrictions under U.S. law, including, but not limited to, The USA PATRIOT Act (including the anti terrorism provisions thereof), the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701, et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder including those related to Specially Designated Nationals and Specially Designated Global Terrorists, with the result that the investment in Buyer (whether directly or indirectly), is prohibited by law ("Embargoed Person"); (c) no Embargoed Person has any interest of any nature whatsoever in Buyer or its successors or assigns, as applicable, with the result that the investment in Buyer (whether directly or indirectly), is prohibited by law; and (d) none of the funds of Buyer have been derived from, or are the proceeds of, any unlawful activity, including money laundering, terrorism or terrorism activities, with the result that the investment in Buyer (whether directly or indirectly), is prohibited by law. Buyer and any assignee or designee of Buyer each hereby agree to indemnify, defend and hold harmless Seller with respect to any loss, claim or expense incurred in the event any representation or warranty set forth in this Section 13 is or prior to Closing becomes untrue.

10. WAIVER OF JURY TRIAL. BUYER AND SELLER HEREBY UNCONDITIONALLY WAIVES THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN BUYER AND SELLER RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTIONS, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN BUYER AND SELLER HEREUNDER.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Purchase and Sale Agreement on the date first above written.

SELLER:

PRINT (WI) QRS 12-40, INC.,
a Wisconsin corporation

By: Christopher Hayes
Title: Director

BUYER:

City of Waterloo,
a municipal corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Property

[SEE ATTACHED]

EXHIBIT B

[QUIT CLAIM DEED]

BILL OF SALE

_____ ,
 a _____
 to
 _____ ,
 a _____

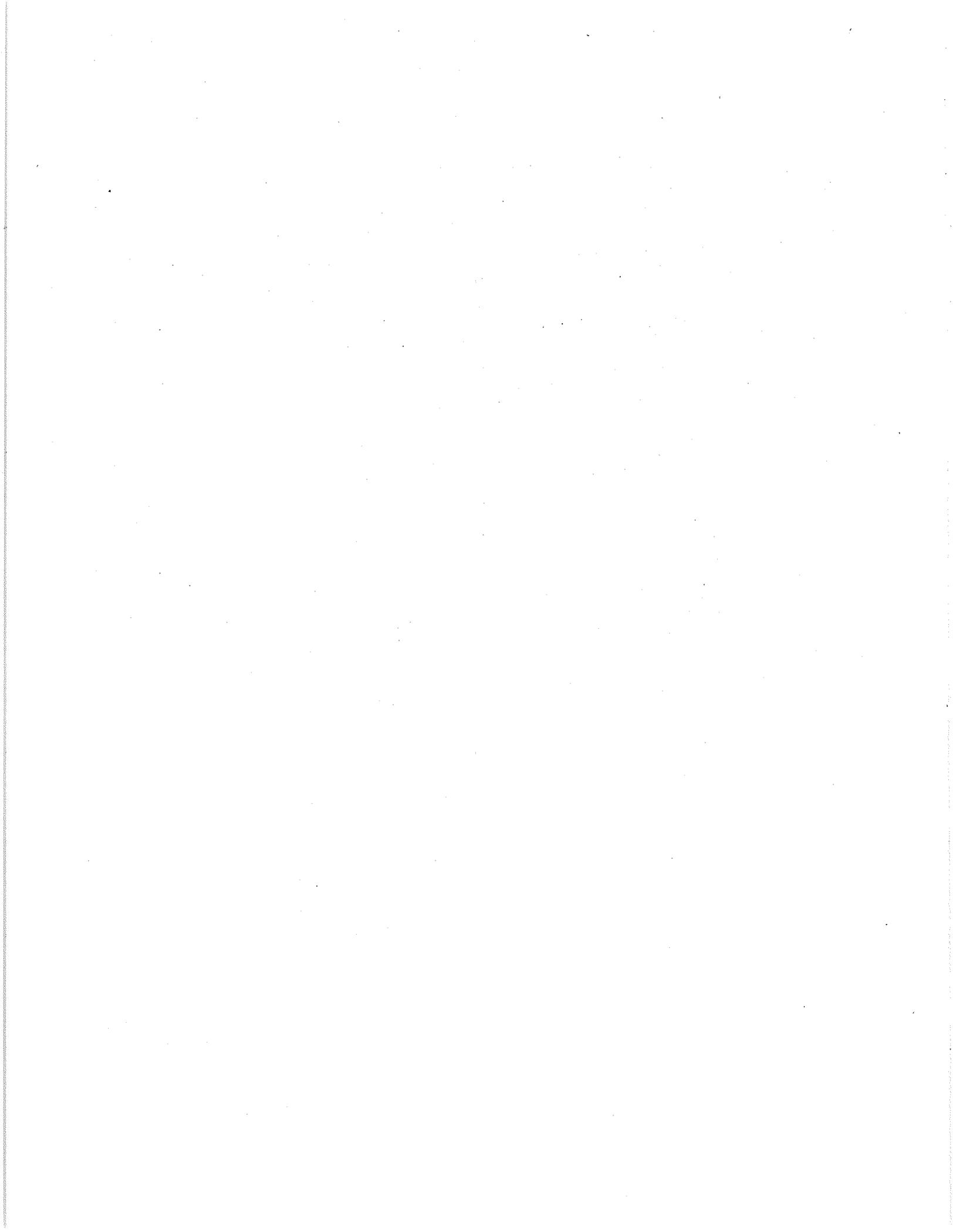
THIS BILL OF SALE (the "Bill of Sale") is executed as of the ____ day of _____, 2010, by _____, a _____ ("Seller"), in favor of _____, a _____ ("Buyer").

1. Premises. The "Premises" shall mean the land described on Schedule 1.
2. Personal Property. The "Personal Property" shall mean all tangible personal property at the Premises owned by Seller and used in the operation or maintenance of the Premises, excluding any such property owned or removable by any tenant or third party, if any, in possession of all or a portion of the Premises.
3. Sale. For Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers the Personal Property to Buyer. No covenant or warranty on the part of Seller is made or implied to be made to Buyer with respect to the Personal Property. Without limiting the generality of the foregoing, Seller hereby expressly disclaims any warranties as to merchantability and fitness for a particular purpose and any other warranties or representations as to the condition of the Personal Property. Buyer acknowledges and agrees that it has inspected the Personal Property and accepts the same in its present condition, "AS IS, WHERE IS, WITH ALL FAULTS."

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the day and year first above written.

SELLER:
 _____, a _____

By: _____
 Name: _____
 Title: _____





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

RESOLUTION #2013-13

ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH MONTGOMERY ASSOCIATES FOR AN ANALYSIS OF FLOODPLAIN ISSUES

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

WHEREAS, the City of Waterloo desires to maximize the utility and use of lands in the City in an appropriate manner, and;

WHEREAS, the Federal Emergency Management Agency has issued preliminary Flood Insurance Rate Maps for the City of Waterloo which may affect the usability of land currently not identified as being in the Mauneha River floodway or flood fringe.

NOW, THEREFORE, BE IT RESOLVED, that the Waterloo City Council does agree to enter into an professional services agreement with Montgomery Associates as presented on this night for an analysis of floodplain issues in the community resulting from the effects of the preliminary Flood Insurance Rate Maps.

Adopted: _____, 2013

City of Waterloo

Signed: _____
Robert H. Thompson, Mayor

Attest:

Morton J. Hansen, Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer

Funding: TID #2

March 1, 2013

Mr. Mo Hansen
Clerk/Treasurer
City of Waterloo
136 North Monroe Street
Waterloo, WI 53594

Re: Proposal for Professional Services
Analysis of Floodplain Issues

VIA: email

Dear Mo:

Thanks for contacting Montgomery Associates: Resource Solutions, LLC (MARS) about evaluating the potential issues associated with floodplain remapping on your City redevelopment plans. This letter describes our proposed approach to the project. The services described in this proposal will be performed according to the terms and conditions of the attached Services Agreement.

INTRODUCTION

As we discussed on the telephone, we understand that the city is working with a developer to redevelop a large currently unused manufacturing facility to residential use. The property is adjacent to the Mauneshia River, and the current floodplain definition is "Zone A", meaning that base flood (100-year flood) elevations have not been defined. The DNR is in the process of updating this mapping, and the updated mapping could impact on the proposed redevelopment plans.

PROPOSED SCOPE OF SERVICES

Services to be conducted by MARS will include the following:

1. Review the proposed redevelopment plans to understand the sensitivity to floodplain definition and elevation;
2. Review the technical and procedural status of the floodplain restudy, including 2008 flood data from the city and data such as topographic information that could be available from Jefferson County or other sources, to understand impacts on the redevelopment project; and
3. Communicate with the City regarding floodplain issues identified and a suggested action plan for addressing the issues.

2013 FEE SCHEDULE

Montgomery Associates: Resource Solutions, LLC

Professional Services

Principal-in-Charge	\$150 / hour
Principal Engineer	\$135/hour
Senior Engineer	\$110 / hour
Project Engineer 2	\$100 / hour
Project Engineer 1	\$95 / hour
Staff Engineer 2	\$85 / hour
Staff Engineer 1	\$80 / hour
Support staff	\$45 / hour

For direct preparation or testimony as an expert witness, hourly rates will be subject to a 30% surcharge with a \$1,000 nonrefundable prepaid retainer.

Reimbursable Expenses

Vehicle use:	Current IRS Rate
All other reimbursable expenses:	Cost + 10%

Invoicing

Monthly invoicing, with detail provided on in-house professional services.

Documentation provided for subcontracted services fees; subconsultant services billed at cost plus 10%

Documentation for reimbursable expenses provided if charges exceed \$500.

Scope, payment and contract terms as defined in the proposal and Professional Services Agreement

Address for all correspondence:

Montgomery Associates: Resource Solutions, LLC
119 South Main Street
Cottage Grove, WI 53527
Telephone: 608-839-4422; Fax: 608-839-3322

Services Agreement

Montgomery Associates: Resource Solutions, LLC (Consultant) will perform services according to the terms and conditions of this Agreement with the City of Waterloo (Client). The Consultant shall perform the services described in the attached Proposal dated March 1, 2013 (Proposal), in consideration of the fee and payment terms stated in the Proposal. Additional services requested by the Client, but not described in the Proposal, shall be paid according to hourly rates agreed to between Consultant and Client, or as specified in the Proposal. The following terms and conditions apply to the Agreement, unless specifically altered in the attached Proposal.

Terms and Conditions

- 1) **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
 - 2) **Retainer, Billing, and Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred, as described in the Proposal attached to this Agreement. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the unpaid balance from the date of invoice. For any invoice not paid within 75 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. In the event any portion of the account remains unpaid 90 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.
 - 3) **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant and subconsultants from and against all damage, liability and cost, including reasonable attorney fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.
 - 4) **Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications or other documents and services provided by the consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in
- this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or the Client.
- 5) **Certifications, Guarantees and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing or warranting the existence of any conditions. The Consultant will render services and opinions according to the standards of practice of consulting professional engineering.
 - 6) **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000, or the amount of the fee paid to MARS, whichever is greater. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
 - 7) **Use of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service for use in the project for which the Consultant was retained. These documents may not be used by the Client for any other purpose without the prior written consent of the Consultant.
 - 8) **Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be first submitted to non-binding mediation.
 - 9) **Termination of Services:** This Agreement may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, the Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses incurred as the result of termination.

The above Agreement, Terms and Conditions, and referenced Proposal scope of services and fees are agreed upon:

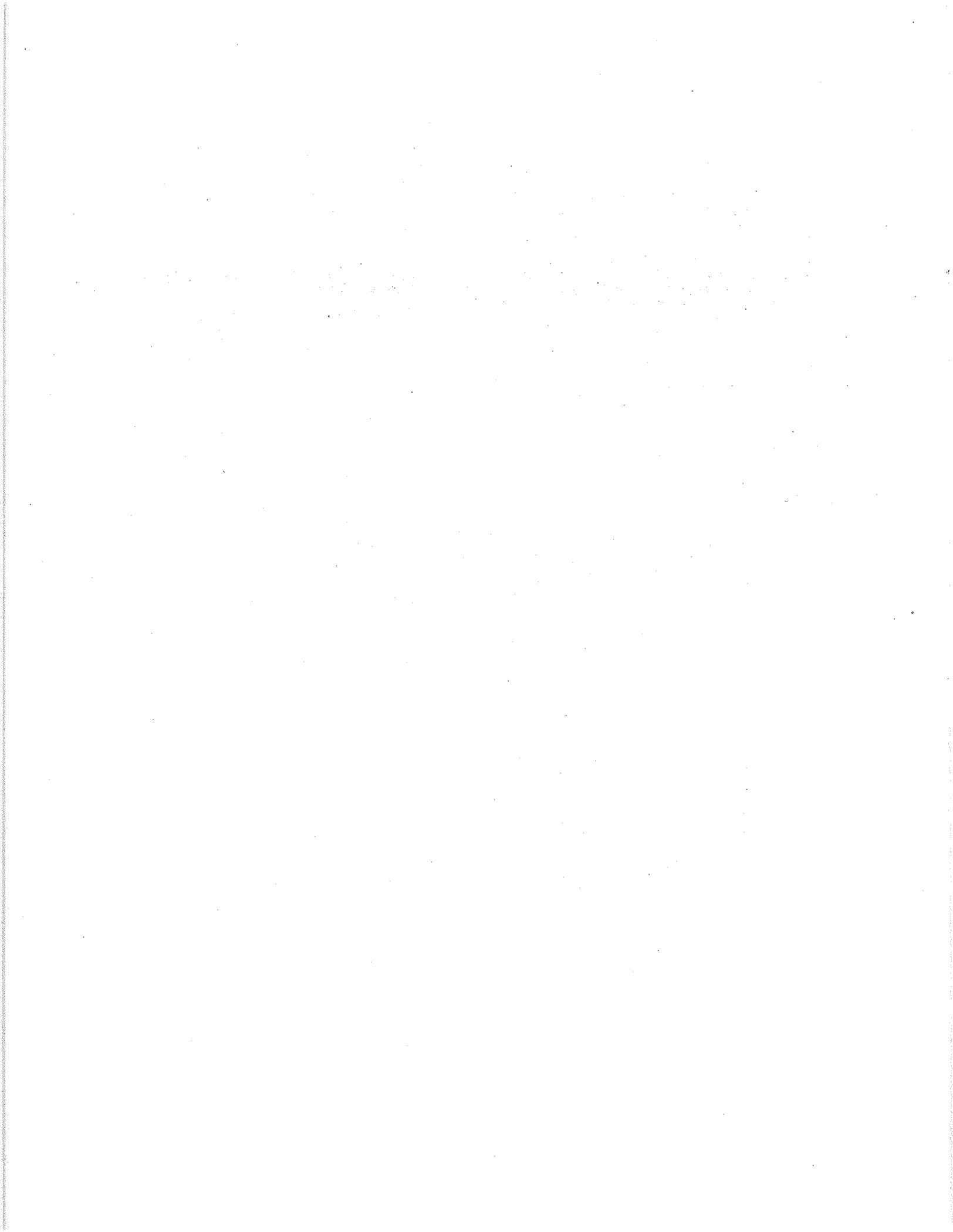
Consultant:  Date March 1, 2013

Robert J Montgomery, PE, Principal

Montgomery Associates: Resource Solutions, LLC

119 South Main Street, Cottage Grove, WI 53527

Client: _____ Date _____



CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
April 19, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Mayor Thompson, Police Chief Thomas, Library Director Wiltzius, Ron Griffin, Tama Griffin, Herb Lenius, Michelle Hansen and Clerk/Treasurer Hansen.
2. **APPROVAL OF MEETING MINUTES: JANUARY 19, 2012, FEBRUARY 16, 2012 AND MARCH 15, 2012.** Motion: Moved by Cotting, seconded by Quimby to approve all meeting minutes as listed and submitted. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** None.
4. **UNFINISHED BUSINESS**
 - a. **Sanitary Sewer Report And City's Insurance Options.** Discussion: Quimby requested that claims be noted on a map. Cotting noted the timing of back-ups. Cotting sought information from the insurance provider. Cotting questioned why these items were not paid out of the sewer rate rather than the property tax levy. No action taken.
5. **APPROVAL OF CLAIMS**
 - a. **Thomas Wilke, 152 W. Porter Street – Loss Date 11/19/11 (EMC Insurance Recommends Formal Denial of Claim).** Discussion: Quimby said the City can't control what goes through the sewer. It was stated that the sanitary sewer system is underfunded. Cotting asked about a no-fault form of insurance. Motion: Moved by Quimby, seconded by Cotting to deny the claim. **Voice vote:** Motion carried.
6. **NEW BUSINESS**
 - a. **Annual Salary Changes for Fire Department Officers.** Motion: Moved by Springer, seconded by Cotting to table the matter. **Voice vote:** Motion carried.
 - b. **Resolution #2012-16 Initial Resolution Regarding Industrial Development Revenue Bond Financing For Regius Rubber LLC.** Motion: Moved by Springer, seconded by Cotting to recommend Council approval. **Voice vote:** Motion carried.
 - c. **Resolution #2012-17 Amending The McLain Engineering Loan Agreement To Extend Out The Payment Schedule For 24 Months.** Discussion: Thompson said funds originated from TID dollars. Cotting asked for a policy related to business loans. It was suggested that the project be punted to the CDA. Motion: Moved by Cotting, seconded by Quimby to recommend Council adoption. **Voice vote:** Motion carried.
 - d. **Payroll For March 2012 - \$59,547.77.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - e. **Pay Vouchers – March 16, 2012 – April 19, 2012.** Motion: Moved by Quimby, seconded by Cotting recommend approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - f. **Treasurer's Report & Budget Reports For December, 2011 and January, February & March 2012.** Motion: Moved by Quimby, seconded by Cotting recommend approval of reports as presented. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - g. **Compiled Financial Statement – Tax Incremental District #1.** Noted.
 - h. **Compiled Financial Statement – Tax Incremental District #2.** Noted.
7. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
 - a. **Employee Handbook.** Noted.
 - b. **Audit Services Bid Process.** Noted.
8. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn. **Voice Vote:** Motion passed. Time: 6:45 p.m.

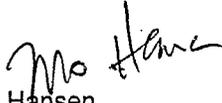
Attest: 
Morton Hansen
Clerk/Treasurer

CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
May 17, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Mayor Thompson, Police Chief Thomas, Library Director Wiltzius, Wes Benisch, Eric Cotting, Herb Lenius, Maureen Giese and Clerk/Treasurer Hansen.
2. **APPROVAL OF MEETING MINUTES: APRIL 19, 2012.** Motion: Moved by Cotting, seconded by Quimby to table approval of the meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT. ##** Maureen Giese spoke in favor of funding for the Historical Society.
4. **UNFINISHED BUSINESS**
 - a. **Sanitary Sewer Report And City's Insurance Options – Additional Review Items.** Discussion: Verbal information from the Clerk/Treasurer on the concept of no-fault sanitary sewer led to the committee taking no further action on the topic.
 - b. **Salary Changes for Fire Department Officers (tabled from April).** Discussion: It was noted that the Fire Chief has submitted a \$500 increase for Assistant Chief Wes Benisch. Motion: Moved by Cotting, seconded by Quimby to approve the increase as requested by the Fire Chief. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
5. **RECURRING BUSINESS**
 - a. **2013 Budget.** No action taken.
6. **NEW BUSINESS**
 - a. **Review And Action On Benefits For Employees Hired After December 31, 2012.** Noted to be taken up at a future meeting.
 - b. **Employee Handbook Review.** Noted to be taken up at a future meeting.
 - c. **Clerk/Treasurer's Office Accounting Software.** Discussion: Eric Cotting informed the committee of the methods used by the Clerk/Treasurer's office in recording accounting transactions. He questioned late reporting to the department by the Clerk/Treasurer's office. No action taken.
 - d. **Payroll For April 2012 - \$60,019.49.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - e. **Pay Vouchers – April 20, 2012 – May 17, 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - f. **Treasurer's Report & Budget Reports For April 2012.** Motion: Moved by Quimby, seconded by Cotting recommend approval of reports as presented. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - g. **Waterloo Fire Department Personnel Briefing**

The Finance Committee met in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over the governmental body has jurisdiction or exercises responsibility." Motion: Moved by Springer, seconded by Cotting to convene in closed session. **Voice vote:** Motion carried. Upon reconvening in open session, no action was taken.
7. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
 - a. **Audit Services Bids.** Noted.
 - b. **Economic Development Services Contract.** Noted.
8. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn **Voice Vote:** Motion passed. Time: 6:59 p.m.

Attest:



Morton Hansen
Clerk/Treasurer

CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
June 14, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Police Lieutenant Sorenson, Art Biermeier and Clerk/Treasurer Hansen.
2. **CITIZEN INPUT.** None.
3. **RECURRING BUSINESS**
 - a. **2013 Budget. Discussion:** A general discussion was held with committee members submitting budget ideas for future consideration. No action taken.
4. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
 - a. Next Budget Meeting scheduled for July 12, 2012
5. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn **Voice Vote:** Motion passed. Time: 6:50 p.m.

Attest:


Morton Hansen
Clerk/Treasurer

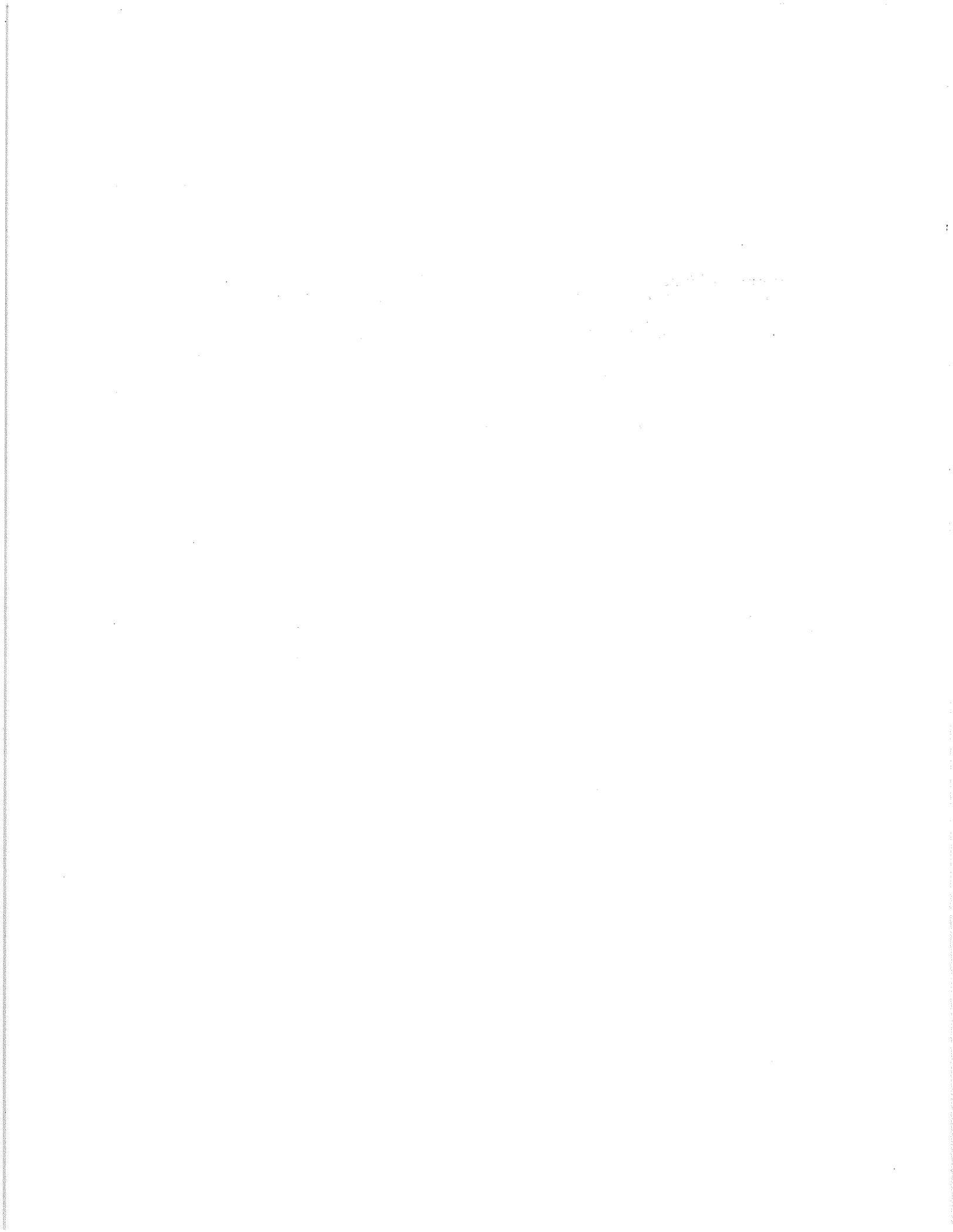


CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
July 12, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Police Chief Thomas, Library Director Wiltzius, Fire Chief Vern Butzine, Deputy Clerk/Treasurer Lois Baird and Clerk/Treasurer Hansen.
2. **CITIZEN INPUT.** None.
3. **RECURRING BUSINESS**
 - a. **2013 Budget. Note:** A budget handout was distributed and noted. No action was taken as the committee wanted to focus on item 3b.
 - b. **Employee Handbook. Discussion:** Deputy Clerk/Treasurer Baird, Police Chief Thomas and the attending department heads reviewed a draft of a revised handbook with the committee members actively participating. Numerous draft revisions were identified. **Motion:** By consensus the committee directed that the revised draft be submitted to the attorney for a review.
4. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
5. **ADJOURN. Motion:** Moved by Quimby, seconded by Cotting to adjourn **Voice Vote:** Motion passed. Time: 7:53 p.m.

Attest:


Morton Hansen
Clerk/Treasurer



CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
July 19, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Police Chief Thomas, Library Director Wiltzius, Mitch Leisses of Kunkel Engineering, Maureen Giese and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES: JUNE 21, 2012.** Motion: Moved by Cotting, seconded by Quimby to approve the June 21, 2012 meeting minutes as presented. **Voice vote:** Motion carried.
3. **CITIZEN INPUT. ##** Chief Thomas said he was having problems with squad radio switching boxes and was comparing buying new versus fixing them. He estimated the cost to replace would be \$20,000. He sought the committee's input. Springer said if it is an emergency they should be replaced; referencing emergency siren dollars as a potential source of dollars. Springer said to replace all three at one time. Quimby said get a quote for all three. She was interested in seeing expenditure options.
4. **UNFINISHED BUSINESS**
 - a. **Sanitary Sewer Report And City's Insurance Options – Additional Information Request.** No action taken with Cotting asking that the item be removed from the agenda.
 - b. **2013 Budget.** Note: Springer said August 16th would be the next meeting to focus on the budget. No action taken.
 - c. **Employee Handbook.** Note: The committee was waiting on updates from the attorney. The item was to be placed back on the agenda at such time as a revised draft was available.
5. **NEW BUSINESS**
 - a. **Review Of Audit Services Submitted Bids.** Discussion: Hansen reviewed the proposal and noted August as a follow-up time.
 - b. **Replacing Pneumatic Door Operators, Municipal Building Main Entrance.** Motion: Moved by Quimby, seconded by Cotting to pay for repairs out of the contingency line item. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - c. **Payroll For May, 2012 - \$69,123.23.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - d. **Pay Vouchers – June 22 – July 19, 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - e. **Treasurer's Report & Budget Reports For June 2012.** Motion: Moved by Quimby, seconded by Cotting recommend approval of reports as presented. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - f. **120 West Madison Street – Defining The Scope Of Work For Improvements Related To The Proposed Demolition.** Discussion: Leisses reviewed estimates for demolition and general site preparation relating to the adjacent properties. Cotting asked what our legal obligation was to the adjacent property owners if the structure was removed. Quimby said property owners should be in compliance. Cotting noted the sum of estimated dollars needed for the project. By consensus it was determined that the item was to be taken back up at a future meeting.
6. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
 - a. **##** A meeting with John Andres of Baker Tilly was noted for August 16th.
7. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn. **Voice Vote:** Motion passed. Time: 6:59 p.m.

Attest:


Morton Hansen, Clerk/Treasurer



**CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
August 16, 2012**

1. **CALL TO ORDER AND ROLL CALL.** In Alderperson Springer's absence Mayor Thompson called the meeting to order at 6:00 p.m. Members present: Cotting and Quimby. Absent – Springer. Others present: Mayor Thompson, Police Chief Thomas, Library Director Wiltzius, John Andres of Baker/Tilly, Errin Welty, Herb Lenius, Alyssa Skiba and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES.** Motion: Moved by Cotting, seconded by Quimby to table the approval of meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** None.
4. **UNFINISHED BUSINESS**
 - a. **2013 Budget.** No action taken.
 - b. **Employee Handbook – Status Update.** No action taken.
 - c. **120 West Madison Street – Defining The Scope Of Work For Improvements Related To The Proposed Demolition.** Discussion: Cotting questioned if this project represented a high enough priority. She noted that project estimates were approaching \$70,000. Hansen informed the committee that a DNR grant for acquisition of the Knaption property was approved. Cotting and Quimby noted and Welty confirmed from the Vierbicher parking study that the Knaption site was the #1 priority. Welty said the Springer parcel was part of the parking study. Welty said if a restaurant went into the Muir property (103 North Monroe) the Springer property would be beneficial for parking access. Cotting & Quimby requested periodic updates on TIF projects. Mayor Thompson asked that it be left on the agenda for the next meeting. No action taken.
5. **NEW BUSINESS**
 - a. **Fire Department Request -- Transfer Of Operating Fund Balance To Capital Fund Balance.** Discussion: Hansen said the request from the department was to transfer a fund balance amount to its internal fund 220 capital fund, a transfer which could not be done at the discretion of the Department Head. Thompson said the equipment purchase was for breathing equipment for fighting fires. **Motion:** Moved by Cotting, seconded by Quimby to recommend Council approval of the transfer as requested in the amount of \$130,000. **Roll call vote:** Ayes: Quimby and Cotting. Noes: none with Springer absent. Motion carried.
 - b. **Audit Services Request For Proposal – Council Recommendation.** Discussion: Hansen described a bid process which generated eight proposals. The Clerk/Treasurer and Deputy Clerk/Treasurer submitted a written recommendation to stay with Baker Tilly, noting that the submittal from that firm was 10% less than previous. Thompson and Quimby noted the need for an RFP to get firms to reduce costs. **Motion:** Moved by Cotting, seconded by Quimby to recommend to Council awarding a contract to Baker/Tilly for audit services per the submittal. **Roll call vote:** Ayes: Quimby and Cotting. Noes: none with Springer absent. Motion carried.
 - c. **Meet With Baker/Tilly Staff On Utility And Audit -- John Andres.** Discussion: Andres addressed the Committee at its request.
 - d. **Payroll For July, 2012 - \$69,123.23.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Quimby and Cotting. Noes: none with Springer absent. Motion carried.
 - e. **Pay Vouchers – July 20, 2012 – August 16, 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Quimby and Cotting. Noes: none with Springer absent. Motion carried.
 - f. **Treasurer's Report & Budget Reports For July 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of the reports as presented. **Roll call vote:** Ayes: Quimby and Cotting. Noes: none with Springer absent. Motion carried.
 - g. **Fund Balances and Fund 400 (Capital Fund).** Note: Hansen described the need to address a Fund 400 structural deficit. The item was left for the September 20, 2012 committee agenda.

6. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. None.

7. ADJOURN. Motion: Moved by Quimby, seconded by Cotting to adjourn **Voice Vote**: Motion passed. Time: 6:55 p.m.

Attest:



Morton Hansen
Clerk/Treasurer

CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
August 23, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Cotting and Quimby. Absent – none. Others present: Police Chief Thomas, Library Director Wiltzius and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES: JUNE 21, 2012.** **Motion:** Moved by Cotting, seconded by Springer to table the approval of meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** None.
4. **UNFINISHED BUSINESS**
 - a. **2013 Budget.** **Note:** An audio CD is submitted with the written minutes to serve as the documentation of the discussion portion of this meeting.
 - **Motion:** Moved by Quimby, seconded by Cotting dispose of the Youth Center Building to get it off the books. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - **Motion:** Moved by Springer, seconded by Cotting to hold or freeze wages & expense for Youth Center programming with discussions on the position to be take place at a future Parks Commission meeting. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - **Motion:** Moved by Quimby, seconded by Springer to reduce to zero 2013 funding for City Band, Historical Society and Swimming lessons. **Roll call vote:** Ayes: Springer and Quimby. Noes: Cotting. Motion carried.
 - **Motion:** Moved by Cotting, seconded by Springer to accept the department head proposed expenses for the Library, Police Administration and Police Patrol withholding a decision on wages. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
5. **NEW BUSINESS**
 - a. **Food Pantry Door Request.** **Motion:** Moved by Cotting, seconded by Quimby to approve the expenditures as part of the Fund 600 expenditures. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
6. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
7. **ADJOURN.** **Motion:** Moved by Cotting, seconded by Quimby to adjourn **Voice Vote:** Motion passed. Time: 8:10 p.m.

Attest:


Morton Hansen
Clerk/Treasurer



CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
September 20, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Quimby, Springer and Cotting. Absent – none. Others present: Police Chief Thomas, Library Director Wiltzius, Phil Cossen of Ehler's & Associates and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES.** Motion: Moved by Cotting, seconded by Springer to table approval of the meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** None.
4. **UNFINISHED BUSINESS**
 - a. **2013 Budget.** Motion: Moved by Cotting, seconded by Quimby to move item 4a to the bottom of the agenda. **Voice vote:** Motion carried. **Note:** For the purposes of the minutes the sequence is maintained. No action taken.
 - b. **120 West Madison Street – Defining The Scope Of Work For Improvements Related To The Proposed Demolition.** Discussion: Hansen said the matter was put on hold at the request of the Mayor. Quimby said information about TIF was still needed. Hansen relayed information from the City Attorney saying items due to construction would be a municipal expense and that existing non-compliance items could be addressed by the city's regular enforcement procedures. Hansen shared comments from the adjacent property owners. Quimby asked to get input from the Mayor. Springer said the adjacent property owners were concerned about their specific costs. Springer and Quimby asked the item be a standing item for now.
 - c. **Food Pantry Door Request.** Discussion: The committee discussed options for funding. Quimby and Cotting suggested waiting. Hansen was directed to identify a funding source. Hansen said he would list it as a future item during budget consideration for this year or next year.
5. **NEW BUSINESS**
 - a. **Review Of DNR Grant Award For Trailhead Facility At 203 East Madison Street.** Discussion: Hansen reviewed a memo to the committee dated September 19, 2012 with the subject of "DNR Grant Award and Trailhead Facility at 203 East Madison Street." It was noted that the funding source would be TID #2 dollars. Motion: Moved by Springer, seconded by Cotting to recommend to Council acceptance of the grant. Roll call vote: Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - b. **Resolution #2012- 40 Resolutions Providing For The Sale Of \$4,260,000 Combined Utility Revenue Bonds.** Discussion: Phil Cossen presented a pre-sale report. Motion: Moved by Cotting, seconded by Quimby to recommend Council approval of the resolution. Roll call vote: Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - c. **Resolution #2012-39 Entering Into An Agreement With Baker Tilly For Economic Development and Tax Incremental Consulting Services.** Discussion: Hansen said Baker Tilly staff could effectively vet a developer, if/when a TID proposal was put forward by a developer. Motion: Moved by Cotting, seconded by Springer to recommend Council approval of the resolution. Roll call vote: Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
 - d. **Review And Action On Clerk/Treasurer's Memo Relating To Remediating The Negative Capital Fund Deficit.** Discussion: Hansen referenced a September 19 memo on the topic outlining three steps. He noted that an insufficient amount of money was borrowed in 2008 to fund all of the year's projects. He outlined three steps: transferring \$169,932 from the General Fund to the Capital Fund; unassigning previously assigned values totaling \$172,398 from four categories (400-32600, 400-32601, 400-32603, 400-32610); and adopting a pay-as-you go strategy for capital items which don't 'pay for themselves.' Cossen said an undesignated fund balance that is a negative is not highly thought of by the bond market. Hansen said the downside was limited. Hansen said improvement was needed for the monitoring and tracking of capital projects. Hansen said the change proposed would be for the 2012 budget and he estimated that it would not completely clear out 85% to 90% of the structural deficit. He said the steps addressed less than 100% because he didn't seek to further lessen the ratio of unassigned dollars to general fund expenditures. Cotting said she would feel sorry if she said yes. She confirmed that it was

generally a book-keeping step. Cotting and Quimby asked, why wasn't this address previously. Hansen said it has been on the to-do list. Cotting wanted more time. **Motion:** Cotting moved, seconded by Quimby to table the item to a future meeting. **Voice vote:** Motion carried.

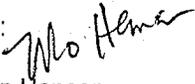
- e. **Payroll For August, 2012 - \$60,762.22.** **Motion:** Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
- f. **Pay Vouchers – August 17 – September 20, 2012.** **Motion:** Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
- g. **Treasurer's Report & Budget Reports For August 2012.** **Motion:** Moved by Quimby, seconded by Cotting recommend approval of reports as presented. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.

6. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

- a. ## A budget meeting was called for the 27th from 5:30 p.m. to 7 p.m.

- 7. ADJOURN.** **Motion:** Moved by Quimby, seconded by Cotting to adjourn. **Voice Vote:** Motion passed. Time: 7:05 p.m.

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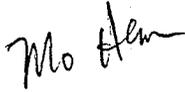


Morton Hansen
Clerk/Treasurer

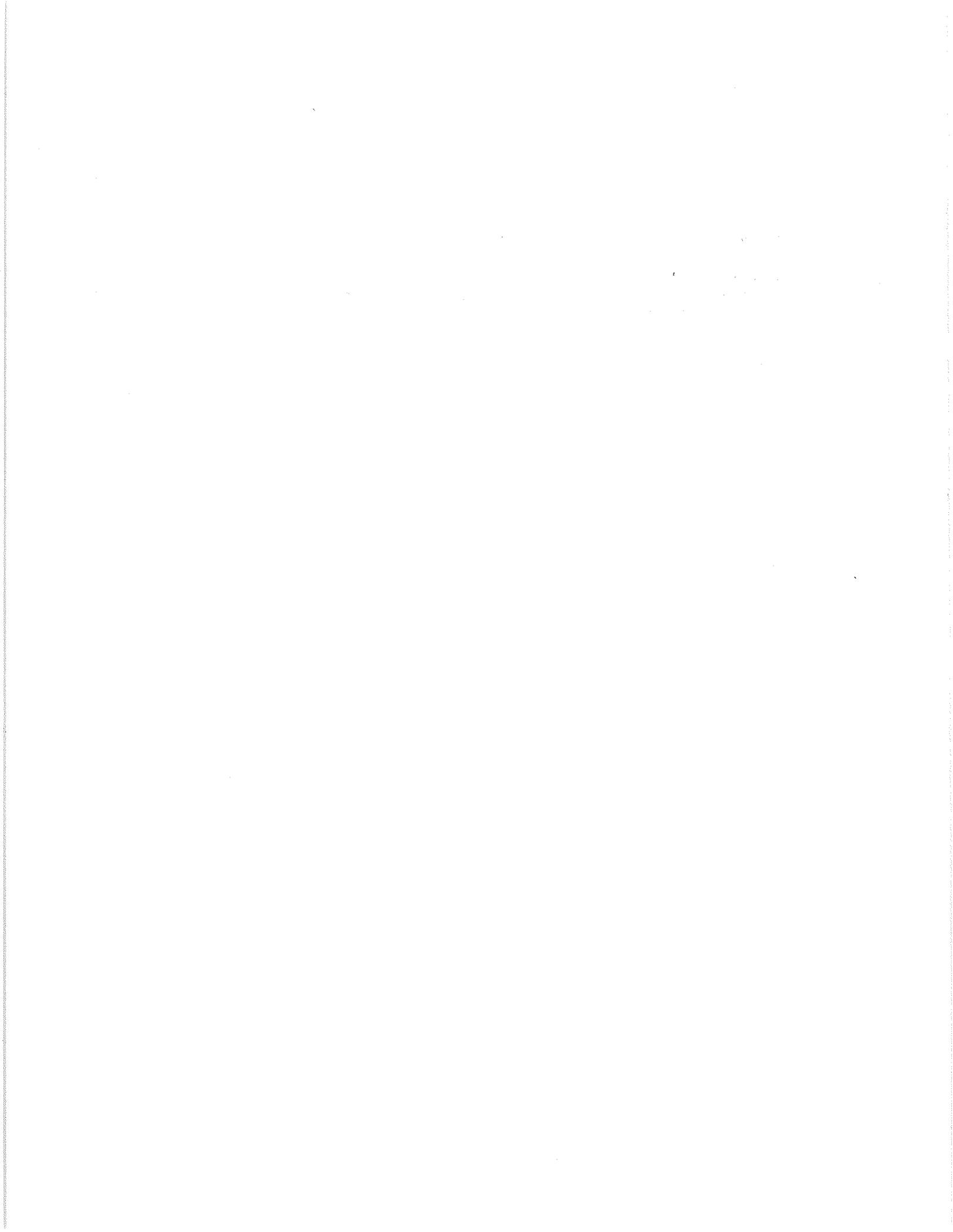
CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
September 27, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 5:00 p.m. Members present: Springer, Quimby and Cotting. Absent – none. Others present: Library Director Wiltzius, Public Works Director Gary Yerges, Deputy Public Works Director Jeff Robbins, Maureen Giese, and Clerk/Treasurer Hansen.
2. **CITIZEN INPUT.** # Maureen Giese advocated for municipal funding for the Historical Society.
3. **UNFINISHED BUSINESS**
 - a. **2013 Budget. Note: An audio CD is submitted with the written minutes to serve as the documentation of the discussion portion of this meeting.**
 - Submittals were reviewed. No formal motions were adopted at this meeting.
4. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS**
5. **ADJOURN. Motion:** Moved by Cotting, seconded by Quimby to adjourn **Voice Vote:** Motion passed. Time: 7:30 p.m.

Attest:



Morton Hansen
Clerk/Treasurer

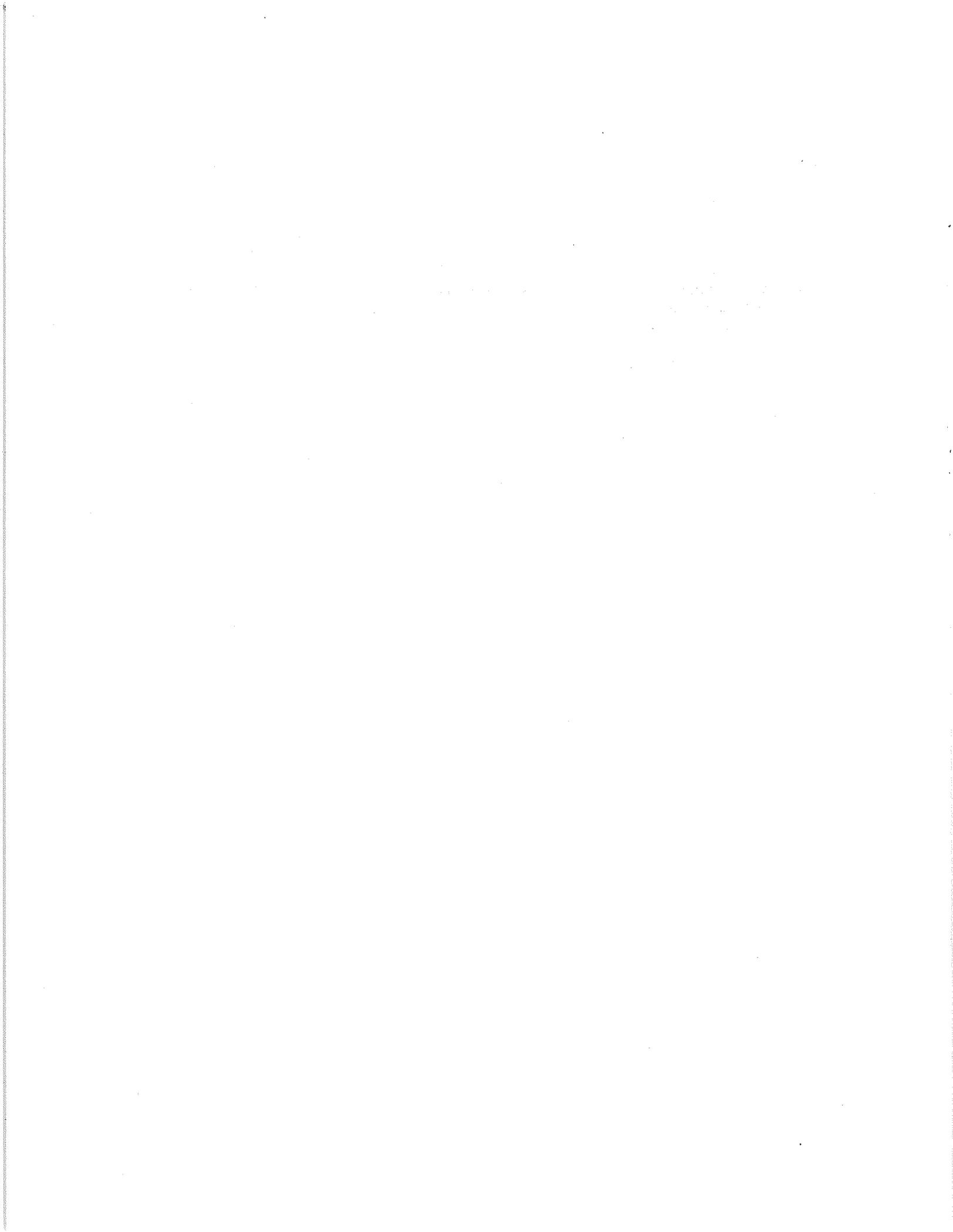


CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
October 11, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 5:00 p.m. Members present: Springer, Quimby and Cotting. Absent – none. Others present: Mayor Thompson, Library Director Wiltzius, Public Works Director Gary Yerges, Nancy Neupert, Karen Turley, and Clerk/Treasurer Hansen.
2. **CITIZEN INPUT.** # Maureen Giese advocated for municipal funding for the Historical Society.
3. **UNFINISHED BUSINESS**
 - a. **2013 Budget. Note:** An audio CD is submitted with the written minutes to serve as the documentation of the discussion portion of this meeting.
 - **Motion:** Moved by Cotting, seconded by Springer to insert DPW presented budget changes and Clerk/Treasurer recommendations into the recommended budget along with a revised WFD submittal along with granting a 2% wage increase for full-time non-represented employees. The motion additionally directs the Clerk/Treasurer to shift dollars into the General Fund from Fund 200 (CATV Board) in an amount not to exceed \$50,000 to balance the General Fund. Additionally adopting all other Funds as recommended by Clerk/Treasurer with the Capital Fund purchases limited to Police Department squad dollars and the park development project. **Roll call vote:** Ayes: Springer, Quimby and Cotting. Noes: none. Motion carried.
4. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS.**
5. **ADJOURN. Motion:** Moved by Cotting, seconded by Quimby to adjourn **Voice Vote:** Motion passed. Time: 7:30 p.m.

Attest:


Morton Hansen
Clerk/Treasurer



CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
October 18, 2012

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Quimby and Cotting. Absent – none. Others present: Maureen Giese and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES.** Motion: Moved by Quimby, seconded by Springer to table the approval of meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** #Maureen Giese advocated for funding for the Historical Society.
4. **UNFINISHED BUSINESS**
 - a. **2013 Budget.** Discussion: Hansen reviewed an assembled Finance Proposed budget ready for final consideration as it was submitted to the newspaper for publishing. No action taken.
 - b. **120 West Madison Street – Defining The Scope Of Work For Improvements Related To The Proposed Demolition.** Discussion: No new information. Quimby asked for the Mayor's input. No action taken.
 - c. **Food Pantry Door Request.** Motion: Moved by Quimby, seconded by Springer to fund door repairs from Fund 600. **Voice vote:** Motion carried.
5. **NEW BUSINESS**
 - a. **Payroll For September, 2012 - \$64,431.27.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. **Roll call vote:** Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
 - b. **Pay Vouchers – September 21, 2012 through October 18, 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. **Roll call vote:** Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
 - c. **Treasurer's Report & Budget Reports For September 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of the reports as presented. **Roll call vote:** Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
6. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS.** None.
7. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn **Voice Vote:** Motion passed. Time: 6:55 p.m.

Attest:



Morton Hansen
Clerk/Treasurer

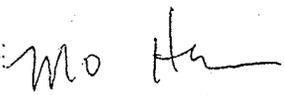
CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER

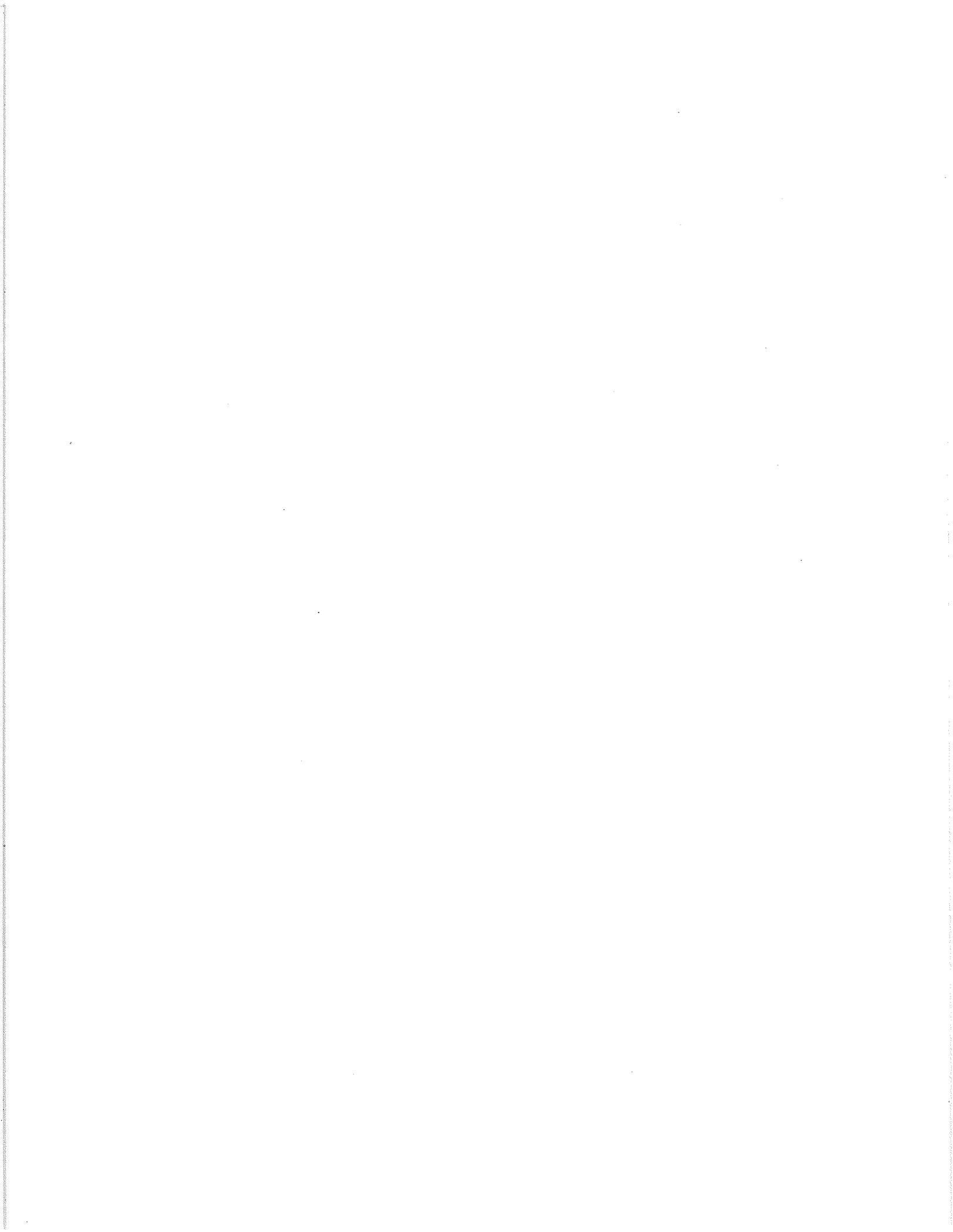
November 15, 2012

**** Corrected 2/11/2013 ****

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 6:00 p.m. Members present: Springer, Quimby and Cotting. Absent – none. Others present: Mayor Thompson, Library Director Cecilia Wiltzius, Assessor John Spies, Maureen Giese and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES.** Motion: Moved by Springer, seconded by Cotting to table the approval of meeting minutes. Voice vote: Motion carried.
3. **CITIZEN INPUT.** None.
4. **UNFINISHED BUSINESS**
 - a. **2013 Budget.** No action taken.
5. **NEW BUSINESS**
 - a. **Resolution #2012-48 Entering Into An Agreement For Assessment Services.** Motion: Moved by Quimby, seconded by Cotting to accept the Assessor's and Clerk/Treasurer's recommendation and to recommend to Council adoption of Resolution #2012-48, awarding the work to Associated Appraisal Consultants Inc. Roll call vote: Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
 - b. **Resolution #2012-49 Authorizing The Purchase Of Land At 203 East Madison Street.** Motion: Moved by Quimby, seconded by Cotting to table the resolution until a later date. Voice vote: Motion carried.
 - c. **Resolution #2012-50 Entering Into An Agreement To Perform Petroleum Contamination Assessment And Remediation Tasks With Midwest Engineering Services Assigned To Act As Agent.** Motion: Moved by Quimby, seconded by Springer to recommend Council adoption of the resolution as presented. Voice vote: Motion carried.
 - d. **Scheduling Of Public Acknowledgments For Service To The City.** Noted.
 - e. **Compensation for Alcohol Purchases While On City Business Not Allowed.** Discussion: Thompson questioned the need for a policy saying the Clerk/Treasurer repeatedly raised issues related to alcohol. Springer said section 8.18 of the drafted revised handbook as sufficient. Motion: Moved by Springer, seconded by Quimby to table the matter. Voice vote: Motion carried.
 - f. **Payroll For October, 2012 - \$59,811.35.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of payroll in the stated amount. Roll call vote: Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
 - g. **Pay Vouchers – October 19, 2012 through November 15, 2012.** Motion: Moved by Quimby, seconded by Cotting to recommend Council approval of pay vouchers in the stated amount. Roll call vote: Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
 - h. **Treasurer's Report & Budget Reports For October 2012.** Motion: Moved by Quimby, seconded by Cotting to ~~table recommend Council approval of~~ the reports as presented. Roll call vote: Ayes: Springer, Cotting and Quimby. Noes: none. Motion carried.
6. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS.** None.
7. **ADJOURN.** Motion: Moved by Quimby, seconded by Cotting to adjourn Voice Vote: Motion passed. Time: 6:45 p.m.

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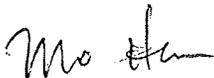

Morton Hansen
Clerk/Treasurer



CITY OF WATERLOO FINANCE, INSURANCE & PERSONNEL COMMITTEE MINUTES
WATERLOO MUNICIPAL BUILDING - COUNCIL CHAMBER
January 3, 2013

1. **CALL TO ORDER AND ROLL CALL.** Alderperson Springer called the meeting to order at 5:30 p.m. Members present: Springer and Quimby. Absent – Cotting. Others present: Mayor Thompson, and Clerk/Treasurer Hansen.
2. **APPROVAL OF PREVIOUSLY UNAPPROVED MEETING MINUTES.** Motion: Moved by Springer, seconded by Quimby to table the approval of meeting minutes. **Voice vote:** Motion carried.
3. **CITIZEN INPUT.** None.
4. **NEW BUSINESS**
 - a. **Resolution #2012-49 Authorizing The Purchase Of Land At 203 East Madison Street.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of the resolution as presented. **Voice vote:** Motion carried.
 - b. **Resolution #2012-54 An Agreement Between The City of Waterloo And D & D Cleaning, LLC For Cleaning Of The Municipal Building, The Library And The Maunsha Business Center.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of the resolution as presented. **Voice vote:** Motion carried.
 - c. **Resolution #2012-56 Naming Union Bank Of Blair As An Official Depository.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of the resolution as presented. **Voice vote:** Motion carried.
 - d. **Resolution #2012-59 Entering Into An Updated Contract With Ehlers Investment Partners, Formerly BBE Community Investment Partners.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of the resolution as presented. **Voice vote:** Motion carried.
 - e. **Resolution #2012-60 Revising The City Of Waterloo Fee Schedule.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of the resolution as presented. **Voice vote:** Motion carried.
 - f. **Payroll For November, 2012 - \$92,246.50.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of payroll in the stated amount. **Voice vote:** Motion carried.
 - g. **Pay Vouchers – November 16, 2012 through December 20, 2012.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of pay vouchers as presented. **Voice vote:** Motion carried.
 - h. **Pay Vouchers – December 21, 2012 through December 31, 2012.** Motion: Moved by Quimby, seconded by Springer to recommend Council approval of pay vouchers as presented. **Voice vote:** Motion carried.
 - i. **Treasurer's Report & Budget Reports For October & November 2012.** Motion: Moved by Quimby, seconded by Springer to table a recommendation on the reports. **Voice vote:** Motion carried.
5. **FUTURE AGENDA ITEMS AND ANNOUNCEMENTS.** None.
6. **ADJOURN.** Motion: Moved by Quimby, seconded by Springer to adjourn. **Voice Vote:** Motion passed. Time: 6:15 p.m.

Attest:



Morton Hansen
Clerk/Treasurer

**CITY OF WATERLOO PUBLIC WORKS COMMITTEE MINUTES
COUNCIL CHAMBERS
September 6, 2012**

1. **Roll Call And Call To Order.** Alderperson Abell called the meeting to order at 6:30 p.m. Committee members present – Abell and Ziaja. Absent – Springer. Others present – Mayor Thompson, Deputy Public Works Director Robbins and Clerk/Treasurer Hansen.
2. **Approval Of Meeting Minutes: August 2, 2012. Motion:** Moved by Ziaja, seconded by Abell to approve the August 2, 2012 meeting minutes as presented. **Voice Vote:** Motion carried.
3. **Citizen Input.** None.
4. **Communications To Committee**
 - a. **Community Development Block Grant EAP Project – Project Update.** Noted.
5. **New Business**
 - a. **2013-2017 Street & Utility Plan – Review Of Options. Discussion:** Capital improvement plan documents dated August 31, 2012 were presented. It was noted that Franklin Street was the highest priority street as ranked by the Public Works Director. **Motion:** Moved by Ziaja, seconded by Abell to ask that the Finance Committee consider funding for project S-30 (Annual Street Construction – 5 Year Plan) at its September meeting. **Voice Vote:** Motion carried.
6. **Future Agenda Items And Announcements.** None.
7. **Adjourn. Motion:** Moved by Ziaja, seconded by Abell to adjourn. **Voice Vote:** Motion carried. The approximate time was 6:45 p.m.

Attest:



Morton Hansen
Clerk\Treasurer

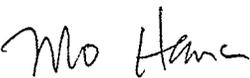


**CITY OF WATERLOO PUBLIC WORKS COMMITTEE MINUTES
COUNCIL CHAMBERS
October 4, 2012**

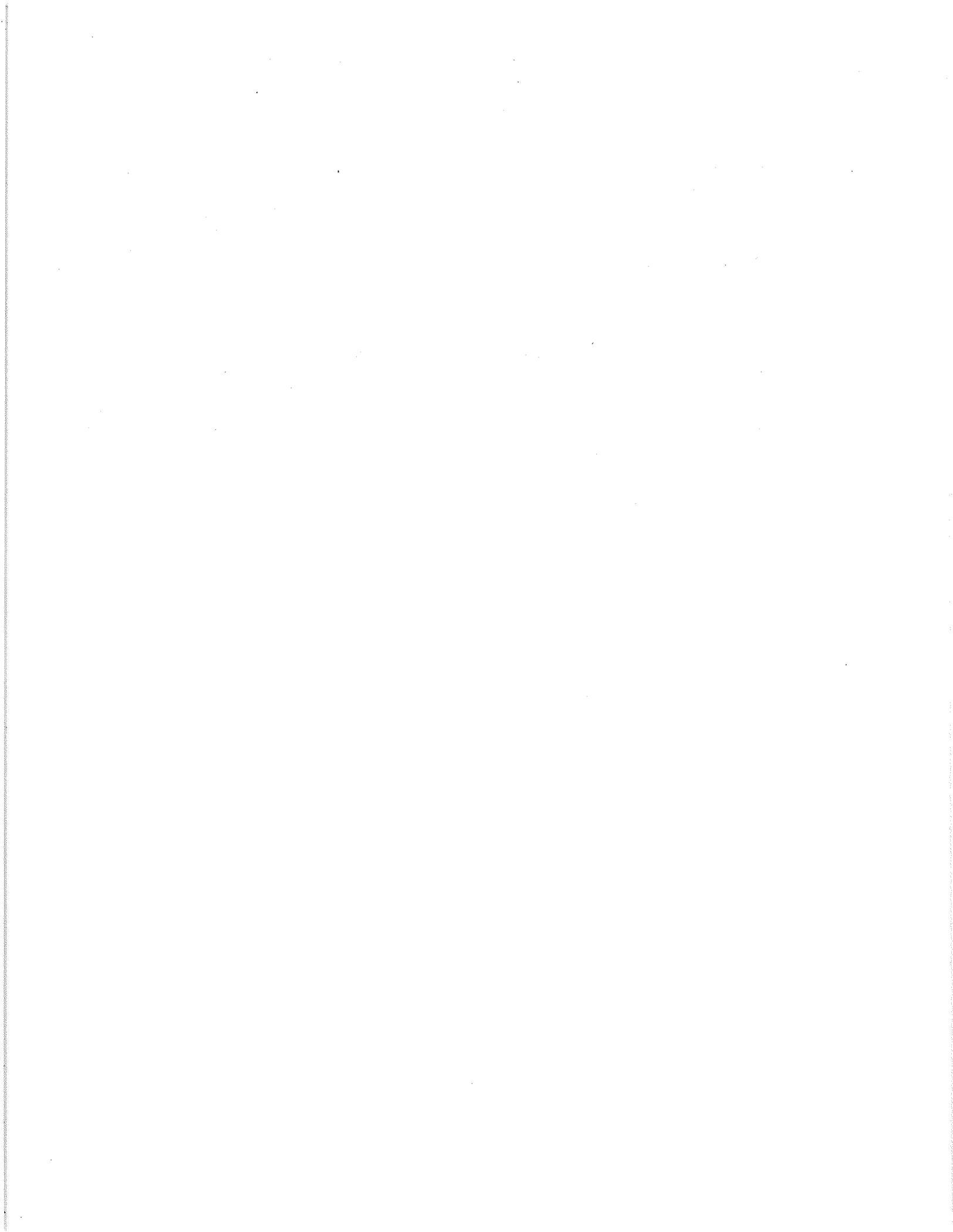
Note: no audio recording was created for this meeting.

1. **Roll Call And Call To Order.** Alderperson Abell called the meeting to order at 6:30 p.m. Committee members present – Abell, Springer and Ziaja. Absent – none. Others present – Mayor Thompson and Clerk/Treasurer Hansen.
2. **Approval Of Meeting Minutes: September 6, 2012. Motion:** Moved by Ziaja, seconded by Abell to table approval of the meeting minutes. **Voice Vote:** Motion carried.
3. **Citizen Input.** None.
4. **Communications To Committee**
 - a. **Community Development Block Grant EAP Project – Project Update. Discussion:** Hansen briefed the committee on cost overruns for the South Monroe Street project and additional unanticipated expenses for the demolition of the former pickle factory at 720 West Madison Street. No action taken.
5. **New Business.** No action.
6. **Future Agenda Items And Announcements.** No action.
7. **Adjourn. Motion:** Moved by Springer, seconded by Ziaja to adjourn. **Voice Vote:** Motion carried. The approximate time was 6:45 p.m.

Attest:



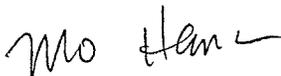
Morton Hansen
Clerk\Treasurer



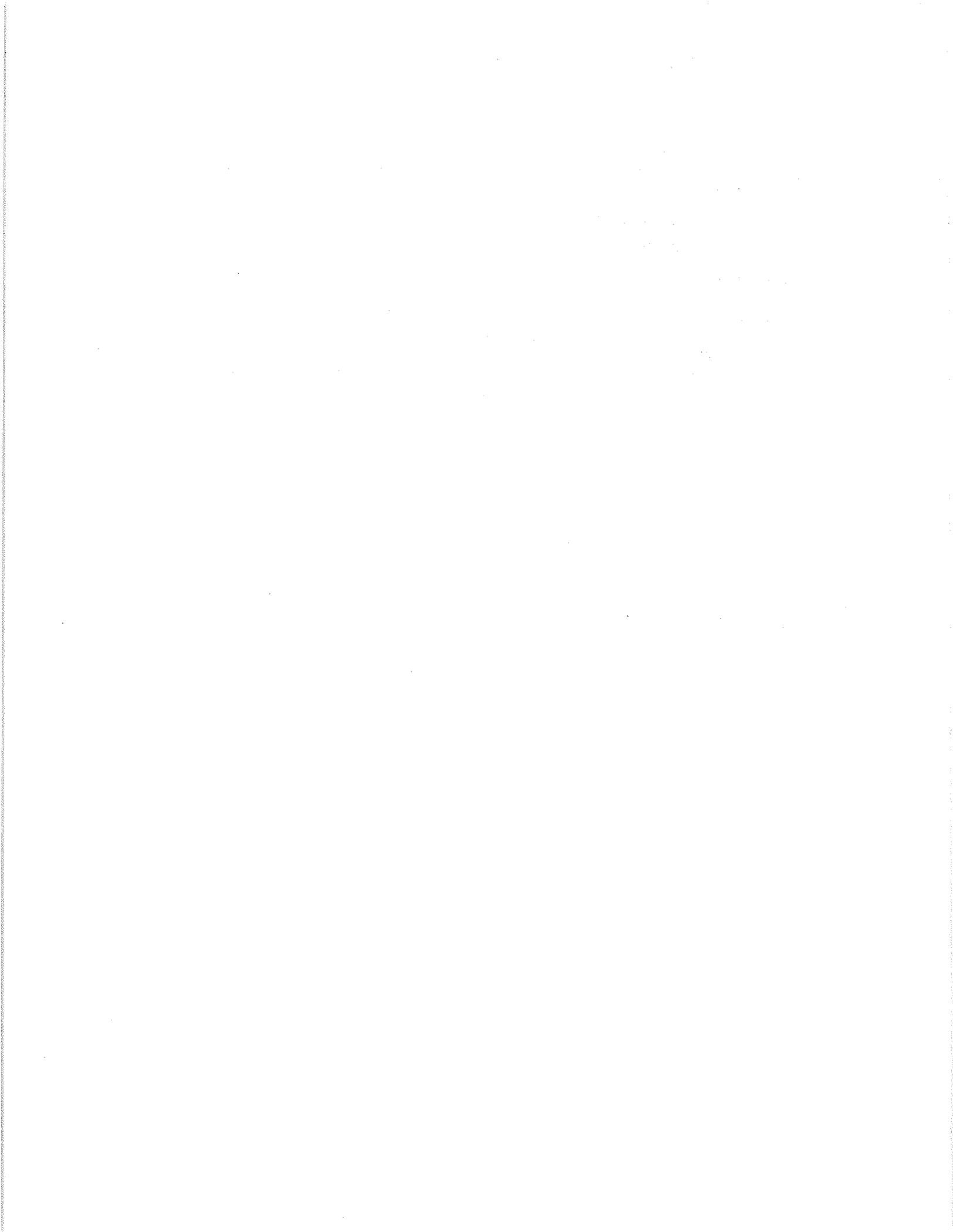
**CITY OF WATERLOO PUBLIC WORKS COMMITTEE MINUTES
COUNCIL CHAMBERS
November 1, 2012**

1. **Roll Call And Call To Order.** Alderperson Abell called the meeting to order at 6:30 p.m. Committee members present – Abell, Springer and Ziaja. Absent – none. Others present – Mayor Thompson, Public Works Deputy Director Jeff Robbins and Clerk/Treasurer Hansen.
2. **Approval Of Unapproved Meeting Minutes.** **Motion:** Moved by Springer, seconded by Abell to table approval of the meeting minutes. **Voice Vote:** Motion carried.
3. **Citizen Input.** None.
4. **Communications To Committee**
 - a. **Community Development Block Grant EAP Project – Project Update.** **Discussion:** Hansen briefed the committee on cost overruns for the South Monroe Street project and additional unanticipated expenses for the demolition of the former pickle factory at 720 West Madison Street. It was noted that a request for additional funds had been submitted to the state agency assisting with project funding. It was suggested that the project be stretched out until such time as the state can allocated additional dollars to the project. No action taken.
5. **New Business.** No action.
6. **Future Agenda Items And Announcements.** No action.
7. **Adjourn.** **Motion:** Moved by Springer, seconded by Abell to adjourn. **Voice Vote:** Motion carried. The approximate time was 6:45 p.m.

Attest:



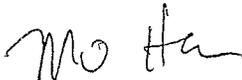
Morton Hansen
Clerk/Treasurer



**CITY OF WATERLOO PUBLIC WORKS COMMITTEE MINUTES
COUNCIL CHAMBERS
January 3, 2013**

1. **Roll Call And Call To Order.** Alderperson Abell called the meeting to order at 6:30 p.m. Committee members present – Abell and Springer. Absent – Ziaja. Others present – Mayor Thompson, Public Works Director Gary Yerges and Clerk/Treasurer Hansen.
2. **Approval Of Unapproved Meeting Minutes.** **Motion:** Moved by Springer, seconded by Abell to table approval of the meeting minutes. **Voice Vote:** Motion carried.
3. **Citizen Input. ##** Springer brought to the attention of the Public Works Director an oak tree on private property on Hiawatha Trail that was not safe. Yerges said he would talk with the property owner.
4. **Communications To Committee**
 - a. **Community Development Block Grant EAP Project – Project Update.** **Discussion:** Hansen briefed the committee on the initial reporting of non-petroleum contaminants found at one specific location on the 720 West Madison Street site. It was noted that a request for additional funds had been submitted to the state agency assisting with project funding. Hansen said the Petroleum Environmental Cleanup Fund Award (or PECFA program) would not cover non-petroleum clean-up costs. He said it was unlikely that Community Development Block Grant dollars would cover site clean-up. It was suggested that the project be stretched out until such time as the state can allocated additional dollars to the project. No action taken.
 - b. **Notification Of Reduction In Services – Municipal Brush Chipping.** **Discussion:** Yerges said he had contacted the Village of Marshall and was moving forward with a plan similar to Marshall's reducing the number winter months in which chipping would take place to meet a 2012 budget reduction relating to chipping. No action taken.
5. **New Business.** No action.
6. **Future Agenda Items And Announcements.** No action.
7. **Adjourn.** **Motion:** Moved by Springer, seconded by Abell to adjourn. **Voice Vote:** Motion carried. The approximate time was 6:42 p.m.

Attest:



Morton Hansen
Clerk/Treasurer



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PUBLIC SAFETY AND HEALTH COMMITTEE MEETING MINUTES

February 7, 2013

1. Call to Order

Alderson Cotting called the Public Safety Committee meeting to order 6:30 p.m.

2. Roll Call

Present - Aldersons Cotting, Van Holten, and Reynolds. Others present: Chief Thomas.

3. Approval of The January 3, 2013 Regular Committee Minutes.

There was no meeting due to a lack of agenda items

4. Citizen Input

Alderson Reynolds asked why the crosswalk across N. Monroe St by the City Hall was not put back in. It was removed by the State of Wisconsin Dept. of Transportation when Hwy 89 was redone. The State does not want cross walks mid-block.

5. Unfinished Business

- None

6. New Business

- **New Records Management System**

Chief Thomas updated the committee on the status of installing a new records management system.

- **Permission to Seek Bids for A New Police Squad Car.**

Motion by Van Holten and seconded by Reynolds to give Chief Thomas permission to seek bids for a new Squad. Motion carried.

- **Security At Trailhead Facility.**

Security at the new trailhead facility was discussed. Due to the remote area, the recommendation from the Police Department is that security cameras be placed around the exterior of the building, 2 cameras in the hallway, and addition 1 or 2 cameras in the Warming Room. It was further recommended that a burglar alarm be installed.

7. Future Agenda Items and Announcements

8. Adjourn

Motion by Alderson Reynolds and seconded Van Holten to adjourn at 6:56 PM. Motion carried.

