



136 North Monroe Street
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A MEETING OF THE WATERLOO COMMUNITY DEVELOPMENT AUTHORITY - AGENDA

[Agenda Revised 4/19/2021 9:52 AM]

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

Date: April 20, 2021
Time: 6:00 p.m.
Location: Municipal Building, 136 North Monroe Street (via remote phone conference for participants and public)

Remote Access Instructions

Join Zoom Meeting: <https://us02web.zoom.us/j/83374322296?pwd=OXFlcGk1aHl6WjhaZnNVUFpJOFJpZz09>

Meeting ID: 833 7432 2296 Passcode: 560553

Dial-in By Phone

+1 312 626 6799 US (Chicago)

Meeting ID: 833 7432 2296 Passcode: 560553

1. ROLL CALL AND CALL TO ORDER
2. MEETING MINUTES APPROVAL: March 16, 2021
3. CITIZEN INPUT
4. UPDATES & REPORTS
 - a. School District Liaison (verbal)
 - b. Grant Tracking (verbal)
 - c. Treyburn Farms
 - d. Economic Development Plan Implementation Progress
 - i. Intern Update - 333 Portland Road Development
 - e. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600
5. UNFINISHED BUSINESS
 - a. Implementing A Blight Policy, Hiring Code Compliance Services – No RFP Responses, Follow-up
6. NEW BUSINESS
 - a. Community Development Authority Briefing -- Resolution #2021-10 Entering Into A Developer Agreement, City of Waterloo And JGP Land Development LLC, DeYoung Farm Subdivision (Remainder)
 - b. 333 Portland Road -- Recommending To The City Council Entering Into A Real Estate Listing Contract With Madison Commercial Real Estate LLC
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Annual Calendar
 - b. Election Of Chair and Vice-Chair

8. ADJOURNMENT

Mo Hansen
Clerk/Treasurer

Community Development Authority: One vacancy, Lewandowski, Petts, Kuhl, Weihert, Woods and O'Connell and School District Superintendent Brian Henning as School District liaison

Amended 4/19/2021 9:52 AM Posted, Mailed and E-mailed: 04/13/2021

Please note: it is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically noticed. Also, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location.

WATERLOO COMMUNITY DEVELOPMENT AUTHORITY -- MEETING MINUTES: March 16, 2021

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

1. ROLL CALL AND CALL TO ORDER. CDA Chair Stinnett called the meeting to order at 6:00 p.m. which was attended in-person and remotely. CDA members present: O'Connell, Petts, Stinnett, Kuhl, Weihert, Lewandowski and Woods. Absent: non-voting member Henning. Others present: Russ Kashian and Clerk/Treasurer Hansen.
2. MEETING MINUTES APPROVAL: February 16, 2021. MOTION: Moved by Petts, seconded by Kuhl to approve the minutes as presented. VOICE VOTE: Motion carried.
3. CITIZEN INPUT. None.
4. UPDATES & REPORTS
 - a. School District Liaison. No report.
 - b. Grant Tracking. No report.
 - c. Treyburn Farms. Hansen said Julie Busche had received Plan Commission input in December and was re-working a four-unit Lot 2 plan without an access driveway onto Clarkson Road.
 - d. Economic Development Plan Implementation Progress
 - i. Intern Update - 333 Portland Road Development. Hansen said Tyler Remmers was reaching out to industrial real estate agents in which to pitch the site.
 - e. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600. Noted.
5. UNFINISHED BUSINESS
 - a. Implementing A Blight Policy – Recommendations To City Council Regarding A Request For Proposal For Non-Compliance Officer Services. Hansen reported no responses to the RFP including from SAFEbuilt. No action taken.
 - b. Connect Communities Program CDA Member Access. All were informed of the offers of the WEDC Connect Communities program. Hansen asked all to reach-out if access assistance was needed.
6. NEW BUSINESS
 - a. Prof. Russ Kashian Jefferson County Housing Study Briefing. Russ Kashian presented slides and gave a Waterloo focused version of the Housing Study.
7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Annual Calendar . Noted.
 - b. Comprehensive Plan Update Process Is In Progress. Noted.
 - c. Angie Stinnett was thanked for serving on the CDA,
8. ADJOURNMENT. MOTION: Moved by Stinnett, seconded by multiple to adjourn. VOICE VOTE: Motion carried. Approximate time was approximately 6:46 p.m.

Attest:



Mo Hansen
Clerk/Treasurer

Status Report Project Name: Treyburn Farms 04/13/2021

Description:

Residential development of final phase of Bluegrass Trail. Purchase, design, subdivision public infrastructure installation, marketing and sale of 19 residential lots. Final phase of Treyburn Farms Subdivision.

Status:

Improvements completed. Municipal sales completed for 17 of 19 lots.

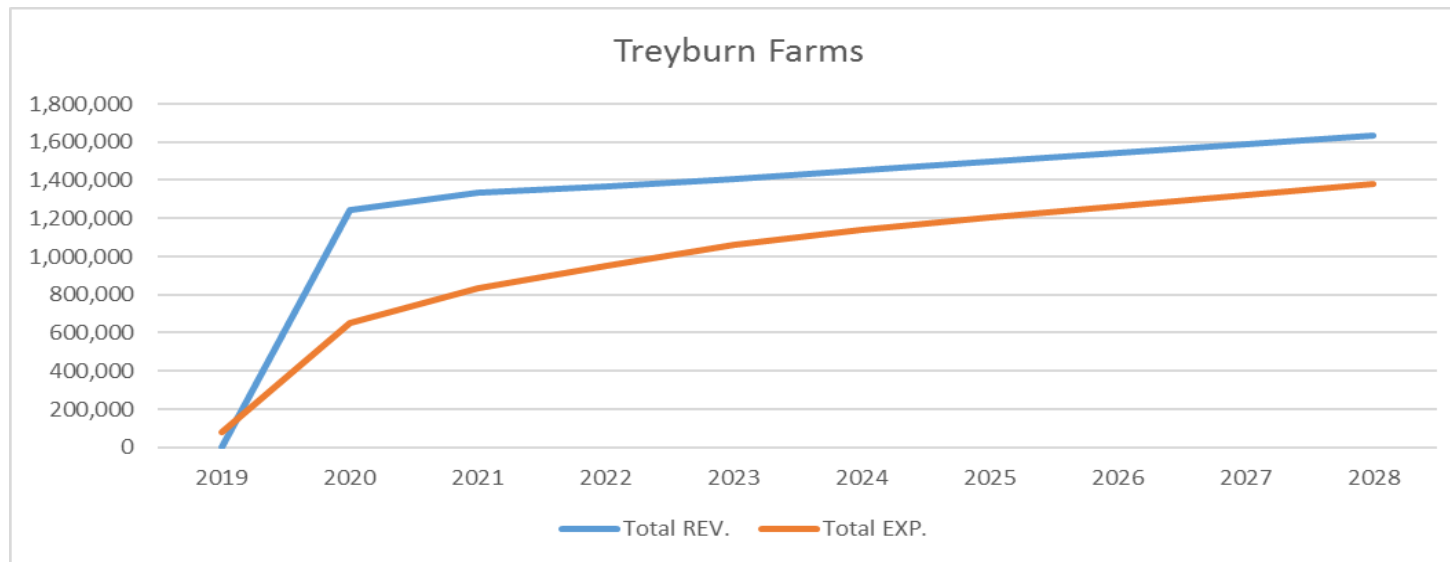
Milestone Dates

Goal/Objective Description	Start (Plan)	End (Plan)	Duration (Days)	Status	Progress	Notes
Install Public Improvements	11/15/19	07/01/20	229	Done	100%	
Market 19 residential parcels	03/01/20	07/15/20	136	Done	100%	
2020 -- Sell 5 residential parcels (Goal: 5)	03/01/20	12/31/20	305	Exceeded Goal	100%	Actual sold: 16
2021 -- Sell remaining residential parcels (Goal 2)	01/01/21	12/31/21	364	In Progress	0%	1 sale pending (#69); final lot status unclear (#2)

Sources / Uses of Funds (Projected Figures in Italics [gray])

	2019	2020	2021	2022	2023	2024	2025-2028	Total	Notes
SOURCES (Rev)									
SUBDIVISION LOT SALES	0	570,750	92,620	0	0	0	0	663,370	
DEBT PROCEEDS	0	673,690	0	0	0	0	0	673,690	
ESTIMATED PROPERTY TAX GAIN	0	0	0	28,693	40,648	45,430	181,722	296,494	Average home value: 236,154
TOTAL SOURCES	0	1,244,440	92,620	28,693	40,648	45,430	181,722	1,633,554	
USES (Exp)	2019	2020	2021	2022	2023	2024	2025-2028	Total	
DEBT SERVICE	0	0	161,799	112,710	112,068	82,025	238,480	707,082	58% of debt service for Rood/Treyburn debt issuance
RETAINAGES PAYABLE	0	0	22,827	0	0	0	0	22,827	
LEGIS SUPPORT PR & PUB	0	1,943	0	0	0	0	0	1,943	
ATTORNEY ATTORNEY FEES	4,410	2,058	0	0	0	0	0	6,468	
ENG & ADMIN PROF FEES	1,900	25,104	0	0	0	0	0	27,004	
CAPITAL PROJ STREET CONST	0	532,343	0	0	0	0	0	532,343	
CAPITAL PROJ TREYBURN	70,053	13,324	867	0	0	0	0	84,244	
TOTAL USES	76,363	574,770	185,492	112,710	112,068	82,025	238,480	1,381,909	

SOURCES LESS USES	-76,363	669,670	-92,872	-84,017	-71,420	-36,594	-56,758	251,645	
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Additional comments:

(a) Current & prior year data from accounting system as of report creation date.
(b) Out-year tax gain is estimated based on parcel sales, builder provided home values and current 2021 mil rate (municipal rate)
(c) 2020 debt issuance not pre-payable

City of Waterloo
Economic Development Strategic Plan Implementation Tracking
4/13/2021 11:59 AM

FOCUS: Industrial & Commercial

ITEM	GOAL	ACTION	GOAL/TASK METRICS	NOTES	PHASE / YEAR
IC1	Ready 17 acre industrial site (333 Portland Rd) for reuse	Pursue funding for remediation of blighted site with focus on future industrial reuse and job creation	Site ready with for reuse 1/1/2018		2016 site research; 2017 remediation; 2018 marketing
	Task	Status	Due Date	Assignee	Notes
	Acquire Site	Completed		Clerk/Treasurer	
	EPA Site Remediation	Completed	12/1/2017	Clerk/Treasurer	
	Site Demo Contractor Bidding	Completed	6/7/2018	Clerk/Treasurer	
	Site Demo	Completed	6/8/2018	Contractor	
	Close Out Open DNR/EPA Files	Completed	5/1/2019	EPA / DNR contractor	
	Ready 333 Portland Rd for reuse	Completed	5/1/2019	Clerk/Treasurer	
	Publish Site Reuse RFP	Completed	10/12/2018	Clerk/Treasurer	
	Wetland delineation	Completed	6/15/2019	Clerk/Treasurer	Heartland Ecological
	Preliminary geotechnical engineering	Completed	6/15/2019	Clerk/Treasurer	SCS Engineering
	Sell land to Parker Dow	Completed	8/15/2020	Clerk/Treasurer	
	Sell land to Ron Griffin	Aborted	8/15/2020	Clerk/Treasurer	Offer and counter offer expired
	Intern / Broker Zoom Presentations	In Progress	Present slide deck to broker and end user prospects; 1 site visit 4/15	Clerk/Treasurer / Intern Tyler Remmers	Slide deck reviewed by CDA 2/16/2021
	Execute Developer Agreement	Not Started	TBD	Clerk/Treasurer / Attorney	

FOCUS: Communication & Organizational Capacity

ITEM	GOAL	ACTION	GOAL/TASK METRICS	NOTES	PHASE / YEAR
ORG1	Engage residents with expanded online presence	Expand social media with focus on new residents	2,000 FB likes by August 2018	As of 8/20 = 1250	2016-2021
	Task	Status	Due Date	Assignee	Notes
	Weekly use of FB	On Going	On-going	Mo, Gabe, Kelli	DP & Library page also exists; all purposefully not coordinated.
	Promote use of Waterloo Events Button	Used mostly by Library	On-going	Kelli, Mo	Library only active user

ITEM	GOAL	ACTION	GOAL/TASK METRICS	NOTES	PHASE / YEAR
PRO2	Marketing databases & outreach to market area	PROJECT NEIGHBOR - Build digital market area lists for promotional opportunities	12 creative digital/social media outreach efforts		2019-2021
	Task	Status	Due Date	Assignee	Notes
	Concept review	Completed		Working Group	
	Set-up sign-up box	Completed		Clerk/Treasurer	
	Assemble public data	Completed	4/10/2018	Clerk/Treasurer	
	Create outreach communications	Completed	4/30/2018	Clerk/Treasurer	Mill / Cleveland contacts; Street Market; Park Events
	Update data & create outreach communications 2019-2020	Aged data; progress halted	Data used for elections & dog license reminder robo-calls & letters	Clerk/Treasurer	Under utilized

FOCUS: Housing

ITEM	GOAL	ACTION	GOAL/TASK METRICS	NOTES	PHASE / YEAR
HOU1	Incentivize new home construction	Waive all fees for new single-family home construction		Approved Concept	2019-2021
	Task	Status	Due Date	Assignee	Notes
	Consider continuing for 2019	Completed	12/31/2018	City Council	
	2018 outreach efforts	Completed	3/31/2018	Sue Moe	Flyer to real estate agents
	2019-2020 Outreach (Treyburn Farms Project)	Completed	monthly reports	Mayor / Clerk-Treasurer / Summer Intern	Only Lot #2 remains available

CITY OF WATERLOO

BALANCE SHEET
MARCH 31, 2021

412-TIF DISTRICT 2 FUND

ASSETS

412-11100	TREASURER'S CASH	256,058.01	
412-15800	DUE FROM AGENCY FUND TAXES	19,591.17	
	TOTAL ASSETS		275,649.18

LIABILITIES AND EQUITY

LIABILITIES

412-26100	DEFERRED REVENUE	19,591.17	
	TOTAL LIABILITIES		19,591.17

FUND EQUITY

412-34300	FUND BALANCE	482,159.92	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	(226,101.91)	
	TOTAL FUND EQUITY		256,058.01
	TOTAL LIABILITIES AND EQUITY		275,649.18

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>TIF DISTRICT 2 FUND</u>					
412-41-4111-000	TAX INCREMENTS	.00	61,717.30	81,435.00	19,717.70	75.8
	TOTAL TIF DISTRICT 2 FUND	.00	61,717.30	81,435.00	19,717.70	75.8
	<u>INTERGOVERNMENTAL REVENUE</u>					
412-43-4364-000	STATE AID EXEMPT COMPUTERS	.00	.00	780.00	780.00	.0
412-43-4366-000	STATE AID PERSONAL PROPERTY	.00	.00	2,030.00	2,030.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	2,810.00	2,810.00	.0
	<u>MISCELLANEOUS REVENUES</u>					
412-48-4800-000	MISC REVENUES	.00	.00	50,000.00	50,000.00	.0
412-48-4830-000	SALE OF CITY PROPERTY	.00	30,000.00	.00	(30,000.00)	.0
	TOTAL MISCELLANEOUS REVENUES	.00	30,000.00	50,000.00	20,000.00	60.0
	<u>OTHER FINANCING SOURCES</u>					
412-49-4918-000	TRANSFER FROM IMPACT FEES	4.47	4.47	.00	(4.47)	.0
	TOTAL OTHER FINANCING SOURCES	4.47	4.47	.00	(4.47)	.0
	TOTAL FUND REVENUE	4.47	91,721.77	134,245.00	42,523.23	68.3

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>LEGISLATIVE SUPPORT</u>					
412-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	.00	150.00	150.00	.0
	TOTAL LEGISLATIVE SUPPORT	.00	.00	150.00	150.00	.0
	<u>ATTORNEY</u>					
412-51-5130-211	ATTORNEY ATTORNEY FEES	1,370.50	1,370.50	150.00	(1,220.50)	913.7
	TOTAL ATTORNEY	1,370.50	1,370.50	150.00	(1,220.50)	913.7
	<u>CLERK - WAGES</u>					
412-51-5142-110	CLERK SALARY/CLERK	2,215.08	6,645.24	25,000.00	18,354.76	26.6
	TOTAL CLERK - WAGES	2,215.08	6,645.24	25,000.00	18,354.76	26.6
	<u>SPECIAL ACCTG AND AUDITING</u>					
412-51-5151-214	SPEC ACCTG & AUD PROF FEES	491.68	491.68	1,000.00	508.32	49.2
	TOTAL SPECIAL ACCTG AND AUDITING	491.68	491.68	1,000.00	508.32	49.2
	<u>ENGINEERING AND ADMINISTRATION</u>					
412-53-5310-215	ENG & ADMIN PROF FEES	.00	.00	2,500.00	2,500.00	.0
412-53-5310-380	TID 2 COMPUTER SUPPLY/MAINT	25.07	74.92	437.00	362.08	17.1
	TOTAL ENGINEERING AND ADMINISTRATION	25.07	74.92	2,937.00	2,862.08	2.6
	<u>ECONOMIC DEV-122 S. MONROE</u>					
412-56-5680-221	122 S MONROE ST ELECTRIC	.00	184.50	.00	(184.50)	.0
	TOTAL ECONOMIC DEV-122 S. MONROE	.00	184.50	.00	(184.50)	.0
	<u>CAPITAL PROJECT</u>					
412-57-5701-800	CAPITAL PROJ OUTLAY	126.00	3,781.62	71,489.00	67,707.38	5.3
412-57-5701-806	CAPITAL PROJ IMPROVEMENT PROG	5,000.00	5,000.00	.00	(5,000.00)	.0
	TOTAL CAPITAL PROJECT	5,126.00	8,781.62	71,489.00	62,707.38	12.3

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>TRANSFER TO DEBT SERVICE</u>					
412-59-5929-000	TRANSFER TO DEBT SERVICE	.00	300,275.22	103,350.00	(196,925.22)	290.5
	TOTAL TRANSFER TO DEBT SERVICE	.00	300,275.22	103,350.00	(196,925.22)	290.5
	TOTAL FUND EXPENDITURES	9,228.33	317,823.68	204,076.00	(113,747.68)	155.7
	NET REVENUE OVER(UNDER) EXPENDITURES	(9,223.86)	(226,101.91)	(69,831.00)		

CITY OF WATERLOO

BALANCE SHEET
MARCH 31, 2021

413-TIF DISTRICT 3 FUND

ASSETS

413-11100	TREASURER'S CASH	113,027.02	
413-15800	DUE FROM AGENCY FUND TAXES	21,169.25	
	TOTAL ASSETS		134,196.27

LIABILITIES AND EQUITY

LIABILITIES

413-26100	DEFERRED REVENUE	21,169.25	
	TOTAL LIABILITIES		21,169.25

FUND EQUITY

413-34300	FUND BALANCE	47,263.74	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	65,763.28	
	TOTAL FUND EQUITY		113,027.02
	TOTAL LIABILITIES AND EQUITY		134,196.27

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 413 - TIF DISTRICT 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>TAXES</u>					
413-41-4111-000	TAX INCREMENTS	.00	66,688.94	87,995.00	21,306.06	75.8
	TOTAL TAXES	.00	66,688.94	87,995.00	21,306.06	75.8
	<u>INTERGOVERNMENTAL REVENUE</u>					
413-43-4364-000	STATE AID EXEMPT COMPUTERS	.00	.00	320.00	320.00	.0
413-43-4365-000	STATE AID PERSONAL PROPERTY	.00	.00	904.00	904.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	1,224.00	1,224.00	.0
	<u>MISCELLANEOUS REVENUES</u>					
413-48-4800-000	MISC REVENUES	.00	.00	20,000.00	20,000.00	.0
	TOTAL MISCELLANEOUS REVENUES	.00	.00	20,000.00	20,000.00	.0
	TOTAL FUND REVENUE	.00	66,688.94	109,219.00	42,530.06	61.1

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 413 - TIF DISTRICT 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>LEGISLATIVE SUPPORT</u>					
413-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	.00	150.00	150.00	.0
	TOTAL LEGISLATIVE SUPPORT	.00	.00	150.00	150.00	.0
	<u>ATTORNEY</u>					
413-51-5130-211	ATTORNEY ATTORNEY FEES	434.00	434.00	.00	(434.00)	.0
	TOTAL ATTORNEY	434.00	434.00	.00	(434.00)	.0
	<u>SPECIAL ACCTG AND AUDITING</u>					
413-51-5151-214	SPEC ACCTG & AUD PROF FEES	491.66	491.66	1,500.00	1,008.34	32.8
	TOTAL SPECIAL ACCTG AND AUDITING	491.66	491.66	1,500.00	1,008.34	32.8
	<u>ENGINEERING AND ADMINISTRATION</u>					
413-53-5310-215	ENG & ADMIN PROF FEES	.00	.00	1,500.00	1,500.00	.0
	TOTAL ENGINEERING AND ADMINISTRATION	.00	.00	1,500.00	1,500.00	.0
	<u>TRANSFER TO DEBT SERVICE</u>					
413-59-5929-000	TRANSFER TO DEBT SERVICE	.00	.00	92,378.00	92,378.00	.0
	TOTAL TRANSFER TO DEBT SERVICE	.00	.00	92,378.00	92,378.00	.0
	TOTAL FUND EXPENDITURES	925.66	925.66	95,528.00	94,602.34	1.0
	NET REVENUE OVER(UNDER) EXPENDITURES	(925.66)	65,763.28	13,691.00		

CITY OF WATERLOO

BALANCE SHEET
MARCH 31, 2021

414-TIF DISTRICT 4 FUND

ASSETS

414-11100	TREASURER'S CASH	86,220.36	
414-15800	DUE FROM AGENCY FUND TAXES	6,765.11	
	TOTAL ASSETS		92,985.47

LIABILITIES AND EQUITY

LIABILITIES

414-26100	DEFERRED REVENUE	6,765.11	
	TOTAL LIABILITIES		6,765.11

FUND EQUITY

414-34300	FUND BALANCE	66,976.78	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	19,243.58	
	TOTAL FUND EQUITY		86,220.36
	TOTAL LIABILITIES AND EQUITY		92,985.47

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 414 - TIF DISTRICT 4 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>TIF DISTRICT 4 FUND</u>					
414-41-4111-000	TAX INCREMENTS	.00	21,311.36	28,119.98	6,808.62	75.8
	TOTAL TIF DISTRICT 4 FUND	.00	21,311.36	28,119.98	6,808.62	75.8
	<u>INTERGOVERNMENTAL REVENUE</u>					
414-43-4364-000	STATE AID COMPUTERS	.00	.00	239.00	239.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	239.00	239.00	.0
	TOTAL FUND REVENUE	.00	21,311.36	28,358.98	7,047.62	75.2

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021

FUND 414 - TIF DISTRICT 4 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>LEGISLATIVE SUPPORT</u>					
414-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	.00	150.00	150.00	.0
	TOTAL LEGISLATIVE SUPPORT	.00	.00	150.00	150.00	.0
	<u>SPECIAL ACCTG AND AUDITING</u>					
414-51-5151-214	SPEC ACCTG & AUD PROF FEES	491.66	491.66	500.00	8.34	98.3
	TOTAL SPECIAL ACCTG AND AUDITING	491.66	491.66	500.00	8.34	98.3
	<u>ENGINEERING AND ADMINISTRATION</u>					
414-53-5310-217	ENG & ADMIN WATER DISTRICT #1	1,576.12	1,576.12	.00	(1,576.12)	.0
	TOTAL ENGINEERING AND ADMINISTRATION	1,576.12	1,576.12	.00	(1,576.12)	.0
	TOTAL FUND EXPENDITURES	2,067.78	2,067.78	650.00	(1,417.78)	318.1
	NET REVENUE OVER(UNDER) EXPENDITURES	(2,067.78)	19,243.58	27,708.98		

CITY OF WATERLOO

BALANCE SHEET
MARCH 31, 2021

600-COMMUNITY DEVELOP AUTHORITY

ASSETS

600-11100	TREASURER'S CASH	49,019.51	
600-15800	DUE FROM AGENCY FUND TAXES	1,133.29	
	TOTAL ASSETS		50,152.80

LIABILITIES AND EQUITY

LIABILITIES

600-26100	DEFERRED REVENUE	1,133.29	
	TOTAL LIABILITIES		1,133.29

FUND EQUITY

600-34300	FUND BALANCE	20,356.81	
600-34310	PROFESSIONAL SVCS CARRYOVER	25,000.00	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	3,662.70	
	TOTAL FUND EQUITY		49,019.51
	TOTAL LIABILITIES AND EQUITY		50,152.80

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021
FUND 600 - COMMUNITY DEVELOP AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>TAXES</u>					
600-41-4111-000	LOCAL TAX-GENERAL FUND	.00	3,516.71	4,650.00	1,133.29	75.6
	TOTAL TAXES	.00	3,516.71	4,650.00	1,133.29	75.6
	<u>PUBLIC CHARGES FOR SERVICE</u>					
600-46-4674-000	MBC BUILDING RENTAL	275.00	675.00	2,400.00	1,725.00	28.1
	TOTAL PUBLIC CHARGES FOR SERVICE	275.00	675.00	2,400.00	1,725.00	28.1
	TOTAL FUND REVENUE	275.00	4,191.71	7,050.00	2,858.29	59.5

CITY OF WATERLOO
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 3 MONTHS ENDING MARCH 31, 2021
FUND 600 - COMMUNITY DEVELOP AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	<u>SPECIAL ACCTG COSTS</u>					
600-51-5151-399	SPECIAL ACCTNG COSTS - MISC	.00	.00	375.00	375.00	.0
	TOTAL SPECIAL ACCTG COSTS	.00	.00	375.00	375.00	.0
	<u>MAUNESHA BUSINESS CENTER</u>					
600-51-5162-221	MAUNESHA BUSINESS ELECTRIC	22.23	45.12	1,000.00	954.88	4.5
600-51-5162-222	MAUNESHA BUSINESS HEAT	134.99	244.75	750.00	505.25	32.6
600-51-5162-223	MAUNESHA BUSINESS WATER/SEWER	63.98	128.18	698.00	569.82	18.4
600-51-5162-290	MAUNESHA BUSINESS CLEAN CONTRA	40.00	80.00	1,160.00	1,080.00	6.9
600-51-5162-351	MAUNESHA BUSINESS REPAIRS/MAIN	.00	30.96	.00	(30.96)	.0
	TOTAL MAUNESHA BUSINESS CENTER	261.20	529.01	3,608.00	3,078.99	14.7
	<u>PLANNING AND CONSERVATION</u>					
600-56-5630-220	PROJECT CDA PROGRAMS	.00	.00	250.00	250.00	.0
	TOTAL PLANNING AND CONSERVATION	.00	.00	250.00	250.00	.0
	TOTAL FUND EXPENDITURES	261.20	529.01	4,233.00	3,703.99	12.5
	NET REVENUE OVER(UNDER) EXPENDITURES	13.80	3,662.70	2,817.00		

BIDDER'S COMPANY NAME: _____

CITY OF WATERLOO REQUEST FOR PROPOSAL CODE COMPLIANCE OFFICER SERVICES

Issued February 11, 2021

Submittal Deadline:
March 15, 2021, 3:00 p.m.

Prepared By:

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

v- 920-478-3025
f- 920-478-2021
email – cityhall@waterloowi.us
web – www.waterloowi.us

REQUEST FOR PROPOSALS
CODE COMPLIANCE OFFICER SERVICES
February 11, 2021

The City of Waterloo ("City") is seeking proposals from individuals with municipal code enforcement and code compliance work history and/or a building inspection firms with qualified individuals as employees -- to provide contract Code Compliance Officer Services. The desired contract term is three years. The individual or firm submitting a reply to this request should have at least two (2) years of experience in this area of work, or comparable.

One digital copy must be received no later than March 15, 2021, 3:00 p.m. Proposals delivered or received after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement. The Proposal must be submitted via email with "Code Compliance Services" in the subject and addressed to: cityhall@waterloowi.us. Inquiries regarding this RFP should be directed to the Clerk/Treasurer at 920-478-3025, mhansen@waterloowi.us.

BACKGROUND

The City of Waterloo located in Jefferson County has a population of 3,341. The City operates under a Mayor-Council form of government. It currently contracts with SafeBUILT for building inspection services including plan review and the issuance of permits for new construction.

This request for proposal is specific to code compliance services.

SCOPE OF SERVICES

The City is requesting proposals from firms or individuals, hereinafter referred to as "Contractor", for code compliance services. The anticipated start of services under the proposed contract would begin April 15, 2021.

The Contractor shall be required to perform the following job functions in a manner consistent with Wisconsin Uniform Dwelling Code and other state and municipal codes relating to the elimination of blight. Anticipated hours per month are estimated at five to ten.

1. Coordinate all issues related property maintenance.
2. Ensure code compliance by:
 - a. Conducting community inspections to identify code violations.
 - b. Efficiently responding to citizen complaints pertaining to code violations in a timely manner understanding that hours per month are very modest.
 - c. Issuing noncompliance orders.
 - d. Making recommendations on variances and appeals relating to noncompliance orders.
 - e. Compile data for monthly reports as required by the Waterloo Community Development Authority.
 - f. Appear as a witness during legal proceedings.
3. Coordinate with the Police Department relating to citations and enforcement communications.
4. Prepare and keep current public information on the municipal website and elsewhere as it pertains to code violations and code compliance.
5. Categories of code non-compliance will include, but are not limited to:
 - a. Blight as defined by state and municipal code.
 - b. Inoperable and junked vehicles.
 - c. Outdoor storage of recreational vehicles, equipment and outdoor storage generally.
 - d. Junk, trash and debris.
 - e. Noxious weeds.
 - f. Downspout and sump pump discharges.

REQUIREMENTS

All records shall remain on-site at the Waterloo Municipal Building. All the municipal records and all other such inspections information and records as developed by the individual/firm for the City shall be records of the City and shall be owned and possessed by the City.

The City will provide suitable office space in City Hall and will provide internet access, and file cabinets. In addition, the contractor will have use of a copier, scanner and fax machine. The office space and equipment shall only be used for City code compliance work.

The individual/firm selected will not be permitted to assign, subcontract or transfer the work of providing code compliance services without the prior written approval of the City.

To the fullest extent permitted by law, the individual/firm, its agents, servants, officers or employees shall indemnify and hold harmless the City, including, but not limited to, its respective elected and appointed officials, officers, employees and agents, from all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the contractor during the contractor's performance of the agreement.

The contractor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action, arising from any act or omission of the contractor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the municipality.

Limits of liability shall not be less than:

	With-in Statutory Requirements
Workers Compensation	
Bodily injury per person	\$1,000,000
Property Damage each occurrence	\$1,000,000
Comprehensive Auto Liability	
Including Non-Ownership Coverage	
Per occurrence	\$1,000,000
Professional Liability (errors & omissions)	\$1,000,000

The City shall not be liable for any costs incurred by the bidder in responding to this Request for Proposal, or for any costs associated with discussions required for clarification of items related to this proposal.

The City reserves the right to reject all submittals, waive any irregularities, reissue all or part of this Request for Proposal, and not award any contract, all at its discretion and without penalty.

SELECTION CRITERIA

In addition to an acceptable compensation rate, the successful contractor will be the one that most successfully demonstrates the following:

1. Working knowledge of, and experience with code compliance.
2. Knowledge and understanding of all applicable codes.
3. Successful experience in providing code compliance services to a municipality of similar size.
4. An ability to ensure regular inspection coverage.
5. Demonstration of a high level of accuracy in code compliance matters.
6. Evidence of positive client interaction/service from previous or existing municipal clients.
7. Familiarity with Waterloo.

FORM OF PROPOSAL

One digital copy must be received no later than March 15, 2021, 3:00 p.m. Proposals delivered or received after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement. The Proposal must be submitted via email with "Code Compliance Services" in the subject and addressed to: Mo Hansen, Clerk-Treasurer: cityhall@waterloowi.us

All proposals shall be made as follows:

1. Cover Letter
2. Detailed response to all SELECTION CRITERIA, above.
3. Detailed Financial Proposal to include:
 - a. Compensation rate to provide the services described in the above and in accordance with the laws of the State of Wisconsin.
4. Names and qualifications of key employees including the name and qualifications of the person in the contractor's employ who will be primarily responsible for code compliance activities for the City.
5. The proposals shall identify references from municipal clients for which the firm/individual to be assigned as the City's point of contact for the work to be performed has provided inspection services within the past three (3) years. References must include the name, title, address and business phone number of the contact person.
6. Identify the date when the bidder will be available to begin providing inspection services to the City.
7. All individuals/firms submitting proposals are advised to carefully inspect the City, the entire records and facilities of the City and examine the above referenced specifications for the proposed work and judge for themselves the circumstances affecting the cost of the work or the time requirements for its completion. Failure to do so will not relieve the successful bidder of the obligation to furnish and perform the work, to carry out the provisions of the contract, and to complete the contemplated work for consideration set forth in this proposal.
8. Any additional information which you/your firm feels necessary.

During the evaluation process, the City reserves the right to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the contractor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the contractor selected.

It is anticipated the selection of an inspection contractor will be completed by April 1, 2021.

Mo Hansen

From: Mo Hansen
Sent: Monday, April 19, 2021 10:44 AM
To: Richard Weihert
Cc: Jeni Quimby; Tyler Remmers; Mike Tschanz; Andrew Lewandowski (ajlewandowski@uwalumni.com); HenningB@waterloo.k12.wi.us; Janae OConnell; Charles Kuhl; leeannwoods@icloud.com; Jeanette Petts
Subject: RE: 333 Portland Rd / Tyler Remmers feedback and next steps

Rich,

Thanks for the questions in advance of this 4/20 Community Development Authority meeting topic. **My replies in red.**

From: Richard Weihert <richweihert1911@gmail.com>
Sent: Monday, April 19, 2021 9:31 AM
To: Mo Hansen <mhansen@waterloowi.us>
Cc: Jeni Quimby <mayor@waterloowi.us>; Tyler Remmers <tremmers2@wisc.edu>; Mike Tschanz <mtschanz@waterloowi.us>; Andrew Lewandowski (ajlewandowski@uwalumni.com) <ajlewandowski@uwalumni.com>; HenningB@waterloo.k12.wi.us; Janae OConnell <janaeloconnell@gmail.com>; Charles Kuhl <alderatlargea@waterloowi.us>; leeannwoods@icloud.com; Jeanette Petts <alder4-5@waterloowi.us>
Subject: Re: 333 Portland Rd / Tyler Remmers feedback and next steps

Mo,

If i understand your recommendation correctly, you are recommending that the seller (City) split the broker fees (6%) for the value of the project. I have a few questions.

- **Tyler Remmer's outreach to Wisconsin brokers and also those in the industry, but with no skin in the game (out-state), indicated a 6% commission split between buyer's broker and seller's broker is a conventional arrangement.**

- 1. Who pays the other 3%? Because the City is trying to spur development, we would likely also subsidize a component of the Buyers project costs to get them across the finish line, therefore TID #3 would pay the full commission amount.**
- 2. How much money is the City liable for in the scenario? How much is in the TID to pay for the 6% of the unknown value? See charts with varying brokerage scenarios based on the project value. A scenario based on the value of the land is shown last.**

Corrected Tables

Example Calculations				
Brokerage Rates	New Taxable Value	Full Broker Commission	Annual New Tax Increment	Break Even
3.00%	\$ 500,000	\$15,000	\$ 12,705.00	1.2
3.00%	\$ 1,000,000	\$30,000	\$ 25,410.00	1.2
3.00%	\$ 2,500,000	\$75,000	\$ 63,525.00	1.2
3.00%	\$ 3,000,000	\$90,000	\$ 76,230.00	1.2
Example Calculations				
Brokerage Rates	New Taxable Value	Full Broker Commission	Annual New Tax Increment	Break Even
2.50%	\$ 500,000	\$12,500	\$ 12,705.00	1.0
2.50%	\$ 1,000,000	\$25,000	\$ 25,410.00	1.0
2.50%	\$ 2,500,000	\$62,500	\$ 63,525.00	1.0
2.50%	\$ 3,000,000	\$75,000	\$ 76,230.00	1.0
Example Calculations				
Brokerage Rates	New Taxable Value	Full Broker Commission	Annual New Tax Increment	Break Even
2.00%	\$ 500,000	\$10,000	\$ 12,705.00	0.8
2.00%	\$ 1,000,000	\$20,000	\$ 25,410.00	0.8
2.00%	\$ 2,500,000	\$50,000	\$ 63,525.00	0.8
2.00%	\$ 3,000,000	\$60,000	\$ 76,230.00	0.8
Example Calculations				
Typical Broker Commission	Land Value Commission Rates	Taxable Value	Up-Front Broker Commission	
\$261,000	6.00%	n/a	\$15,660	
\$261,000	6.00%	n/a	\$15,660	
\$261,000	6.00%	n/a	\$15,660	

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**

2 ■ **PROPERTY DESCRIPTION:** Street address is: 333 Portland Rd
3 in Section _____ in the City of Waterloo, County of Jefferson,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.

5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: TIF incentives through 2036
7 _____

8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9 _____

10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**

12 ■ **LIST PRICE:** _____ Dollars (\$ N/A).

13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** Seller represents that all or some of the Property is
14 enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,
15 agreements or conservation easements, (county, state or federal): _____
16 _____

17 ■ **USE VALUE ASSESSMENT:** Seller represents that (all or some of the Property) (none of the Property) STRIKE ONE
18 has been assessed as agricultural property under use value law.

19 ■ **SPECIAL ASSESSMENTS:** Seller represents that the Property is subject to the following special assessments:
20 _____

21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** Seller represents that the Property is subject
22 to the following special zoning, land use, development restrictions or other conditions affecting the Property:
23 _____

24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) STRIKE ONE a right of first refusal on part or all of the Property.

25 ■ **ZONING:** Seller represents that the property is zoned: Industrial

26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
28 _____; gas _____; municipal sewer _____;
29 municipal water _____; telephone _____;
30 cable _____; other _____

31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: Internet marketing, signage, mailings, cold calls,
34 showings etc. The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: _____
36 _____

37 _____ Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
38 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
39 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.

39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**

40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.

43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers _____
45 _____ are excluded from this Listing until _____

46 [INSERT DATE]. These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.

48 **COMPENSATION TO OTHERS** The Firm offers the following commission to cooperating firms: See Addendum A
49 _____ (Exceptions if any): _____

50 **COMMISSION** The Firm's commission shall be See Addendum A.
51 _____

52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

5) A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above, the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer submitting the written offer has the ability to complete the buyer's obligations under the written offer. The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys, exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by divorce judgment.

■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at the earlier of closing or the date set for closing, even if the transaction does not close, unless otherwise agreed in writing.

■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- Under 1) or 2) the total consideration between the parties in the transaction.
- Under 3) or 4) the list price if the entire Property is involved.
- Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for which there was an effective change in ownership or control.
- Under 5) the total offered purchase price.

NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining Property.

BUYER FINANCIAL CAPABILITY The Firm and its agents are not responsible under Wisconsin statutes or regulations to qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any offer to purchase or contract.

LIEN NOTICE The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

DISCLOSURE TO CLIENTS

Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe certain duties to all parties to a transaction:

- (a) The duty to provide brokerage services to you fairly and honestly.
- (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it, unless disclosure of the information is prohibited by law.
- (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the information is prohibited by law. (See lines 245-248.)
- (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your confidential information or the confidential information of other parties. (See lines 151-166.)
- (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the advantages and disadvantages of the proposals.

BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT. A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:

- (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect your transaction, unless you release the firm from this duty.
 - (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse Facts.
 - (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests that are within the scope of the agency agreement.
 - (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless required by law, give information or advice to other parties who are not the firm's clients, if giving the information or advice is contrary to your interests.
- If you become involved in a transaction in which another party is also the firm's client (a "multiple representation relationship"), different duties may apply.

MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY

■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
 117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
 118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
 119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
 120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
 121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
 123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
 124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
 125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
 126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
 128 services to more than one client in the transaction.

129 CHECK ONLY ONE OF THE THREE BELOW:

130 ☐ The same firm may represent me and the other party as long as the same agent is not representing us
 131 both. (multiple representation relationship with designated agency)

132 ☒ The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
 133 more different agents are involved. (multiple representation relationship without designated agency)

134 ☐ The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
 135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
 137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
 138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
 139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
 140 **you should ask your firm before signing the agency agreement.**

141 SUBAGENCY

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
 143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
 144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
 145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
 147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
 148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
 150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ■ **CONFIDENTIALITY NOTICE TO CLIENTS:** The Firm and its agents will keep confidential any information given to
 152 the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person
 153 would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to
 154 disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm
 155 is no longer providing brokerage services to you.

156 The following information is required to be disclosed by law:

157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).

158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
 159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
 161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
 162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION:** _____

164 _____

165 **NON-CONFIDENTIAL INFORMATION** (The following may be disclosed by the Firm and its agents): _____

166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
 168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
 169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
 170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
 171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
 172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____

173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** Seller agrees to complete the vacant land disclosure report provided by the
 206 Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after
 207 completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to
 208 distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the
 209 Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** Seller represents to the Firm that as of the date of this Listing,
 211 Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land
 212 disclosure report.

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

- b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations under a contract or agreement made concerning the transaction.
- **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the event occurred and by counting subsequent calendar days.
- **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.
- **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.
- CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**
- **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or affects or would affect the party's decision about the terms of such a contract or agreement.
- **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees, directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations, partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in whole or in part whether created before or after expiration of this Listing.
- **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
- **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of this Listing:
- 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term of this Listing;
 - 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential terms upon which the buyer might acquire an interest in the Property; or
 - 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the individuals in the Listing; or,
 - b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
- A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on lines 191-195.
- NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money, the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch. REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment to the Firm shall not terminate this Listing.
- OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing. Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal property belonging to current tenants, sold to the buyer or left with the buyer's consent.
- NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov> or by telephone at (608)240-5830.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Listing, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 293-312.

(1) **Personal Delivery**: giving the document or written notice personally to the party, or the party's recipient for delivery if named at line 295 or 296.

Seller's recipient for delivery (optional): Mo Hanson, City of Waterloo Clerk/Treasurer

Firm's recipient for delivery (optional): Ben Filkouski, Madison Commercial Real Estate LLC

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

Seller: () Firm: ()

(3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296, for delivery to the party's delivery address at line 305 or 306.

(4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line 305 or 306.

Delivery address for Seller: _____

Delivery address for Firm: _____

☒ (5) **E-Mail**: electronically transmitting the document or written notice to the party's e-mail address, if given below at line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically as required by federal law.

E-Mail address for Seller: mhansen@waterloowi.us

E-Mail address for Firm: ben.filkouski@madisoncommercialre.com

ADDITIONAL PROVISIONS Property will be marketed as "no cost land acquisition" to buyer with TIF incentives through 2036.

ADDENDA The attached addenda Addendum A

is/are made part of this Listing.

TERM OF THE CONTRACT From the 21st day of April, 2021, up to the earlier of midnight of the 20th day of April, 2022, or the conveyance of the entire Property.

BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS INCORPORATED INTO THE LISTING.

(x) _____
327 Seller's Signature ▲ Print Name } Date ▲

(x) _____
329 Seller's Signature ▲ Print Name } Date ▲

(x) _____
331 Seller's Signature ▲ Print Name } Date ▲

(x) _____
333 Seller's Signature ▲ Print Name } Date ▲

334 _____
335 Seller Entity Name (if any) Print Name ▲

(x) _____
337 Authorized Signature ▲ Date ▲
338 Print Name & Title }

339 Madison Commercial Real Estate LLC

340 Firm Name ▲

(x) _____
342 Agent's Signature ▲ Print Name } Ben Filkouski & Mike Herl Date ▲

ADDENDUM A TO WB-3 VACANT LAND LISTING CONTRACT
by and between
Ben Filkouski of Madison Commercial Real Estate LLC (“Seller’s Agent” or “Agent”)
and
City of Waterloo (“Seller”)

This Addendum (“Addendum A”) is attached to, and made a part of, the WB-3 Vacant Land Listing Contract (“Contract”) dated April 21, 2021, submitted by Madison Commercial Real Estate LLC, (“Seller’s Agent”) for real estate located at 333 Portland Rd, in the City of Waterloo, in the County of Jefferson, in the State of Wisconsin as described in the Contract. The terms of this Addendum shall supersede any conflicting provisions in the Contract.

1. Line item 48-49 – COMPENSATION TO OTHERS: The Firm offers the following commission to cooperating firms: Three Percent (3%) commission if the commissions being paid are based off of the land value or One & ½ Percent (1.5%) if the commissions being paid are based off of the appraised value of the completed construction, whichever is greater.
2. Line item 50-51 – COMMISSION: The Firm’s commission shall be Six Percent (6%) of the land value or Three Percent (3%) of the appraised value of the completed construction on the site. Whichever commission amount is greater shall be paid to the brokerage, Madison Commercial Real Estate LLC.
3. After the initial term, this listing contract will renew automatically on a month-to-month basis and will be subject to the same terms & conditions as the initial listing term. Either party may cancel the listing with 30 days written notice to the other party.
4. Madison Commercial Real Estate LLC is open to co-brokerage if a buyer is brought to the site by another real estate salesperson/broker.

Waterloo Community Development Authority -- Annual Calendar

Preferred meeting night: 3rd Tuesday of month at 6:00 pm

Recurring monthly review and action (1) CDA Implementation Plan Progress; (2) Grant Application Tracking

JANUARY <ul style="list-style-type: none">- evaluate CDA Progress Measures- finalize prior year Annual Report
FEBRUARY <ul style="list-style-type: none">- notify Mayor of member reappointment interest- align/modify CDA Progress Measures as needed- submit Annual Report to City Council
MARCH <ul style="list-style-type: none">- notify Mayor of member reappointment interest- Push to closeout incomplete prior year items
APRIL <ul style="list-style-type: none">- Mayoral appointments- Push to closeout incomplete prior year items
MAY <ul style="list-style-type: none">- CDA election of Chair and Vice Chair- evaluate CDA Progress Measures
JUNE <ul style="list-style-type: none">- start future year budget submittal- review of tax increment finance district progress
JULY <ul style="list-style-type: none">- review of tax increment finance district progress- future year budget planning- align CDA Progress Measures with budget planning- reaffirm or jettison all active programs and projects
AUGUST <ul style="list-style-type: none">- future year budget submittal to Finance, Insurance & Personnel Committee, including tax incremental finance funds
SEPTEMBER <ul style="list-style-type: none">- evaluate CDA Progress Measures
OCTOBER <ul style="list-style-type: none">- <u>s</u>trength, <u>w</u>eaknesses <u>o</u>pportunities & <u>t</u>hreats (SWOT) exercise
NOVEMBER <ul style="list-style-type: none">- community outreach
DECEMBER <ul style="list-style-type: none">- community outreach- review staff draft, Annual Report to City Council- update calendar