



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

**CITY OF WATERLOO COUNCIL AGENDA**  
**COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET**  
**Thursday, May 6, 2021 – 7:00 p.m. via remote conference for participants and public**

Remote Meeting Instructions

Meeting link: <https://us02web.zoom.us/j/84688419054?pwd=UHoyd21RWDRsdVkyZldQbmtseWhZdz09>  
 Meeting ID: 846 8841 9054      Passcode: 095970

Dial-in By Phone  
 +1 312 626 6799 US (Chicago)  
 Meeting ID: 846 8841 9054      Passcode: 095970

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

**\*\*\* ANNUAL ORGANIZATIONAL MEETING \*\*\***

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
2. ORGANIZATIONAL MATTERS
  - a. Discussion Of Organizational Opportunities
  - b. Resolution 2021-13 Appointing The Official Newspaper, Depositories And Auditors
  - c. Election of Council President As Specified In Chapter 30-1 (F) Of The Waterloo Code
  - d. Resolution 2021-14 Council Confirmation Of Mayoral Appointments & Council Standing Committees
  - e. Resolution 2021-15 Confirmation Of Waterloo Fire Department Appointments
  - f. Resolution 2021-19 Commending And Thanking Raynelle Butzine, Fran Gartner and Jeff Robbins For Their Years Of Public Service To The City Of Waterloo And Wishing Them Enjoyable Retirements
3. ANNUAL ORGANIZATIONAL MEETING ADJOURNMENT

**\*\*\* REGULARLY SCHEDULED CITY COUNCIL BUSINESS \*\*\***

1. MEETING MINUTES APPROVAL: April 15, 2021
2. CITIZEN INPUT / PUBLIC COMMENT
3. COUNCIL NOTICE -- PUBLISHED NOTICES
  - a. Notice To Cut Or Destroy Noxious Weeds
  - b. Notice Of Pending Intoxicating Liquor And/or Fermented Malt Beverage Licenses Beginning July 1, 2021 and Ending June 30, 2022.
4. MEETING SUMMARIES (since last Council meeting)
 

a. 4/19 & 4/27 Administrative Appeal Review Board	b. 4/20 Community Development Authority
c. 4/27 Plan Commission	d. 5/4 Water & Light Commission
e. 5/6 Public Safety & Health Committee	f. Public Works & Property Committee
5. UNFINISHED BUSINESS
  - a. Resolution 2021-10 Entering Into A Developer Agreement, City of Waterloo And JGP Land Development LLC, DeYoung Farm Subdivision (Remainder)
6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
  - a. Community Development Authority
    - i. Resolution 2021-16 Entering Into A Real Estate Listing Contract With Madison Commercial

Real Estate LLC – 333 Portland Road

- b. Plan Commission
  - i. Resolution 2021-17 Adopting A Comprehensive Plan Update

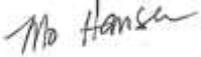
7. NEW BUSINESS

- a. Resolution 2021-18 Entering Into An Outdoor Recreation Aids Grant Contract With The Wisconsin Department Of Natural Resources (Urban Green Space Grant #UGS3211221; \$17,137.50)

8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

- a. Retirement Celebration For Raynelle Butzine, Fran Gartner and Jeff Robbins – May 12 at 4 pm  
Firemen's Park Pavilion

9. ADJOURNMENT



Mo Hansen  
Clerk/Treasurer

Posted & Emailed: 05/01/2021

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



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**RESOLUTION #2021-13**

**ANNUAL COUNCIL APPOINTMENTS  
OFFICIAL NEWSPAPER, OFFICIAL DEPOSITORIES AND OFFICIAL AUDITORS**

The Common Council of the City of Waterloo, Wisconsin does hereby make the following appointments and delegations:

- The Courier, official newspaper for the City of Waterloo;
- The Council hereby delegates authority to appoint the official depositories for the City of Waterloo to the Mayor in consultation with the Clerk/Treasurer.
- Baker Tilly Virchow Krause LLP, official auditors for the City of Waterloo;

**BE IT RESOLVED**, that the Common Council formally approves the appointments until the 2022 Council Organizational Meeting.

Adopted: \_\_\_\_\_, 2021

**City of Waterloo**

Signed: \_\_\_\_\_  
Jenifer Quimby, Mayor

Attest:

\_\_\_\_\_  
Mo Hansen, Clerk/Treasurer

SPONSOR(S) – Mayor



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## RESOLUTION #2021-14 COUNCIL CONFIRMATION OF MAYORAL APPOINTMENTS

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

**WHEREAS**, the Municipal Code directs the Mayor to appoint members of the Common Council to standing committees of the Council, and whereas the Mayor has made the following standing committee appointments,

- Finance, Insurance & Personnel Committee: **Thomas**, Kuhl and Rhynes
- Public Safety & Health Committee: **Thomas**, Griffin and Rhynes
- Public Works & Property Committee: **Petts**, Schoenwetter and Weihert
- Community Development Authority: **Petts**, Weihert and Kuhl

[NOTE: **Bold** designates appointed committee chair.]

**WHEREAS**, the municipal code directs the Mayor to appoint citizens to various Boards, Commissions and Committees, and whereas the Mayor has made the following appointments,

- Administrative Review Appeals Board
  - Jeanette Petts, Council Representative (term expiring 2022)
  - Mayor Jenifer Quimby (term expiring 2022)
  - Vacancy (term expiring 2024)
- Board of Review
  - Kay Radloff (term expiring 2026)
  - Vacancy (term expiring 2025)
- Board of Zoning Appeals
  - Lindsay Reynolds (term expiring 2024)
  - Jason Schoenwetter (term expiring 2025)
  - Vacancy, Alternate (term expiring 2024)
  - Vacancy, Alternate (term expiring 2022)
- CATV Regulatory Board:
  - Dale Van Holten (term expiring 2024)
  - Vacancy (term expiring 2022)
- Community Development Authority
  - Rich Weihert, Council Representative (term expiring 2024)
  - Kaitlin Sharpe (term expiring 2024)
  - Janae O'Connell (term expiring 2024)
  - Vacancy (term expiring 2022)
- Emergency Response Plan Committee
  - Tim Thomas, Council Representative (term expiring 2022)

- Joint Review Board For Tax Incremental Finance  
Keri Sellnow (term expiring 2022)
- Library Board  
Tim Thomas, Council Representative (term expiring 2022)  
Andrew Lewandowski (term expiring 2023)
- Parks Commission  
Rich Weihert, Council Representative (term expiring 2022)  
Jim Setz, Citizen (term expiring 2024)  
Vacancy (term expiring 2024)
- Plan Commission  
Jeanette Petts, Council Representative (term expiring 2022)  
Michael Lannoy (term expiring 2024)  
Robert Crosby (term expiring 2024)
- Police Committee  
Timothy Nelson, Chairperson (term expiring 2022)  
Timothy Nelson (term expiring 2024)
- Water & Light Commission (appointment date effect October 1, 2021)  
Tom Bergan (term expiring 2026)
- Weed Commissioner: Chad Yerges, Public Works Director (term expiring 2022)

**BE IT RESOLVED**, that the City Council confirms the Mayoral appointments listed above and thanks those serving.

**Adopted:** \_\_\_\_\_, 2021

**City of Waterloo**

Signed: \_\_\_\_\_  
Jenifer Quimby, Mayor

Attest:

\_\_\_\_\_  
Morton J. Hansen  
Clerk/Treasurer

SPONSOR(S) – Mayor Quimby

FISCAL NOTE – Board of Review members receive \$25 per day; Plan Commission members receive \$15 per meeting; Board of Zoning Appeals receives \$10 per meeting.



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**RESOLUTION #2021-15**

**CONFIRMATION OF WATERLOO FIRE DEPARTMENT APPOINTMENTS  
AS DIRECTED IN SECTION §57-2 OF THE MUNICIPAL CODE**

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

**WHEREAS**, Wesley L. Benisch was appointed Fire Chief in 2019, expiring in 2022, and;

**WHEREAS**, the following individuals have been appointed by the Fire Chief to the Waterloo Fire Department and presented on this night;

**THEREFORE, BE IT RESOLVED**, the City Council of the City of Waterloo, Wisconsin, does confirm the appointments made by the Fire Chief and thanks them for their service to the community.

**Passed and adopted:** \_\_\_\_\_, 2021.

**City of Waterloo**

Signed: \_\_\_\_\_  
Jenifer Quimby, Mayor

Attest:

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Mo Hansen  
Clerk/Treasurer

SPONSOR(S) — Fire Chief Wesley Benisch  
FISCAL NOTE — See below for Department wage schedule information

**WATERLOO FIRE DEPARTMENT APPOINTMENTS  
04/16/2020 THROUGH 04/15/2021**

Employee #	Name	Department	Hire Date
2066	SENTI, SAMUEL	EMT	05/26/2020
2067	BUTZINE, JONATHAN	FIRE	08/24/2020
2068	BAHR, HEATHER	FIRE	10/28/2020
2069	LAMKE, MEGAN	FIRE	10/28/2020
2070	ODALYS, GLORIA	FIRE	12/22/2020
2071	SAMANIEGO, ANGEL	FIRE	01/26/2021
2072	RICARDO, RUIZ	EMT	02/05/2021
			<b>Retired/Left Dept</b>
	SENTI, SAMUEL	EMT	02/03/2021
	MAGRITZ, JUSTIN	FIRE	03/22/2021
	WAGNER, GAIL	EMT	03/22/2021

EMPLOYEE POSITION	EFFECTIVE 01/01/2021	
Fire Chief	\$ 4,000.00	per year - pay June & December
Asst. Fire Chief	\$ 2,000.00	per year - pay June & December
1st Captain	\$ 900.00	per year - pay June & December
2st Captain	\$ 900.00	per year - pay June & December
1st Lieutenant – 2 Full Time Personnel	\$ 750.00	per year - pay June & December
2nd Lieutenant	\$ 750.00	per year - pay June & December
EMS Coordinator	\$ 800.00	per year - pay June & December
Asst. EMS Coordinator	\$ 600.00	per year - pay June & December
Secretary	\$ 600.00	per year - pay June & December
Public Information Officer	\$ 250.00	per year - pay June & December

Fire Training & EMS Training	\$ 10.00	per session - pay annually
Fire Supplemental Training & EMS Supplemental Training	\$ 3.00	per session - pay annually
Fire Call	\$ 18.00	per fire call - pay monthly
Fire Station (EMS calls & Fire calls)	\$ 1.00	per EMS call - pay monthly or per fire call – pay annually
EMS call Extra	\$ 18.00	per call - pay monthly
AEMT/Crew Chief	\$ 16.00	per call - pay monthly
EMT or AEMT in EMT position	\$ 14.00	per call - pay monthly
Driver w/EMR, AEMT or EMT in Driver position or EMR in EMT position	\$ 12.00	per call - pay monthly
Driver w/o EMR	\$ 10.00	per call - pay monthly
AEMT or EMT or Driver w/EMR on call	\$ 3.00	per hour - pay monthly
Driver w/o EMR	\$ 2.00	per hour - pay monthly
Training Session	\$ 40.00	per day - all day training
Training Session	\$ 20.00	per day - 1/2 day training



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## RESOLUTION #2021-19

### Commending And Thanking Raynelle Butzine, Fran Gartner and Jeff Robbins For Their Years Of Public Service To The City Of Waterloo And Wishing Them Enjoyable Retirements

**Whereas**, Raynelle Butzine (1987, Police Department & Clerk/Treasurer's Office), Fran Gartner (1990, Police Department) and Jeff Robbins (1994, Public Works Department) have served as City of Waterloo employees for a combined total of eighty-seven years, and each has recently retired as City employees, and;

**Whereas**, on behalf of all of Waterloo's citizens -- past, present and future -- we take this opportunity to commend them each, and individually, for the dedication to the City of Waterloo each has displayed for these many years, and;

**Whereas**, the work of each is to be not only commended, but to be remembered and held up as strong and worthy examples for current and future municipal employees to emulate and to learn from, and;

**Whereas**, Raynelle Butzine, Fran Gartner and Jeff Robbins -- each in their own way -- have been shining examples of public service.

**Therefore, Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it does hereby share a heart-felt thank you to Raynelle Butzine, Fran Gartner and Jeff Robbins for their dedicated public service to the City of Waterloo and wishes them, each, years of enjoyable retirement.

**Therefore, Be It Further Resolved**, by the City of Waterloo Common Council, that it hereby declares Wednesday, May 12, 2021 as **"Thank You Raynelle, Fran & Jeff Day!"** and invites all to join in a 4:00 pm celebration at the Firemen's Park Pavilion on that day.

**PASSED AND ADOPTED** this \_\_\_\_\_, 2021.

**City of Waterloo**

Signed:

\_\_\_\_\_  
Mayor Jenifer Quimby

Attest:

\_\_\_\_\_  
Mo Hansen, Clerk/Treasurer

**CITY OF WATERLOO COMMON COUNCIL MEETING MINUTES: April 15, 2021**

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

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Rhynes, Schoenwetter, Kuhl, Griffin, Thomas and Petts. Absent Stinnett with Alder-elect Rich Weihert attending as a non-voting participant. Others attending remotely or in-person: Justin Hoagland, Baker Tilly; Don Nell; Amber Gerber with the Courier; Parks Coordinator Gabe Haberkorn; Public Works Director Chad Yerges; WLOO videographers; and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
- 2. MEETING MINUTES APPROVAL: April 1, 2021. MOTION: Moved by Schoenwetter, seconded by Rhynes to approve the minutes presented. VOICE VOTE: Motion carried.
- 3. CITIZEN INPUT / PUBLIC COMMENT. None.
- 4. MEETING SUMMARIES. Brief verbal comments provided (see [meeting minutes online](#))

a. 4/6 Utility Commission	d. 4/14 Cable TV Regulatory Board
b. 4/13 Library Board	e. 4/15 Finance, Insurance & Personnel Comm.
c. 4/14 Parks Commission	

- 5. CONSENT AGENDA ITEMS. MOTION: Moved by Petts, seconded by Griffin to approve. VOICE VOTE: Motion carried.

a. March Reports Of City Officials And Contract Service Providers

i. Parks	iv. Public Works	vii. Water & Light Utility Commission
ii. Fire & EMS	v. Police	viii. Watertown Humane Society
iii. Building Inspections	vi. Library Board	

6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS

a. Finance, Insurance & Personnel Committee

i. February 2021 Financial Statements

- 1. General Disbursements, \$231,254.55. MOTION: Moved by Thomas, seconded by Kuhl to approve disbursements as stated. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Thomas, Griffin and Petts. Noes: none. Motion carried.
- 2. Payroll, \$73,668.80. MOTION: Moved by Thomas, seconded by Schoenwetter to approve payroll as stated. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Thomas, Griffin and Petts. Noes: none. Motion carried.
- 3. Treasurer’s Report & Budget Reports. MOTION: Moved by Thomas, seconded by Schoenwetter to accept the reports. VOICE VOTE: Motion carried.

ii. Ordinance #2021-03 Rescinding Ordinance #2020-02 And Amending Section §53-4 Budget Reverting To An Annual Budget Process With Anticipated Future Process Modifications. MOTION: Moved by Thomas, seconded by Griffin to approve the ordinance. VOICE VOTE: Motion carried.

b. Public Works & Property Committee

i. Resolution #2021-12 Authorizing The Purchase Of, And Directing The Creation Of A Budget Amendment For, A Public Works Department Skid Steer Equipment Purchase In An Amount Not To Exceed \$17,900. MOTION: Moved by Petts, seconded by Griffin to approve the resolution. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Thomas, Griffin and Petts. Noes: none. Motion carried.

c. Public Safety & Health Committee

i. Ordinance #2021-02 Amending Section § 278 Peace and Good Order Of The Municipal Code As It Relates To Trapping. MOTION: Moved by Thomas, seconded by Schoenwetter to approve the ordinance as presented. VOICE VOTE: Motion carried.

7. NEW BUSINESS

- a. 2020 Audit Presentation, Baker Tilly. Justin Hoagland presented 2020 audit findings focusing on the last eight pages (appendix E) of the Reporting And Insights From 2020 Audit document found in the meeting materials ([link here also](#)). No action taken.

8. UNFINISHED BUSINESS

- a. Resolution #2021-10 Entering Into A Developer Agreement, City of Waterloo And JGP Land Development LLC, DeYoung Farm Subdivision (Remainder). The Mayor said negotiations were continuing, and there was no new information. MOTION: Moved by Thomas, seconded by Schoenwetter to table the item. VOICE VOTE: Motion carried.

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. # A 5/1 Parks Department clean-up event was announced.

5. ADJOURNMENT. MOTION: Moved by Kuhl, seconded by Griffin to adjourn. VOICE VOTE: Motion carried. Approximate time: 7:28 p.m.



Attest:  
Mo Hansen, Clerk/Treasurer



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**CITY OF WATERLOO**

**NOTICE TO CUT OR DESTROY NOXIOUS WEEDS**

**NOTICE IS HEREBY GIVEN** to each and every person who owns, occupies or controls land in the City of Waterloo, Jefferson County, Wisconsin, to cut or destroy all canada thistle, leafy spurge and field bindweed, (creeping charlie) and in addition all other rank growth of vegetation, all weeds, grasses and plants over 12 inches in height on all lands owned, occupied or controlled by you in said City, at such time and in such manner as shall effectively prevent them from bearing seed, or spreading to adjoining property, as required by Section 66.0407 of the Wisconsin Statutes.

  
\_\_\_\_\_  
Chad Yerges  
Weed Commissioner  
City of Waterloo

POSTED: April 30, 2021



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STATE OF WISCONSIN)  
COUNTY OF JEFFERSON) SS.  
CITY OF WATERLOO)

Chad Yerges, Weed Commissioner, being first duly sworn, says that on the 1<sup>st</sup> day of May 2021, he posted the Notice to Cut or Destroy Noxious Weeds in at least four conspicuous places in the City of Waterloo.

Said notices were posted as follows:

One notice at corner of State Hwy 89 north and Clarkson Road

One notice at the corner of State Hwy 19 west and Canal Road

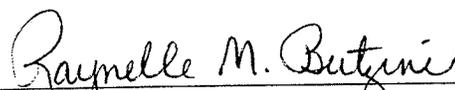
One notice at County Trunk "O" south and Waterloo Road

One notice at State Hwy 89 east and Fischer Road

One notice at State Hwy 19 east and Heil Street

  
Chad Yerges, Weed Commissioner

Subscribed and sworn to before me  
this 1<sup>st</sup> day of May 2021.

  
Notary Public, Jefferson County, WI  
My Commission Expires 5-10-2022



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OFFICIAL PUBLICATION

CITY OF WATERLOO, JEFFERSON COUNTY, WI

Published by authority of the Common Council of the City of Waterloo, Jefferson County, Wisconsin pursuant to Section 125.04(3)(g) of the Wisconsin State Statutes.

Notice is hereby given that the following individuals, partnerships, corporations or limited liability companies have made application to sell intoxicating liquor and/or beer for the license period beginning July 1, 2021 and ending June 30, 2022. The granting of said licenses are now pending and will be acted upon at the June 3, 2021 regular scheduled Council Meeting.

"CLASS B" INTOXICATING LIQUOR AND CLASS "B" BEER

NAME AND ADDRESS OF APPLICANT	LOCATION OF PREMISE
Coaches Alley, LLC Laurie Kaye Gorder, Agent 204 Anna Street, Apt. 108, Waterloo (Coaches Alley, LLC)	151 N. Monroe Street
Peggy Hansen, LLC Peggy Hansen, Agent 112 Hickory Lane, Waterloo (The MT Bar)	120 E. Madison Street
Ruthless, LLC Korby James Holzhueter, Agent 59 London Road, Cambridge (Madison Street Pub)	203 W. Madison Street
Blinky's Bowl, Inc./DBA Stubby's Bowl Van Stenberg, Agent 1317 Oak Street, Waterloo (Stubby's Bowl)	127 E. Madison Street
Gregorio Ayala, Individual 104 ½ E. Madison Street #B, Waterloo (Ayala's Market)	104 E. Madison Street
The Venue at River's Edge, LLC Lee Columbus, Agent 850 Herron Drive, Columbus (The Venue at River's Edge)	123 S. Monroe Street

CLASS "B" BEER ONLY

NAME AND ADDRESS OF APPLICANT	LOCATION OF PREMISE
Veterans of Foreign Wars, Krause/Langer Post 6614 Gary Jensen, Agent 115 S. Monroe Street, Waterloo (VFW Krause Langer Post 6614)	115 S. Monroe Street

CLASS "A" BEER AND "CLASS A" INTOXICATING LIQUOR (CIDER ONLY)

NAME AND ADDRESS OF APPLICANT	LOCATION OF PREMISE
Loeder Oil Co., Inc Daniel Lee Loeder, Agent 4410 Buckley Ridge Circle, Cottage Grove (Loeder BP Waterloo)	300 W. Madison Street

"CLASS A" INTOXICATING LIQUOR AND CLASS "A" BEER

NAME AND ADDRESS OF APPLICANT	LOCATION OF PREMISE
Waterloo Piggly Wiggly, LLC Jeffrey M. Tate, Agent 487 Park Dr 201 Green Lake, WI (Waterloo Piggly Wiggly)	810 N. Monroe Street
Kwik Trip, Inc. Judith A. Bunge, Agent 1323 Colonial Drive, Watertown (Kwik Trip #366)	115 Portland Road
Dolgencorp, LLC Imran Khan 609 Grandview Dr Sun Prairie, WI (Dollar General Store #15975)	200 Anna Street

CLASS "B" BEER AND "CLASS C" WINE

NAME AND ADDRESS OF APPLICANT	LOCATION OF PREMISE
The Mode Venue, LLC Jeff Deegan, Agent 121 S. Monroe Street, Waterloo	121 S. Monroe Street

Morton J. Hansen  
Clerk/Treasurer

Dated: May 6, 2021

PUB: The Courier: May 6, 2021

## DEVELOPMENT AGREEMENT

DeYoung Farm Remainder  
(60.2 Acres MOL)

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between The City of Waterloo (the "**City**"), a municipal corporation, having offices located at 136 North Monroe Street, Waterloo, Wisconsin 53594-1198 and JGP Land Development, LLC., a Wisconsin limited liability company ("**Developer**") having offices located at the address stated below.

### WITNESSETH:

WHEREAS, the Developer intends to request approval from the City and other governmental authorities, of a land division within the City, Jefferson County, Wisconsin; and

WHEREAS, the City will require the Developer to install and pay for the cost of certain public improvements as a condition precedent to its approval of the said land division, all pursuant to the applicable City ordinances; and

WHEREAS, the City recognizes that a mutually beneficial partnership in developing the remainder of the property is in the best interest of the City and Developer;

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

#### 1. GENERAL PROVISIONS

(a) Recitals. On November 3, 2005, the City Council approved a preliminary plat of DeYoung Farm for an area of land located in the City of Waterloo, Jefferson County, Wisconsin. (the "**Preliminary Plat**").

On January 5, 2006, the City Council approved the creation of the first 41 lots, known as the Plat of DeYoung Farm for an area of land located in the City of Waterloo, Jefferson County, Wisconsin, which was subsequently recorded in 2006 ("**Phase One**").

The balance of the Plat of DeYoung Farm (the "**Property**") remains undeveloped to this date.

(b) Code of Ordinances. This Agreement is in addition to and not in derogation of any of the existing ordinances set forth in the Code of Ordinances of the City, which Code of Ordinances (the "Ordinances") remain applicable to the Preliminary Plat in its entirety.

2. **PLATTING AND DEDICATION OF EASEMENTS**

(a) **Final Plat.** In connection with the land division, the Developer will prepare a final plat (the “**Plat**”) for subsequent phases of the Property in accordance with the previously approved Preliminary Plat (the “**Preliminary Plat**”). The City agrees to review and approve each final plat in accordance with their rules and ordinances. Each final plat shall be recorded by the Developer at the Jefferson County Register of Deed's office no later than 60 days after City approval. Upon such recording, the Developer shall provide to the City two (2) copies of the Plat as recorded, containing all recording information with all required signatures and approvals thereon. The aforesaid date may be extended by the City in its sole discretion only by writing to that effect.

(b) **Easements/Dedications.** In connection with the submittals and approvals of the Plat, the Developer has or will dedicate to the City, free and clear of all liens and encumbrances, those easements, outlots, parklands, streets and rights-of-way, all as more particularly described on the Plat. Subject to the terms and conditions of this Agreement, the City agrees to accept such dedications. The Developer agrees to place all required survey stakes on lots at the date of recording of the Plat and replace any stakes that are disturbed during construction of any improvements thereon.

(c) **Offsite Easements.** To the extent there are any offsite easements required to be obtained and recorded (as contained in the City resolutions approving of the Plat), then the Developer shall promptly proceed to obtain the same at its sole cost. All such offsite easements shall be subject to prior review and approval by the City (or its designee) and shall be placed of record contemporaneously with the recording of the Plat. All said easements shall be free and clear of all liens and encumbrances.

(d) **Other Approvals.** Previously, Jefferson County (the “**County**”) has made an objection to the Preliminary Plat, pursuant to the provisions of Section 236.12(2)(b), Wis. Stats. The County has objected to the foregoing on the basis that without a requisite dedication of land, the Preliminary Plat would not be in conformity with applicable County park plans. In order to cause the County to withdraw its objection, the Developer, City and the County have agreed to the terms and provisions listed below in an agreement entitled XXX dated XXX, which is incorporated herein in full. Pursuant to these additional requirements, the County has waived any objection it may have to the Preliminary Plat; and has consented to the recording of subsequent final plats of the remaining area described in the Preliminary Plat.

(a) **Subsequent Development of Remaining Lands.** The Preliminary Plat, as approved by the City, shows Outlot 7 as a strip of land, intending to serve as a “Buffer” (approximately 150 feet in width and extending the full length of Outlot 7) between the residential lots in the Preliminary Plat, and the adjoining county park lands. The Plat comprising Phase One of the development of the lands described in the Preliminary Plat, does not require the dedication of the Buffer. The parties agree that the Buffer will be dedicated as part of any subsequent phase of development of the balance of the lands described in the Preliminary Plat. Accordingly, the parties agree that any subsequent development of Outlot 8 described in the Preliminary Plat, will require that a portion of Outlot 8 of the Preliminary Plat, be replatted to conform to the Buffer as shown in the Preliminary Plat. Upon approval of such subsequent final re-plat, the Buffer shall be dedicated in fee simple to the City.

With respect to the Buffer, the parties agree as follows:

1. The zoning for the Buffer shall be conservancy at all times.
2. The Developer shall provide for the construction of a north-south fence along the length of Outlot 7, essentially following the tree line, as well as for the construction of an asphalt path, and associated directional signs meeting AASHTO guidelines. Sufficient space shall be left between the fence and trees to allow for the movement of equipment and vehicles. Additional markers shall be installed, disclosing the property line between the Buffer and the adjoining residential lots. The path shall be sufficiently wide so as to allow for maintenance equipment to travel along the path. The Plan shall also provide for the seeding of all areas disturbed by the construction of the fence and path. The exact details of the plan shall be subject to the review and approval of the City and the County, which approvals shall not be unreasonably withheld. The County may require the Developer to install one or more gates in the fence at such locations as the County may determine. It is agreed that the pathway will be asphalted and used for bike and pedestrian purposes. The width and location of the path shall be as approved by the City and the County, which approval shall not be unreasonably withheld. All such improvements to the Buffer shall be constructed at the Developer's expense and completed on or before the date required for substantial completion of the other Public Improvements for any subsequent phase of the development when the Buffer is dedicated to the City. Once completed and accepted by the City, the City shall have the responsibility of the repair and maintenance of all such improvements, except as otherwise provided for herein. It is anticipated that the asphalt path shall be constructed so as to end at Outlot 8, the public park. The portion of the path running thence south to the southerly boundary of the Preliminary Plat shall be constructed by the City at a later date, at their expense.
3. City Management of Buffer. Once the City assumes the obligation for repair and maintenance for the improvements located within the Buffer, the City will manage the area in a "passive manner," keeping the existing woodland edge intact and planting the non-improved areas with native species of woodland edge/savannah. In addition, the City may mow certain areas east of the contemplated path, upon consultation with the County. The County shall assume management of the Buffer area located west of the contemplated fence and the adjoining county park. The City shall have no responsibility or obligation therefor. The City does hereby grant to the County, an irrevocable license over the pathway to be constructed and such adjacent lands as reasonable and necessary, for purposes of ingress and egress to and from the adjoining county park through the gates described herein. In the event the City and the County should anytime subsequent hereto, disagree as to any matter concerning the Buffer, and the respective obligations hereunder, and in such event, the City and the County agree to submit the matter to mediation. If mediation is not successful, then in such event, the matter shall be submitted to binding arbitration in accordance with the laws of the State of Wisconsin. In such event, the City shall appoint one arbitrator; the County shall appoint one arbitrator, and the two so appointed shall appoint a third. The three arbitrators shall constitute a panel of arbitrators. A decision by the majority of the arbitrators shall constitute the decision of the arbitrators. All costs and expenses of arbitration shall be borne equally by the City and County.

(e) Preliminary Plat. The development of any other phase of construction of the Public Improvement or any subsequent plat of the remaining area subject to the Preliminary Plat, shall be in accordance with the terms and provisions of the "Preliminary Plat of DeYoung Farm", previously approved by the Common Council of the City on November 3, 2005. There shall be no modifications or deviations therefrom, without the City's prior written approval. All development shall be consistent with the Preliminary Plat so approved.

3. **PUBLIC IMPROVEMENTS AND PHASES OF CONSTRUCTION.**

(a) Public Improvements. The Developer shall construct and install, at its own cost and expense, all public improvements (the "Public Improvements") required by the City in order to provide public services to the Plat, which Public Improvements are more particularly described on Exhibit 1 attached hereto and incorporated herein. The Developer's obligation to construct and complete the Public Improvements shall arise upon City approval of any subsequent Final Plat; and shall be independent of any obligation of the City as contained herein. The Developer's obligation to construct and complete the Public Improvements is not conditioned upon the commencement of construction of improvements on any of the lots set forth in the Plat or upon the sale of any such lots or the improvements thereon. The obligation of the Developer to construct the Public Improvements required hereunder is absolute.

(b) Phases of Construction. The Developer contemplates that the Public Improvements required to be constructed within the balance of the Plat, will be constructed in phases, not to exceed six (6) in number. Any plan for phasing shall be first approved by the City prior to implementation. Subsequent phases of construction of additional Public Improvements (i.e., Phase Two, etc.) shall be commenced only upon approval of the City; and in such event, such subsequent phases shall be added to the terms of this Agreement by means of the parties entering into an addendum hereto, together with associated exhibits describing the additional Public Improvements. Once started, each phase shall be completed in not less than 18 months from date of final Plat approval by the City.

(c) Time. Time is of the essence for purposes of the construction of the Public Improvements and for all other purposes of this Agreement.

(d) Definitive Plans. Prior to commencement of construction of any phase of construction of the Public Improvements, the Developer shall prepare definitive and final plans and specifications, complying with the provisions of Section 8 hereof and other applicable provisions of this Agreement. No work on any such phase shall commence unless and until the City approves of the same and until the Developer has deposited with the City the surety required under Section 11 below. The City shall review all such plans and specifications within a reasonable period of time (as determined by the City in its sole discretion) following the submittal thereof. Each subsequent phase of construction of the Public Improvements shall be added to this Agreement by means of the parties executing an addendum hereto, describing such phase and addressing items specific thereto.

(e) Lot Sales. There shall be no sale or transfer by Developer of lots that are the subject of any phase of the construction of the Public Improvements until (i) completion of all Public Improvements serving the entire phase such lot is within, including but not limited to, construction of utility services of water, sanitary sewer, electrical, cable, television and telephone; and (ii) until completion of construction of the street improvements serving the entire phase such lot is within, exclusive of the surface course of asphalt coating and connection to natural gas service. **Nothing herein, however, shall prohibit Developer from marketing of the Plat.** Notwithstanding the foregoing, however, the City may in its sole discretion consent to the Developer transferring title to lot(s) for which the City has issued a building permit therefor in accordance with Section 12(b) below.

4. **CONTRACTORS ENGAGED BY DEVELOPER.**

(a) **Approval.** The Developer shall only engage contractors for all construction of the Public Improvements who have been approved in writing for such work by the City Engineer and who shall qualify with every applicable requirement of the City and any Ordinance, rule or regulation thereof. Prior to the commencement of construction of any phase of construction of the Public Improvements, the Developer shall furnish to the City Engineer the names of all contractors and subcontractors, together with a classification of the work to be performed by each and copies of all construction documents relating to the construction of the Public Improvements. Such submittal shall be prior to the commencement of construction of any of the Public Improvements by any contractor(s) on such Phase. All construction documents are subject to the prior review and approval of the City.

(b) **Indemnity.** The Developer shall require all contractors engaged in the construction of the Public Improvements to indemnify and hold the City and its employees, officers and agents harmless from and against any and all claims, losses, damages, costs and expenses which arise from the construction of the Public Improvements. Such indemnification and hold harmless clause shall be in form and in content acceptable to the City's attorney and shall be included in each contract which the Developer has with a contractor, and shall survive the expiration or termination of this agreement.

(c) **Insurance.** The Developer shall also require all contractors engaged in the construction of the Public Improvements to maintain such reasonable insurance as shall be required by the City Attorney and Engineer; and upon demand, furnish to the City Attorney and Engineer, a current certificate of insurance to evidence such insurance. All such insurance shall comply with the provisions of Section 7 below.

5. **CONSTRUCTION RELATED ACTIVITIES.**

In connection with the construction of the Public Improvements, it is hereby agreed as follows:

(a) **Scheduling.** The Developer agrees that no work shall be scheduled for construction of the Public Improvements without the City's approval of the starting date(s) and construction schedule. The City will require the Developer and/or designated representative to attend a pre-construction conference for the purpose of scheduling construction-related activities.

(b) **Costs.** The Developer further agrees that the City shall not be responsible for any costs or charges related to the construction of the Public Improvements, except those specifically enumerated hereinafter; and that the Developer is responsible for all such costs, except as otherwise expressly provided for herein.

(c) **Construction Related Activities.** The construction of each phase of the Public Improvements described herein shall be completed on or before the completion date(s) as described in Section 3(b) hereof, unless otherwise extended in writing by the City. The Developer shall retain the services of a consulting engineer to provide necessary construction administration and staking. The City will provide resident construction inspection and material testing as necessary during construction of the improvements. The City shall have the right to inspect the construction of the Public Improvements as and when they are completed; and the City may certify such improvements as being in compliance with the standards and specifications of the City. The Developer shall provide at least ten (10) working days prior written notice to the City and its Engineer prior to commencement of actual construction of any Phase of construction of the Public Improvements. No such notice shall be given unless and until the Developer has paid all costs and expenses required under Section 9 below. Prior to any inspection and certification, if appropriate, the Developer shall present to the City valid lien waivers from all persons providing materials

and/or performing work on the Public Improvements for which certification is sought. Certification by any representative of the City does not constitute a waiver by the City of the right to draw funds under the surety hereinafter referred to, on account of defects in or failure of any Public Improvement that is detected or which occurs following the date of such inspection and certification. The Developer further agrees that the dedication of streets and rights-of-way and the dedication of the Public Improvements will not be accepted by the City until they have been inspected and approved by the City Engineer; and until all outstanding engineering and inspection fees (including engineering and inspection charges of the City) have been paid in full and affidavits; and lien waivers are received by the City indicating that the contractors, suppliers and subcontractors have been paid in full for all work and materials furnished in order to construct the Public Improvements. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be turned over without any restrictions to the City, free and clear of all liens and encumbrances.

(d) Sewer and Water Facilities. The sanitary sewer and water mains and the respective service laterals comprising a portion of the Public Improvements shall not be accepted until as-built plans have been completed and a complete breakdown of all construction, engineering and administrative costs incurred by the Developer is submitted to the City. (This is necessary for sewer and water utility valuation.) City staff on-site will obtain the as-built measurements during the inspection process. In addition, the water system installation shall not be accepted until a bacteriologically safe sample is obtained by the Wisconsin State Laboratory of Hygiene. The Developer shall flush the water mains upon notice from the City Engineer. The Developer will obtain appropriate bacteriological samples and arrange for testing at the Wisconsin State Laboratory of Hygiene, with the assistance of the Developer's Contractor(s); and promptly provide the City Engineer with the results thereof. Unless the City Engineer determines otherwise, all sewer and water mains/pipes shall be pressure tested; and all such water and sewer main tests shall be observed and approved by the City's designated representative. Upon completion of the Public Improvements and acceptance of the same by the City, ownership and control of the Public Improvements shall be conveyed by appropriate deed of conveyance without any restrictions to the City, free and clear of all liens and encumbrances.

(e) Maintenance and Repair. The Developer agrees to provide for maintenance and repair of all Public Improvements until such improvements are formally accepted by the City through resolution(s) adopted by its Common Council. The City will endeavor to provide timely notice to the Developer whenever inspection reveals that a Public Improvement does not conform to the City's adopted standards and specifications or is otherwise defective. The Developer shall have ten (10) working days from the issuance of such notice to correct or substantially correct the defect. It is agreed that the City shall not declare a default under the Agreement during the aforesaid ten (10) working day correction period on account of any such defect unless it is clear that the Developer does not intend to correct the defect or unless the City determines that immediate action is required in order to remedy a situation which poses an eminent health or safety threat.

(f) Grading, Erosion Control and Barricades. The Developer agrees:

(1) The Developer shall grade the Plat in accordance with an approved grading plan. Any significant change in grade from the approved plans shall require consent from the City Engineer, which consent will not be unreasonably withheld.

(2) The Developer shall furnish, install and maintain during construction, barricades and signs at all points where new rights-of-way extend or intersect existing streets and all street ends. Signs and barricades shall be required, furnished and installed as to conform with the Manual of Uniform Traffic Control Devices, and as otherwise required by the City Engineer.

(3) The Developer shall submit to the City a plan for erosion and runoff control

measures prior to any land disturbing activity in compliance with the Ordinances. The City shall have fifteen (15) days thereafter to review the plan and file specific objections to the plan, or the plan will be deemed approved. The Developer shall adhere to the conditions of the approval, shall grant the right-of-entry on the Property to designated personnel of the City to inspect and monitor compliance with this requirement.

(4) The Developer shall obtain all other approvals of the grading/erosion control plan(s) from other governmental authorities having jurisdiction thereof, prior to implementation thereof.

(5) On or before the issuance of a building permit pursuant to Section 12(b) below, the Developer shall submit to the City for review and approval, a site grading plan for each block comprising the Plat. No permit shall be issued until the City or its designee has approved of such plan.

(6) The City may reasonably enforce all requirements of the approved grading plan; and require all holders of such building permit to comply with the same.

(g) Street Improvements. The Developer shall install all street improvements, including curb and gutter, road base, binder course of asphaltic pavement and surface course of asphaltic pavement. All such street improvements shall be installed in accordance with plans and specifications approved by the City Engineer. All work shall be in accordance with City standards except as otherwise approved by the City Engineer.

(h) Sanitary Sewer Mains and Laterals. The Developer shall install sanitary mains and laterals to serve all lots within the subdivision in accordance with existing laws and regulations and plans and specifications approved by the City Engineer, the Wisconsin Department of Natural Resources and any other governmental authority having appropriate jurisdiction thereof. The City agrees to allow connection of the sanitary mains and laterals installed by Developer to the existing City Sanitary Sewer Utility and will thereafter provide Municipal Sanitary Sewer Service to the Lots in the Plat. Materials allowed shall be those specified by Waterloo Utilities and the City Engineer.

(i) Water Mains and Service Pipes. The Developer shall install water mains, including pipes, hydrants, tees, valves, crosses and related appurtenances and water service laterals to serve all lots within the Plat and as required by the plans and specifications approved by the City Engineer and approved by the State of Wisconsin Department of Natural Resources in addition to the other approvals required by this Agreement. The City agrees to allow connection of the water mains, laterals and appurtenances to the existing City Water Utility and will thereafter provide Municipal Water Utility Service. No curb boxes shall be located within areas intended for sidewalk and/or driveway installations. Materials allowed shall be those specified by Waterloo Utilities and the City Engineer.

(j) Street Lighting. Street lighting shall be designed and installed by the City. Developer shall reimburse City for all costs of acquiring street lighting poles and fixtures upon presentation of an invoice. Street lighting shall be installed at City expense.

(k) Utility Easements and Utility Services. The Developer shall install or cause to be installed underground electric, gas, television cables and telephone lines, in order to serve the lots within the Plat. All utility service lines in the Plat shall be installed underground with the exception of preexisting service lines or where not practical and as approved by the City Engineer. All easements for such Utilities shall be acceptable to the utility companies providing such services.

(l) Street and Traffic Control Signs. Street and traffic control signs shall be designed and installed by the City in accordance with City standards and shall be located so as to identify each street within the subdivision. The City shall absorb the costs of the street and traffic control sign design and installation and will not charge the Developer for this work.

(m) Sidewalks. Sidewalks are required for all residential lots. Sidewalks are not required for Outlot 8, instead one or more bike/pedestrian street access points will be designed and installed with the City Engineer's approval at the time Outlot 8 is dedicated to the City.

(n) Landscaping/Plantings. No formal landscape plan is required other than as referenced elsewhere herein

(o) Guarantee.

(1) The Developer agrees to guarantee and warrant all work performed under this Agreement for Public Improvements against defects in workmanship or materials for a period of fourteen (14) months from the date of substantial completion of the Public Improvements. If any defect should appear during the guarantee period, Developer agrees to make required replacement or acceptable repairs of the defective work at the Developer's own expense. Furthermore, following such notice to and repair by the Developer, the guarantee period shall be extended for an additional fourteen (14) month period from the date of Developer's completion of the repair. All guaranties or warranties for materials or workmanship which extend beyond the guarantee period are hereby assigned by the Developer to the City, and confirmation of same shall be provided to the City Engineer (or designee).

(2) Notwithstanding the foregoing, the Developer guarantees and warrants that any storm water management facilities constructed as part of the Public Improvements shall be free from defect in materials and workmanship for the Period described in Section 15(a) below. For purposes hereof, the term storm water management facilities include detention ponds, infiltrate basins or structures, ground drainage ways or similar storm water control facilities. Further, during the period of the aforesaid warranty, the Developer shall repair and maintain, at its sole cost and expense, all such storm water management facilities, in accordance with the terms and provisions of the approved plan therefor.

(p) Cost Breakdown. The Developer shall, upon substantial completion of the Public Improvements, provide to the City a final cost for all of the costs associated with the construction thereof. Such final cost breakdown shall be in such form and content as the City may reasonably require.

(q) Compliance. The Developer shall comply with all applicable laws, the Ordinances, rules and regulations in effect, as promulgated by all governmental bodies having appropriate jurisdiction thereof.

## 6. ACCEPTANCE OF WORK.

(a) Liens and Other Information. In addition to all of the requirements contained herein, the Developer agrees that the Public Improvements for any phase will not be accepted by the City until (i) all outstanding charges to be paid by the Developer under the Ordinances have been paid in full, (ii) affidavits and lien waivers are received by the City indicating that all contractors (and subcontractors, laborers, materialmen, etc.) providing work, services or materials in connection with the Public Improvements have been paid in full for all such work, services and materials (iii) the City has received evidence satisfactory to it that no liens or other encumbrances (except those approved in writing by the City) encumber the Public

Improvements, (iv) and a reproducible set of "as built plans" for the Public Improvements has been furnished to the City, certified by a registered engineer and in reproducible form, and (v) a copy of any digitally encoded data or information relating to the Plat or the Public Improvements in such form as the City may reasonably require.

(b) Resolution. Acceptance by the City shall be evidenced by the adoption by its City Council of a resolution to the foregoing effect. Upon completion and acceptance of the Public Improvements in such phase of construction by the City, ownership and control of the said Public Improvements shall be turned over without reservation to the City, by the execution and delivery of a Bill of Sale therefor. Upon satisfaction of the conditions set forth in this Agreement, the City shall accept the Public Improvements located in such phase of construction.

7. **INDEMNIFICATION AND INSURANCE REQUIRED OF PRIVATE CONTRACTORS.**

The Developer hereby expressly agrees to indemnify, save and hold harmless the City, its employees, officers and agents from and against all claims, costs, suits, causes of actions, demands and liability of every kind and nature, for injury or damage received or sustained by any person or persons or property, whomsoever and whatsoever, in connection with, or on account of the performance of the work contemplated hereby and the construction of the Public Improvements. The Developer further agrees to aid and defend the City in the event the City is named as a defendant in any action concerning the performance of the work pursuant to this Agreement, except where such suit is brought by the Developer. It is hereby agreed that the Developer is not an agent or employee of the City. The Developer shall require all Contractors engaged in the construction of the Public Improvements to comply with the City's contract requirements pertaining to damage claims, indemnification of the City and insurance. The Developer shall also require contractors engaged in the construction of the Public Improvements to maintain a current certificate of insurance on file with the City Engineer. The Contractor(s) so engaged should be required to furnish comprehensive general liability insurance of not less than \$1,000,000.00 aggregate for any such damage sustained by two or more persons in any one accident.

8. **REQUIREMENTS FOR INSTALLING PUBLIC IMPROVEMENTS.**

The Developer agrees to install the Public Improvements specified in this Agreement in strict accordance with the plans and specifications approved by the City Engineer and subject to the following further conditions:

(a) The installation of the Public Improvements shall be done in strict accordance with the City's Ordinances, orders, rules and regulations in effect as of the date of commencement of construction of each Phase of construction.

(b) The Developer shall install and maintain during the course of construction and until the Public Improvements have been finally accepted by the City, such grading, erosion control and barricades as may be required by the City Engineer and any other governmental authority having appropriate jurisdiction thereof.

(c) No installation of the Public Improvements shall commence until plans and specifications have been approved by the City Engineer, and the State of Wisconsin, Department of Natural Resources, in addition to any other approvals required under this Agreement. The Developer will provide the City with copies of all necessary State and Local approvals and permits prior to the start of Construction. When required by the City, the Public Improvements shall be provided in locations, sizes and depths necessary to serve future development.

(d) Where standards and/or specifications have not been established by the City, all work

shall be made in accordance with established engineering practices as designated and approved by the City Engineer.

9. **CHARGES PAYABLE PRIOR TO CONSTRUCTION OF PUBLIC IMPROVEMENTS.**

The Developer agrees to pay to the City the following charges prior to commencement of Phase One of construction (or such other date as may be required by the City or as provided for herein) of the Public Improvements:

(a) All outstanding area special charges or special assessments levied or assessed against the lots within the Plat by any governmental body having jurisdiction thereof.

(b) All legal fees, engineering fees and other third party costs or expenses incurred by the City in connection with the approval of the Plat, drafting and preparation of this Agreement, or the enforcement of any obligation hereunder by the City.

(c) All fees resulting from the land division or the construction of Public Improvements under the jurisdiction of other governmental authorities shall be paid as and when due to such other authorities.

(d) The following sums for the following purposes:

- a. At the Developer's discretion, either a sum to be determined per phase to comply with 380-42 of the municipal code prior to record acceptance of each phase, or the planting of trees by the Developer at the Developer's expense in compliance with the municipal code and the Public Works Director's written street tree variety selection criteria

10. **DEVELOPER TO REIMBURSE CITY FOR COSTS SUSTAINED.**

(a) The Developer shall reimburse the City for its costs of design, inspection, testing, construction and associated legal and administrative work required in connection with the construction of the Public Improvements or any phase thereof. The City's costs shall be determined as follows:

- (1) Consulting, inspection, engineering and legal fees shall be actual costs to the City on the basis of submitted invoices.
- (2) The cost of City administrative or fiscal work connected with the project, other than normal duties.
- (3) City equipment involved with the Plat shall be based on the hourly rate for each individual piece of equipment. The hourly rate shall be the current rate established by the City at the time of involvement.
- (4) The actual costs of City materials incorporated into the work including transportation costs.
- (5) Unless the amount totals less than \$50.00, the City shall bill the Developer monthly for expenses incurred by the City. Bills outstanding for more than 90 days shall be paid by withdrawal from the security posted in accordance with section 11 below. Amounts less than \$500.00 shall be held for billing by the City until amounts total more than \$500.00, or until the conclusion of project activities.

(b) Nothing contained herein shall limit the City's right to collect, or the Developer's obligation to pay, any fees or costs required by State law or local ordinance.

(c) The Developer shall reimburse the City for all costs and expenses required under other sections of this Agreement.

(d) In the event the Developer shall fail to reimburse the City for any costs or expenses required to be reimbursed under this Agreement within thirty (30) days after date of invoice therefor, Developer shall pay (i) a late payment fee equal to 5.0% of the invoiced amount; and (ii) if the invoice and late payment fee are not paid within thirty (30) days of invoice, interest on the outstanding balance thereof at the rate of 18.0% per annum from due date until paid.

11. **SURETY.**

(a) The Developer agrees to furnish the City, prior to the commencement of any work under this Agreement, with surety in the form of an irrevocable Letter of Credit<sup>1</sup>, in a form deemed acceptable by the City Attorney, in the amount to be approved by the City Engineer (or designee) based on the reasonable estimate to complete the Public Improvements. The Letter of Credit shall be payable at sight to the City and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the City. The Letter of Credit shall include a provision requiring that the City be given written notice not less than thirty (30) days and not more than sixty (60) days prior to the expiration of the letter. The Developer shall provide a new Letter of Credit satisfactory to the City not less than ten (10) days prior to the expiration of any earlier Letter of Credit sufficient to cover the balance of any work on Public Improvements to be performed by Developer hereunder and any sum required to secure the guarantee of the Public Improvement work required by this Agreement. The Letters of Credit will be payable to the City at any time upon presentation of: (i) a sight draft on the issuing Bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) an affidavit executed by an authorized City official stating that the Developer is in default under this Agreement related to the Public Improvement work (beyond applicable notice and cure periods); and (iii) the original of the Letter of Credit.

(b) As work progresses on installation of the Public Improvements constructed as part of this Agreement, the City Engineer (or designee), upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of surety as hereinafter provided. When portions of construction of Public Improvements (street, stormwater or other improvements) are substantially completed by the Developer, the City Engineer (or designee) is authorized, upon submission of lien waivers by the Developer's contractors, to recommend reduction in the amount of surety.

(c) Upon acceptance by the City of the Public Improvements, the City agrees to reduce the surety to an amount which does not exceed ten percent (10%) of the cost of the Public Improvements, as estimated by the City Engineer (or designee), to secure performance of the guarantee described in this Agreement.

(d) Developer agrees to provide written notice of the expiration of any Letter of Credit (or replacement Letter of Credit) provided for herein not less than thirty (30) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

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

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<sup>1</sup> If the Developer prefers to provide a performance bond instead of a letter of credit, the Developer in may do so in a form approved by the City Attorney.

## 12. MISCELLANEOUS

(a) Recording of Plat Restrictions. The Developer shall record all Plat restrictions as required by the City Ordinance or this Agreement, and as approved by the City.

(b) Issuance of Early Building Permits. Following recording of the Plat, the City may in its sole discretion, issue building permits to owners of lots within the Plat and abutting streets within the Plat after such time as the gravel course of the street has been placed. Within 180 days of the issuance of the first building permit, the Developer shall complete construction of all Public Improvements required under this Agreement for such phase, with the exception of the surface course of asphalt coating. Occupancy permits shall not be issued until all Public Improvements, with the exception of the surface course of asphalt coating, have been completed and accepted by the City Engineer. The surface course of asphalt coating and sidewalks shall be installed and completed by the substantial completion date provided for in Section 3(b) above.

## 13. PARK LAND AND FEES.

(a) Outlots 2, 3, 4, 5 and 6, as described in the Preliminary Plat, have been developed and dedicated to the City for use as park, conservancy and/or stormwater management purposes. No further work is required on these properties.

(b) Outlot 8. The parties hereto agree that a portion of Outlot 8, as described in the Preliminary Plat will be developed and dedicated as a "Public Park To-Be-Named" which is intended to be a public park. The general location and area comprising the Public Park To-Be-Named has been delineated in the Preliminary Plat as Outlot 8 or O.L 8. Accordingly, the parties agree that the dedication of the Public Park To-Be-Named, as well as its improvements, shall be initiated with the platting and development of any lot directly adjacent to, or directly across the street from, Outlot 8. The Developer shall provide a water service and sewer service stub to the park and the development of any other park facilities shall be designed and installed by the City at the City's expense. The locations of the water and sanitary sewer services to Outlot 8 shall be designated by the City Engineer.

(c) Buffer Zone. Pursuant to section 2(d) above, and the prior agreements set forth between the City and County, the Developer will be dedicating to the City, the Buffer Zone, which comprise Outlot 7 of the Preliminary Plat (the "**Buffer Zone**" or "**Buffer**") In connection therewith, section 2(d) describes certain "Buffer Improvements" that are required to be made. The Developer agrees to cause the Buffer Zone to be dedicated when any lots immediately adjacent to Outlot 7 are platted and developed. The Developer reserves the right to dedicate the lands shown as Outlot 7 in not more than two parts. The Developer shall construct and complete the required Buffer Improvements prior to dedication thereof.

(d) Park Fees. By virtue of the dedication of lands as set forth in the Plat, the Developer has paid all required park fees, except as otherwise provided for in the Addendum at Section 3(b) thereof.

## 14. SUPPLEMENTAL GENERAL CONDITIONS

(a) No Vested Right Granted. Except as provided by law, or as expressly provided in this contract, no vested right in connection with this project shall inure to the Developer, nor does the City warrant by this Agreement that the Developer is entitled to any other approvals required.

(b) No Waiver. No waiver of any provisions of this Agreement shall be deemed or constitutes a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly

provided for by a written amendment to this Agreement signed by both the City and the Developer; nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

(c) Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the City and the Developer.

(d) Default. Except as otherwise provided for herein, default is defined herein as a breach of or failure to comply with the terms of this Agreement. The parties reserve to themselves all remedies available at law or equity as necessary to cure any default as well as monetary damages. The City also reserves to itself the right to draw on a Letter of Credit or other surety provided hereunder in addition to pursuing any and all other available remedies. Remedies shall include, but not be limited to, stopping all construction in the Plat and prohibiting the transfer or sale of lots contained therein.

(e) Entire Agreement. This Agreement, and written amendments, and any referenced attachments thereto, shall constitute the entire agreement between the Developer and the City.

(f) Attorney's Fees. Except as otherwise provided for herein, if the City is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and if the City prevails in the litigation, arbitration, or mediation, the Developer shall pay the City's costs, including reasonable attorney's fees, expert witness fees, and post-judgment costs.

(g) Time. For the purpose of computing the commencing, abandonment, and completion periods and time periods for City action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included if such times prevent the Developer or City from performing their/its obligations under this Agreement.

(h) Severability. If any part, term, or provision of this Agreement is held by the Courts to be illegal or otherwise not enforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision, and rights of the parties will be construed as if the illegal and/or unenforceable part, term, or provision was never part of this Agreement.

(i) Benefits. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's security posted in accordance with section 11 above if it accepts new security from any developer or lender who obtains the property. However, no act of the City shall constitute a release of the original Developer from its liability under this Agreement.

(j) No Third-Party Benefit. This Instrument benefits the parties hereto and no other persons.

(k) Force Majeure and Enforced Delay in Performance for Causes Beyond the Control of the Parties. For the purposes of any provisions of the Agreement, the Developer (or any agent thereof or successor in interest thereto) shall not be considered in breach or default of its obligations with respect to the beginning and completion of construction of any phase of construction of the Project in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of public enemy, acts of adjoining property owners, governmental authority, fires, floods, epidemics, quarantine restrictions,

strikes, embargoes, unavailable materials breach of contracts by contractors or subcontractors, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times of performance of any of the obligations of the Developer with respect to construction of the Project shall be extended for the period of the enforced delay. In the event a delay is caused by unavailable materials or breach of contracts by contractors or subcontractors, the Developer shall make reasonable effort to procure performance and the City agrees to grant a sufficient extension to permit such procurement by Developer.

15. **STORM WATER MANAGEMENT IMPROVEMENTS.**

(a) Portions of Outlots 3, 4, 5 and 6 (herein the "Outlots"), have been previously developed for purposes of implementation of the stormwater management plan (herein the "Stormwater Management Plan") required in connection with the development of the lands described in the Preliminary Plat. The Developer shall have responsibility and obligation to dredge, clean, repair, maintain and replace improvements to ensure stormwater capacity and stormwater discharge rates of the Plat as they were at the time of City acceptance of the Outlot 5 stormwater facilities, until such time as the last phase pertaining to this agreement is completed. At such time as the completion of the final phase, the Developer will provide an as-built survey to ensure capacity and stormwater discharge rates of the Plat are as they were at the time of City acceptance of the Outlot 5 stormwater facilities

(b) Lastly, a Stormwater Maintenance Agreement, per Chapter 377-10 will need to be submitted by the Developer and agreed to by the City.

16. **NOTICES.**

Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing or three (3) days after such notice is mailed, regular postage, addressed as follows:

(a) To the City:                      City of Waterloo  
Attn: Clerk/Treasurer  
136 Monroe Street  
Waterloo, WI 53594-1198

(b) To the Developer:              JGP Land Development, LLC  
Attn: Mr. Jeffrey Petry  
PO Box 80  
Belleville, WI 53508

17. **RECORDING.**

The City may record a copy of this Agreement, or memorandum thereof, at the Register of Deeds Office for Jefferson County, Wisconsin, and all costs of recording shall be paid for by the Developer. The Developer's obligations contained herein shall run with the lands described in the Plat.

18. **LAW AND JURISDICTION.**

This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin. In the event of any dispute concerning any provision hereof or in the event of any action to seek enforcement hereof, it is hereby agreed that venue of any such action is in the Circuit Courts for

Jefferson County, Wisconsin.

19. **NO BAR TO FUTURE ASSESSMENTS.**

In the event the City should determine to further extend or expand the Public Improvements serving the lands in the Plat, nothing contained herein shall in any way be construed as prohibiting or preventing the City from levying special assessments to finance the cost of such extension or expansion, all in accordance with applicable provisions of Wisconsin law.

20. **EFFECTIVE DATE.**

This Agreement shall be effective as of the date first written above.

21. **DEVELOPER'S WARRANTY OF FEE SIMPLE TITLE TO PLAT.**

The Developer represents that it is the lawful fee simple owner of the lands comprising the Preliminary Plat; and that the lands are free and clear of all liens or encumbrances.

22. **COMMUNITY MAILBOXES.**

If the United States Postal Service (USPS) requires community mailboxes for this development, then the City hereby agrees that such locations can be located within the public right of way at a location reasonably approved by the City. Developer shall strive to locate cluster mailbox locations in front of public outlots where possible and allowed by USPS. Routine maintenance of the community mailboxes, including but not limited to snow removal shall be the responsibility of the homeowner's association for the Plat, or in the absence of such, the adjacent landowner.

23. **WATER BOOSTER STATION.**

(a) In order to provide public water supply and fire protection services to the Property, the City owns Outlot 1 for use as a water booster station (the "Booster Station"). The City shall design and engineer the Booster Station as determined necessary, in the sole discretion of the City, to provide such service to the Property and areas beyond the Property. The parties acknowledge such design will involve upsizing mains and Booster Station capacity in order to serve areas beyond the Property. The Developer shall construct the Booster Station in compliance with the City plans and specifications. Prior to commencing any construction on the Booster Station, the parties shall determine in good faith the cost of: (1) the total cost to design and construct, including but not limited to construction oversight, the Booster Station as a whole, and (2) the percentage of the total capacity of the Booster Station which is necessary to provide water and fire protection to the Property. In the event the parties cannot agree on one or both items, the parties shall jointly retain an outside qualified professional engineer to determine such matters, whose decision shall be binding. The parties shall each be responsible for one-half of the engineer's fees for such work. The parties shall execute an addendum to this Agreement reciting the above information and record same in the office of the Register of Deeds.

(b) The Developer shall be responsible for the percentage of the total cost of the Booster Station equal to the percentage of the Booster Station capacity necessary to provide water and fire protection to the Property. The City shall be responsible for the remaining cost of the Booster Station. The Developer shall reimburse the City the Developer's share of all such costs expending by the City within 30 days of receipt of a detailed invoice with all supporting documentation. The City shall reimburse the Developer the City's share of all such costs expending by the Developer upon full completion of the Booster Station and thirty days after receipt of a detailed invoice with all supporting documentation.

(c) The Booster Station shall be considered a Public Improvement for the purposes of section 3(c) above.

24. **SEWERAGE LIFT STATION.**

In order to provide public sanitary sewer service to the lots located within the Plat, a sanitary sewer lift station was constructed on Outlot 4. The City hereby asserts that this lift station is adequate to provide sanitary sewer capacity for the balance of the development. The Developer shall design and install sanitary sewers that are tributary to this lift station in a manner approved by the City. No other work is required to satisfy this item.

25. **ZONING CHANGE.**

The parties agree that previously hereto, the City has conditionally rezoned all of the lands described in the Preliminary Plat to accommodate the Developer's contemplated use thereof. However, because the Developer has elected to develop the Preliminary Plat in phases, it is agreed that the zoning changes to accommodate such use, shall be effective only with respect to the lands described in a final plat therefore and not to any of the balance of the lands not subject to a final plat.

26. **RESTRICTIVE COVENANTS.**

The development of any other restrictive covenants for this property is not required.

27. **HOMEOWNERS ASSOCIATION.**

A Homeowners Association, or other quasi-governing body, is not required for this development.

28. **IMPACT FEES.**

The City shall levy no impact fees for the development for a five-year (5) period commencing with the signing of this agreement.

29. **BUILDING PERMIT FEES.**

The Developer shall pay all standard and customary municipal building inspection fees as stated in the City of Waterloo Fee schedule.

29. **ANTI MONOTONY CLAUSE.**

There shall be no formal anti-monotony clause associated with the development. The Developer will make every reasonable attempt to vary the home model distribution and color, but the selection of individual homes on a particular lot will be market driven.

30. **IMPLEMENTATION OF 2006 APPROVED BIKE/PED SCHEMATIC.**

The Bike/Ped Schematic as attached herein as Exhibit X shall be considered a Developer's required Public Improvement, treated in all manners the same as street improvement, and shall be installed at Developer's expense, being installed during the same phase and the same time as any adjacent street is being constructed with following modifications:

- (a) The asphalt path, shown as a substitute for sidewalk on the north side of Julia Way, is to be instead installed as a bike lane on the south side of Julia Way, with roadway markings at City expense. The north side of Julia Way shall have sidewalk.
- (b) The path south of Outlot 8 (OL 8) is to be installed at City expense at a future time of its choosing.
- (c) The path on Outlot 5 (OL 5) south of Lot P39 is to be installed at City expense at a future time of its choosing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

**FOR THE CITY OF WATERLOO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_



STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF JEFFERSON    )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above named Jeffrey Petry, authorized representative of JGP Land Development, LLC, a Wisconsin corporation, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

Residential Development: Municipal Revenue Estimates By Residential Project  
Clerk/Treasurer

<i>All Estimated Values Assume Full Build-Out</i>								
A	B	C	D	E	G	H	I	J
Residential Project	Parcels	Estimated New Property Value	Projected Future Mil Rate	What Could Have Been Collected (waived impact fees & waived single-dwelling building permit fees)	Estimated Permit Building Fees & Impact Fee Collection	Municipal Expense -- Estimated SAFEbuilt Construction Year Fees To City	Estimated ANNUAL Municipal Tax Revenue	Estimated Construction Year Net Revenue (tax revenue LESS Safebuilt fees)
Treyburn Single Dwellings	15	\$3,501,000	8.7032	\$54,381	\$0	\$18,762	\$30,470	\$11,708
Treyburn Multi-Units	4	\$1,520,000	8.7032	\$19,495	\$11,021	\$6,612	\$13,229	\$6,617
Hedtcke Single Dwellings	4	\$925,300	8.7032	\$13,703	\$0	\$4,524	\$8,053	\$3,529
McKay Way Phase 1 Single Dwellings (new & existing)	26	\$5,341,600	8.7032	\$76,646	\$9,500	\$32,273	\$46,489	\$14,216
McKay Way Phase 1 Multi-Units	15	\$4,485,000	8.7032	\$32,357	\$28,417	\$17,050	\$39,034	\$21,984
DeYoung Farms Remainder Phase A	40	\$7,400,000	8.7032	\$77,040	\$73,240	\$43,944	\$64,404	\$20,460
DeYoung Farms Remainder Phase B	40	\$7,400,000	8.7032	\$77,040	\$73,240	\$43,944	\$64,404	\$20,460
DeYoung Farms Remainder Phase C	40	\$7,400,000	8.7032	\$77,040	\$73,240	\$43,944	\$64,404	\$20,460
DeYoung Farms Remainder Phase D	40	\$7,400,000	8.7032	\$77,040	\$73,240	\$43,944	\$64,404	\$20,460
<b>TOTAL</b>	<b>224</b>	<b>\$45,372,900</b>		<b>\$504,741</b>	<b>\$341,898</b>	<b>\$254,997</b>	<b>\$394,889</b>	<b>\$139,892</b>



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

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**RESOLUTION #2021-16**  
**Entering Into A Real Estate Listing Contract With**  
**Madison Commercial Real Estate LLC – 333 Portland Road**

**Whereas**, the Community Development Authority voted unanimously at its April meeting to recommend to the City Council that it enter into a listing contract with Madison Commercial Real Estate LLC to provide brokerage services with the purpose of facilitating a private-sector re-use of 333 Portland Road, increasing the tax base and increasing the number of Waterloo family-supporting job.

**Therefore, Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it hereby agrees to enter into an agreement for services as described in the attached.

**PASSED AND ADOPTED** this \_\_\_\_\_, 2021.

**City of Waterloo**

Signed:

\_\_\_\_\_  
Mayor Jenifer Quimby

Attest:

\_\_\_\_\_  
Mo Hansen, Clerk/Treasurer

**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 Porland 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

8 ■ **NOT INCLUDED IN LIST PRICE:** \_\_\_\_\_

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): \_\_\_\_\_

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 \_\_\_\_\_ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See  
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer  
38 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

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

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

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

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

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

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

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

#### 84 **DISCLOSURE TO CLIENTS**

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

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

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

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect  
 101 your transaction, unless you release the firm from this duty.
- 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse  
 103 Facts.
- 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests  
 105 that are within the scope of the agency agreement.
- 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
- 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless  
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or  
 109 advice is contrary to your interests.

110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation  
 111 relationship"), different duties may apply.

#### 112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a  
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services  
 115 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.

231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations  
 232 under a contract or agreement made concerning the transaction.

233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the  
 234 event occurred and by counting subsequent calendar days.

235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that  
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or  
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.

238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as  
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable  
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,  
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings  
 243 on permanent foundations and docks/piers on permanent foundations.

244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**

245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such  
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable  
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or  
 248 affects or would affect the party's decision about the terms of such a contract or agreement.

249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest  
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,  
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,  
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in  
 253 whole or in part whether created before or after expiration of this Listing.

254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.

255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of  
 256 this Listing:

257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term  
 258 of this Listing;

259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential  
 260 terms upon which the buyer might acquire an interest in the Property; or

261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding  
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents  
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines  
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:

265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the  
 266 individuals in the Listing; or,

267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm  
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.

269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on  
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on  
 271 lines 191-195.

272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any  
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section  
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family  
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.

276 **EARNEST MONEY** If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the  
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,  
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.  
 279 REEB 18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated  
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances  
 281 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  
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment  
 283 to the Firm shall not terminate this Listing.

284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.  
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal  
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.

287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and  
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at  
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

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

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

295 Seller's recipient for delivery (optional): Mo Hanson, City of Waterloo Clerk/Treasurer  
 296 Firm's recipient for delivery (optional): Ben Filkouski, Madison Commercial Real Estate LLC

297  (2) **Fax:** fax transmission of the document or written notice to the following telephone number:  
 298 Seller: ( \_\_\_\_\_ ) \_\_\_\_\_ Firm: ( \_\_\_\_\_ ) \_\_\_\_\_

299  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a  
 300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or  
 301 296, for delivery to the party's delivery address at line 305 or 306.

302  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the  
 303 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  
 304 305 or 306.

305 Delivery address for Seller: \_\_\_\_\_

306 Delivery address for Firm: \_\_\_\_\_

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

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

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

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

315 \_\_\_\_\_  
 316 \_\_\_\_\_  
 317 \_\_\_\_\_

318 **ADDENDA** The attached addenda Addendum A  
 319 \_\_\_\_\_ is/are made part of this Listing.

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

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

326 (x) \_\_\_\_\_  
 327 Seller's Signature ▲ Print Name } Date ▲

328 (x) \_\_\_\_\_  
 329 Seller's Signature ▲ Print Name } Date ▲

330 (x) \_\_\_\_\_  
 331 Seller's Signature ▲ Print Name } Date ▲

332 (x) \_\_\_\_\_  
 333 Seller's Signature ▲ Print Name } Date ▲

334 \_\_\_\_\_  
 335 Seller Entity Name (if any) Print Name ▲

336 (x) \_\_\_\_\_  
 337 Authorized Signature ▲ Date ▲  
 338 Print Name & Title }

339 Madison Commercial Real Estate LLC  
 340 Firm Name ▲

341 (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.

#Res. 2021-16  
 Brokerage Fee Examples

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	



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

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**RESOLUTION #2021-17**  
**Adopting A Comprehensive Plan Update**

**Whereas**, the Plan Commission at its April 27, 2021 meeting unanimously recommended City Council approval of the attached Comprehensive Plan Update, and;

**Whereas**, this statutory plan (Section 66.1001(2)(i) Wis. Stat.) update is the first addition to the original document adopted on August 7, 2008, reaffirming the vision statement, community health description, and future land use maps, and;

**Whereas**, after the annual budget, the Comprehensive Plan is meant to be the second most important municipal document. This Plan will only have value if it is used, understood, and supported. To this end, efforts may include:

- Display the vision statement, community health description, and future land use maps in council chambers and the city's website
- Ensure materials are easily accessible on the city's website
- Encourage all city committees and staff to become familiar with and use the Plan in decision making process
- Incorporate Plan implementations in the annual budget
- Regularly present implementation progress to the City Council, Plan Commission, and Community Development Authority.

**Whereas**, this update contains key elements of the Comprehensive Plan, focusing on a limited number of top priorities and goals

**Therefore, Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it agrees with the Plan Commission recommendation and adopts the attached Comprehensive Plan Update, directing the Mayor and municipal staff to implement the plan for the betterment of the City of Waterloo.

**PASSED AND ADOPTED** this \_\_\_\_\_, 2021.

**City of Waterloo**

Signed:

\_\_\_\_\_  
Mayor Jenifer Quimby

Attest:

\_\_\_\_\_  
Mo Hansen, Clerk/Treasurer





The City Of Waterloo  
Comprehensive Plan Update 2021 – 2030  
Five Year Plan 2021 -2026

This Statutory Plan (Section 66.1001 (2)(i) update is the first addition to the original document adopted on August 7, 2008, reaffirming the vision statement, community health description, and future land use maps.

After the annual budget, the Comprehensive Plan is meant to be the second most important municipal document. This Plan will only have value if it is used, understood, and supported. To this end, efforts may include:

- Display the vision statement, community health description, and future land use maps in council chambers and the city's website
- Ensure materials are easily accessible on the city's website
- Encourage all city committees and staff to become familiar with and use the Plan in decision making process
- Incorporate Plan implementations in the annual budget
- Regularly present implementation progress to the City Council, Plan Commission, and Community Development Authority

This update contains key elements of the Comprehensive Plan, focusing on a limited number of top priorities and goals. The following information is provided in this five year plan update:

## The City Of Waterloo A Green and Healthy Community

The City of Waterloo intends to become a Green and Healthy Community. Being a Green and Healthy community means taking a system-wide perspective for resolving community issues and promoting community growth and health. The color **green** is symbolic of growth. The following components of a Green and Healthy community are addressed and reinforced throughout this Comprehensive Plan. Advancing each of these components will be a long-term and on-going endeavor.

Environmental Health: Waterloo's viability relies on the health of its natural systems. The quality of water we drink, the air we breathe as well as the integrity of the soils, natural areas, and wildlife populations provide the essential foundation for economic, social and personal health. In Waterloo, environmental health also helps to define the community's sense of place. The City is defined, linked, and bounded by natural features like the wetlands, the Mauneha River, natural and wildlife areas, and wooded drumlines. Paying attention to how growth and development affects these resources, and how these resources are an asset to community growth, will contribute significantly to the achievement of Waterloo's future vision.

Economic Health: is defined by the availability of opportunities for residents to efficiently meet their day-to-day employment, service, shopping, and entertainment needs within the community by fostering the growth of existing businesses and encouraging the establishment of new, community-compatible businesses to broaden the tax base and provide reliable jobs.

Social Health: includes access to a range of affordable housing types, quality education, jobs, variety of transportation options, and healthy and affordable food. A socially healthy community is one that celebrates its local culture and fosters community interaction and involvement.

Personal Health: by fostering an environment that facilitates a healthy lifestyle for residents through physical activity, social interaction, and access to natural resources. The city will strive to increase opportunities for: outdoor activities, community events, community and neighborhood design techniques (such as mixing compatible land uses), and promoting safe and fun walking and cycling environments.

The principles of implementation to advance a Green and Healthy community remain:

- Connectedness – all aspects of a community should be thought of as connected
- Diversity – a variety in all things; housing, businesses, land use, recreation
- Adaptability – the city's ability to change and adapt over time; new strategies or goals

Note: This update will include only limited chart data as this information can be found online as needed with up-to-date information. Data included will be for specific reference and a means to monitor change for future updates and reporting.

## City of Waterloo Goals:

### Agricultural Resources:

*Respect the agricultural character of the community.*

### Natural Resources:

*Protect and enhance natural features and ecological systems in the City's planning area.*

### Cultural Resources:

*Preserve, enhance, and promote Waterloo's small-town, historic character.*

### Land Use:

*Promote a future land use pattern in and around the City that is in harmony with the natural landscape, helps maintain property values, encourages well-planned and attractive development, and minimizes land use conflicts.*

### Transportation:

*Provide a safe and efficient transportation system that meets the needs of multiple users in and around the City.*

*Develop and maintain a comprehensive system of bicycle and pedestrian facilities in and around the City to encourage alternative transportation and a healthy, active lifestyle.*

### Utilities and Community Facilities:

*Promote an effective and efficient supply of utilities, community facilities, and public services that meet the expectations of City residents and business owners.*

*Coordinate utility and community facilities planning with land use, transportation, natural resource, and recreation planning.*

*Ensure the provision of a sufficient number of parks, recreational facilities, and open space areas to enhance the health and welfare of City residents and visitors.*

### Housing and Neighborhood Development:

*Provide a variety of housing types at a range of densities and costs to accommodate the needs and desires of existing and future residents.*

### Economic Development:

*Retain and attract businesses that can capitalize on Waterloo's regional position, enhance the City's character and appearance, strengthen and diversify the non-residential tax base and employment opportunities, serve the day-to-day needs of residents, and help create a desirable place to live, work, and visit.*

*Support the long-term growth and expansion of existing businesses.*

### Intergovernmental Cooperation:

*Develop and maintain mutually beneficial relationships with adjacent governments, counties, and the School District.*

## 5 Year Priorities

This update will serve as the priorities for the next five years, focusing on three main elements and outcomes. However, this does not discard or exclude the other elements of the Plan, rather this puts more focus on the priorities and current department plans as listed in the attachments. Each chapter listed in the Plan has several overlapping goals; addressing an issue in one chapter may also accomplish a goal in another.

### 1) Economic Development

- a. Downtown W. Madison Street – Tax Increment Funding (TIF) #2
- b. Portland Road/Hwy 19 Corridor – TIF #3
- c. Sheehy Land – New TIF possibility

### 2) Land Use, Housing and Neighborhoods

- a. Single family, multi-family, senior housing
- b. Remedy of blight within the city (businesses, housing, roads)

### 3) Utilities & Community Facilities

- a. Continue to invest in Firemen’s park; advancing park & recreational facilities, programming (Waterloo Youth Sports Organization & Fund 80); increase connectivity/paths; expand access to the Mauneshia River
- b. Supporting utility upgrades & creative funding options

This information provides the basis for all subsequent information in the plan.

### Community needs:

- Maintain small-town atmosphere, quaint & quiet charm
- Preserve natural resources and open spaces
- Restore and preserve Waterloo’s historic downtown
- Connect Firemen’s Park, a significant and attractive asset, with the downtown
- Housing stock and neighborhoods should be a blend of single family, townhouses, and condos; with pedestrian friendly bike paths and sidewalks
- Design standard/appearance for commercial and residential properties supported, along with trees and well-maintained roads and sidewalks
- Supports industrial development
- Focus on daily needs; grocery store, laundromats, restaurants, specialty shops, entertainment

### Key planning issues:

- Community Character: Firemen’s park and Mauneshia River significantly contribute to Waterloo’s character. City’s image, aesthetics and health have declined. Benefits would include a unified vision or theme
- Land use: Identify appropriate locations for business, ensure new developments adhere to design guidelines, protect public places and open spaces
- Pace of Development: Improve the aesthetics of downtown, increase business diversity, and increase connectivity between downtown and the community

- Environment: Protect natural resources, river cleanliness, wetlands, stormwater flow
- Housing: Need greater diversity, concern with aesthetics of neighborhoods
- Economic Development: Downtown commercial redevelopment; condos upper levels, community building, and efforts to beautify downtown
- Transportation: Roadway resurfacing and streetscaping; lighting and trees
- Facilities and Services: Leadership in organizing community events (Parks & Library) for all ages and a unifying theme for all city facilities and buildings

**Supporting Information**

Figure 1: Population

Municipality	Comp Plan 2000	Plan Projected 2020	Census 2010	Final Est 2020	Percent Change
Waterloo	3,259	3,868	3,333	3,341	.024%

Reference: [https://doa.wi.gov/Pages/LocalGovtsGrants/Population\\_Estimates.aspx](https://doa.wi.gov/Pages/LocalGovtsGrants/Population_Estimates.aspx)

**Goal #1: Economic Development**

**Goals (Reference 2008 Plan, Chapter 2)**

- Engage in proactive economic growth (pg 41)
  - 333 Portland Rd TIF 3
  - Redevelop Portland Rd/Hwy 89 – expand TIF 3
  - Revitalize downtown (empty store fronts 2021 =9 )
- CDA, equip with professional support, utilize TIF for development

**Supporting Information**

Figure 2: Downtown 1st Floor Occupancy Rates Over Time

DOWNTOWN 1ST FLOOR OCCUPANCY RATES OVER TIME					
As Of	1st Fl. Commercial (Cnt)	Vacant (Cnt)	Occupied (Cnt)	Occupancy %	Vacancy %
4/28/2021	45	9	36	80%	20%
3/23/2018	45	10	35	78%	22%
9/15/2016	45	12	33	73%	27%

Figure 3: Major Employers Over Time

Employer	Product or Service	# of Employees 2008	# of Employees 2021
Trek Bicycle	Bicycle Manufacturing	175	900
Waterloo School District	Education		135
Sussek Machine Corporation	Manufacturer	110	125
Van Holten's Inc	Pickle Production	75	105
McKay Nursery *	Nursery, Landscaping	70	70
Piggly Wiggly	Groceries		60
Municipal Government	Government		50
Lipari Foods	Cheese Manufacturing		40
F&M Bank	Financial		32
Kwik Trip	Convenience store/gas		25
Regius Rubber	Rubber Manufacturer		20
Ab E Manufacturing	Egg Products		13
Avestar	Financial		12
Custom Plastic	Plastic Fabrication		10
Metal Worx/Technicut	Metal		7
EVO	trucking		Closed 2021
Briess Industries	Producer of Malt	15	Closed 2021
Sheehy Mail Contractor	Trucking	150	Sold to EVO
Pallet One	Pallet Manufacturing	95	Closed 2019
*seasonal workers			

## Goal #2: Land Use, Housing and Neighborhoods

### Goals (Reference 2008 Plan Chapters 6 and 9)

- Minimize land use conflicts where family homes abut industrial properties, primarily along Hwy 19 & 89 and the rail corridor, through thoughtful planning, implementation, and strategic redevelopment
- Plan for adequate amount of land to accommodate a variety of uses; residential, industrial, commercial and community facilities
- Direct new development to surrounding existing development
- Utilize existing infrastructure and utilities wherever practical
- Require all new development in the city to connect to sanitary sewer and public water systems, discourage development outside city limits until services are available
- Promote walkability, road, paths, sidewalks, parks, and trail connections between existing and new development
- Provide sidewalks or walking paths along all streets throughout the neighborhood; add where absent to address safety needs

- Downtown; increase access to the Maunasha River by promoting more rear building and yard uses and entries, capturing small open space connections, and promoting rear façade rehabilitation
- Avoid rezoning any area designated for General Industrial development until public sanitary sewer and water service is available, and a specific development proposal is offered, or the city approves a business/industrial park layout and/or covenants
- Consider reserving future sites for public facilities by identifying these areas on an official map
- Encourage a blend of housing options, including waterfront condominium developments
- Encourage tree planting along new streets

### **Supporting Information**

Figure 4: Building Permits Issued (1995-2019)

Type	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Single Family Homes	29	18	15	10	2	7	15	7	9	6	3	7	2	3
Duplexes	2	2	2	2	0	1	1	3	1	0	2	1	1	2
Multi-Family	0	0	2	4	2	0	0	0	0	0	0	0	1	0
Community Based Residential Facilities	1	1	1	0	0	0	0	0	0	2	0	0	0	0
Commercial	3	1	0	0	1	1	1	1	1	1	0	3	0	1

Type	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Single Family Homes	2	5	2	1	2	3	0	1	2	2	3	<b>133</b>
Duplexes	0	0	0	0	0	0	0	0	0	0	0	<b>20</b>
Multi-Family	0	0	0	0	0	0	1	0	0	0	0	<b>9</b>
Community Based Residential Facilities	0	0	0	0	0	0	0	0	0	0	1	<b>5</b>
Commercial	0	0	0	0	0	0	2	0	0	2	0	<b>14</b>

Figure 5: Housing Types

	1990 Units	1990 %	2000 Units	2000 %	2010 Units	2010 %	2019 ACS estimate	2019 Est.
Single Family (detached & attached)	686	66%	861	66%	911	61%	979	65%
Multi-Family	267	26%	338	26%	397	27%	424	28%
Mobile Home	78	8%	96	8%	180	12%	111	7%
Totals	1031	100%	1295	100%	1488	100%	1514	100%
* 2010 US Selected Housing Characteristics								



### Goal #3: Utilities and Community Facilities

#### Goals (Reference 2008 Plan Chapter 8)

- Advance park and recreational facilities and programming in collaboration with the School District
- Expand facilities, activities, and events in Firemen’s Park and build a trail to downtown
- Provide quality accessible park, recreation, library & open space facilities & services for all age groups
- Invest in Firemen’s Park, increase community-wide use of the Park for events, and identify ways to further capitalize on this significant community asset
- Improve and expand access to the Mauneshia River without impairing the river ecosystem
- Support utility upgrades, and creative funding options, to meet the needs of current and future residents and businesses and to facilitate economic growth
- Coordinate utilities and community facilities with land use, transportation, natural resources, and recreation planning
- Ensure that basic public services are available to all residents

#### Supporting Information

Figure 7: Utilities and Community Facilities Timetable

Utility/Facility	Timetable	Comments
Solid Waste & Recycling Services	Ongoing	Consider waste reduction education programs and promote recycling as a way to advance the City’s goal of becoming a <i>Green and Healthy</i> community.
Stormwater Management	Ongoing	Continue to explore options for better city-wide management of stormwater infiltration into sanitary sewer lines for the purposes of managing peak flows within treatment plant capacity. Explore options for better city-wide management of stormwater infiltration into sanitary sewer lines for the purposes of managing peak flows within treatment plant capacity. Explore creating Stormwater Utility as part of the Public Works Department to the Utility District.”
Police Station	Ongoing	Continue annual squad car replacement program. Update equipment (e.g. radios, computers) as needed
Medical Facilities	Ongoing	Continue to cooperate with the private sector in providing these essential services.
Sanitary Sewer Service On-Site Wastewater Treatment (Septic) Systems	Ongoing	Continue program of replacement and enhancement of utility lines with street reconstruction projects.
Sanitary Sewer Service On-Site Wastewater	Ongoing	Ensure the proper ongoing maintenance of existing on-site wastewater treatment systems in the City, do not allow additional systems for new development in the City.
Water	Ongoing	Work to close loops in water mains. Continue program of replacement and enhancement of utility lines with street reconstruction projects.
Water	To Be Determined	Pursue the construction of a new water tower, likely on the existing site.

City Hall	--	City Hall facilities are expected to be sufficient through the planning period. Roof replaced in 2020.
Public Works, Police Station & Fire Department	--	Facilities are expected to be sufficient for planning period. Update equipment and vehicles using a multi-year planning approach
Library	--	Facilities are expected to be sufficient for planning period with possible drive-up service addition.
Schools	--	2020 Renovations completed
Park & Recreation Facilities	--	See Parks Comprehensive Outdoor Recreation Plan

## **Implementation And Follow-up**

### **(Reference 2008 Plan Chapter 11)**

- Plan for annual updates as needed with action and input from municipal boards, committees and commissions. New update due 2026.

## **Appendix. Additional Information**

### **Supplemental Tables:**

- Accomplishments since 2008
- Priorities carried forward
- Current department plans

**PRIOR YEARS ACCOMPLISHMENTS**

Item #	Category	Committee	Plan Recommendation	Year	Accomplishment	2008 Plan Page
2.01	Environment	Utilities	Quality Water	2019 thru 2021	Private Lead Line Service Loan Program	i
2.02	Economic Development	CDA	Environmental health, Recruit new business	2019	Clean Up of Brownfield Sites (333 Portland Rd)	ii/42
2.03	Redevelopment	CDA	Convenient downtown parking	2008 & 2021	2008: post flood, restructured dead-end, more parking 2021: 203 E Madison Street parking	18/39
2.04	Economic Development	CDA	Restaurants	2021	Facilitated re-use of former restaurant, 122 S Monroe, Monroe Street Pizza	18
2.05	Community Facilities & Services	DPW/PARKS	Take advantage of River & Firemen's Park	2000 +	Multiple paths follow the river, started 2000; 203 E Madison/Youker Park path planned 2022	18
2.06	Economic Development	CDA	Community Center	2017	Facilitated resale of Gauthier properties	18
2.07	Community Facilities & Services	WHS	Focused on Improving Aging School Facilities	2018 & 2019-20	August 14, 2018 Referendum passed, construction new gym and facilities 2019 - opened 2020	18
2.08	Community Facilities & Services	CDA	Develop City Park & Recreation department	2016	Hired Park Director March 1, 2016	18
2.09	Transportation	DPW/PARKS	Road Projects/utilities/paths	2008 & 2017	North Monroe Street (Hwy 89) Reconstruction - Madison Street (Hwy 19) Reconstruction (TIF 1 funds)	18
2.10	Community Facilities & Services	PARKS	Promote community events	on going	City website, Facebook pages, Park & Rec banners in city hall windows, newspapers	18
2.11	Redevelopment	CDA	Perry Judds Development	2013 - April 18th	Purchase & facilitated re-use: office building, Riverwalk Senior Living, additional housing options (plant area) TIF #3 Resolution 2013-09	18
2.12	Economic Development	CDA	Pro-active Business recruitment	2008 TIF #1 plus	Re-opening Briess Malting, Regius Rubber; Custom Plastic; Hometown Pharmacy; Dollar General; Ab E Manufacturing	18
2.13	Housing	CDA	Community Benefit/taxes	2019	Residential Development - Treyburn Farms, Hedtcke properties, DeYoung Farms, Find Your Path Here Program 2012	18
2.14	Community Character	CDA	Aesthetics; Building materials	2017	Facade grants, ongoing downtown use	18
2.15	Community Character	DPW/PARKS	Aesthetics; Landscaping	2019	Custom Downtown Streetscape Planters donation, 2020 Christmas decor donation, Wayfinding signs	17/18
2.16	Economic Development	CDA	Upgrade CDC to CDA	2019	Combined CDC to CDA only, annual budgets, professional support	33/42
2.17	Economic Development	CDA	Retail opportunities	2019	Coffee/sandwich shop, Florist, Ice Cream/Specialty shop (Photography studio, Auto repair - multiple)	40
2.18	Community Facilities & Services	PARKS	Support & sponsor community events	2016	Park Director taking on Chamber events along with other park festivities & concerts	83
2.19	Community Facilities & Services	PARKS	Community Facilities	2016	Implemented and formalized a Parks & Recreation department at City Hall	143
2.20	Community Facilities & Services	PARKS	Promote community events	2015	Volunteer inspired installation of community dog park located at Firemen's Park	18

DRAFT  
Comprehensive Plan Update  
**PRIORITIES CARRIED FORWARD FROM 2008**  
1:07 PM 4/22/2021

Item	Category	Committee	2008 PLAN ITEM - CARRIED FORWARD	PURPOSE	2008 PLAN REFERENCE
4.01	Economic Development	CDA	Pursue a More Assertive Approach to Economic Development/Utilize TIF	Invest time and resources in a pro-active and assertive economic development programs, hire consultant	Ch 2 pg 42 & 46 - Item 2 & 7
4.02	Economic Development	CDA	Work with Existing Local Businesses to Promote Economic Growth	To facilitate and encourage growth at existing site or new sites in the city	Ch 2 pg 43 - Item 3
4.03	Economic Development	CDA	Encourage Entrepreneurial Efforts and Small Business Start-Ups	Foster new business creation	Ch 2 pg 44 - Item 4
4.04	Economic Development	CDA	Recruit New Businesses to Fill Unmet Local Needs	See updated land use map for targeted geographical areas. Options include laundry, car wash, sporting goods store/rental, optometrist etc.	Ch 2 pg 45 - Item 5, also Ch 1 pg 20-21
4.05	Economic Development	Plan Commission	Enforce High-Quality Design Standards	To ensure the development of non-residential and mixed-use projects	Ch 2 pg 47 - Item 8
4.06	Economic Development	CDA	Redevelopment of Underutilized Lands	Promote downtown empty storefronts, eliminate blight and other underutilized land to revitalize business growth	Ch 2 pg 50 - Item 9, also Ch 6 Land Use pg 87+
4.07	Housing	Plan Commission/ CDA	Limit Residential Development within the City's Extraterritorial Jurisdiction/Manage Development	Maintain "hard-edge" between City and countryside; Long range neighborhood growth (w/updated Map 5)	Ch 3 pg 55 Item 1-3, pg 56 Items 1-2
4.08	Community Character	Parks/DPW	Natural Resources	Protect & enhance environmental corridors, Maunsha River, Garman's Woods; linking city-wide trail	Ch 4 pg 63, 67 Goals
4.09	Environment	Parks	Take a Leadership Role In Promoting City-wide Environmental Health	Link the preservation of natural resources with recreational and economic opportunities for residents and visitors	Ch 4 pg 70-71, & 75, Items 4-5 & 10
4.10	Community Character	CDA	Preserve Historically Significant Buildings	Promote restoration and rehab of historic buildings	Ch 5 pg 81 Item 1
4.11	Facilities and Services	CDA/Staff	Promote Businesses and Services that Cater to Different Groups	Promote a diverse population; promote/support Public Library learning center	Ch 5 pg 81 Item p6, pg 82 Item 2
4.12	Facilities and Services	Parks	Support & Sponsor City Events	Build a Waterloo specific sense of community	Ch 5 pg 83 Item 3
4.13	Facilities and Services	Parks/CDA	Signage & Streetscaping features	Identify theme for wayfinding within the city for driving, walking, biking. Select streetscaping features; lighting, benches	Ch 5 pg 84-85 Item 4
4.14	Land Use	Plan Commission/ CDA	Promote land use that is in harmony with the natural landscape; maintains property values; preserves the communities predominantly residential character, encouraging well-planned and attractive development minimizing land use conflicts	Ensure adequate room to grow; desirable and varied residential opportunities. Promote compact new development that utilizes existing infrastructure and utilities wherever practicable.	Ch 6 pg 94-95 Goal
4.15	Community Character	DPW	Preserve Community Character	City should be walkable, with path, sidewalks, benches, landscaping, lighting, remain orientated around the downtown as the focal point/hub of Waterloo	Ch 6 pg 116 Item K
4.16	Transportation	DPW/Utilities	Continue to make upgrades to existing City roadways; Become a Bicycle Friendly Community	Maintain a five-year Improvement Program; consider path and bike lanes in designs	Ch 7 pg 131-133 Item 1 & 4
4.17	Transportation	CDA	Promote the Use of Railways for Local Use	Support rail spur extensions if demanded by potential users	Ch 7 pg 131 Item 3
4.18	Facilities and Services	Parks/DPW	Implement A Plan For the Old Mill Pond Area	Finalize bike/ped connectivity from downtown 203 E Madison to Firemen's Park via Youker Park	Ch 8 pg 146 Item 5
4.19	Facilities and Services	Parks/Plan Commission	Include School District in future planning decisions	Coordinate land use decisions, community needs	Ch 8 pg 146 Item 6

DRAFT  
 Comprehensive Plan Update  
**PRIORITIES CARRIED FORWARD FROM 2008**  
 1:07 PM 4/22/2021

Item	Category	Committee	2008 PLAN ITEM - CARRIED FORWARD	PURPOSE	2008 PLAN REFERENCE
4.20	Facilities and Services	Staff	Plan for a Board of Police & Fire Commissioners	Required when population reaches 4,000	Ch 8 pg 147 Item 8
4.21	Facilities and Services	Utilities	Upgrade Public Utilities as Needed	Coordinate utility growth with overall municipal growth; Update Chart 8.3	Ch 8 pg 147 Item 9
4.22	Housing	CDA/Plan Commission	Support the Provision of Affordable Housing	Promote the maintenance of older neighborhoods & programs to provide new affordable housing	Ch 9 pg 154 Item 1
4.23	Inter-governmental Cooperation	DPW/Staff	Pursue Intergovernmental Discussions with the Town of Portland; Coordinate with adjoining towns Medina & Waterloo	Examine difference between the two jurisdiction's plans; future development on the SW side access to Waterloo Road, Need agreements	Ch 10 pg 169 & 171, Item 1 & 4
4.24	Inter-governmental Cooperation	Staff	Remain Involved in Regional Initiatives	Maintain active and open dialogue with neighbors and the region	Ch 10 pg 171 Item 3
4.25	Inter-governmental Cooperation	Staff	Rigorously reference this update and follow prescribed implementation steps	Implementation follow up & review, per WI State Statutes requirements	Ch 11 pg 173-178

2021-2025 Plan  
UPDATE (draft)  
**CURRENT DEPARTMENT PLANS**

ITEM	DEPARTMENT	EXISTING DEPARTMENT PLAN ITEM	PURPOSE	COMP PLAN REFERENCE	SOURCE
3.01	Electric Utility	Installation of Hwy O Electric Substation	Electric service redundancy meeting expectations of business owners	Pg. 105 Goal: promote efficient supply of utilities... that meeting expectations of City residents and business owners	Waterloo Utilities
3.02	Electric Utility	Electric Service Pole Replacements; Electric Meter Replacements and Funding Transportation Fund	Maintain electric system infrastructure	Pg. 105 Goal: promote efficient supply of utilities... that meeting expectations of City residents and business owners	Waterloo Utilities
3.03	Electric Utility	Funding Transportation Fund	Maintain Waterloo Utilities service fleet	Pg 106 Policy 1: "maximize the use of existing utilities and plan for order expansion of utilities	Waterloo Utilities
3.04	Electric, Water & Sewer Utility	Repair/reconstruct existing municipal utilities in coordination with multi-year Street & Utility Schedule	Maintain water, sewer and electric system	Pg 106 Policy 1: "maximize the use of existing utilities and plan for order expansion of utilities	Waterloo Utilities
3.05	Sewer Utility	Upgrade waste treatment plant to size for future and comply with state/fed wastewater standards	Upgrades sewer system and treatment plant	none	Waterloo Utilities
3.06	Sewer Utility	Replace remaining lead public water laterals in coordination with municipal property owner assistance programs	Eliminate 100% of public lead water laterals	Pg. 105 Goal: promote efficient supply of utilities... that meeting expectations of City residents and business owners	Waterloo Utilities
3.07	Clerk/Treas	Manage/operate municipal programs to aid private property owners in removal of private lead water lines	Eliminate 100% of private lead water lines	Pg. 105 Goal: promote efficient supply of utilities... that meeting expectations of City residents and business owners	Clerk/Treasurer
3.08	Water Utility	Well improvements	Well improvements as projected by engineer	Pg. 105 Goal: promote efficient supply of utilities... that meeting expectations of City residents and business owners	Waterloo Utilities
3.09	Parks and Recreation	Firemen's Park (a) Develop master plan and strategic improvement plan; (b) develop programs and events to bring the community together and engaged; and (c) Sand Volleyball Court development and camping area	Multiple		Parks & Rec Dept Comprehensive Outdoor Recreation Plan
3.10	Parks and Recreation	Waterloo Regional Trailhead – (a) Design and locate appropriate signage for the Trailhead and Park; (b) Fundraising for park improvements; and (c) Educational opportunities	Multiple		Parks & Rec Dept Comprehensive Outdoor Recreation Plan
3.11	Parks and Recreation	Morrison Field – (a) Morrison Way street and parking improvements; (b) Bleacher and spectator improvements; (c) Field improvements; (d) Restrooms; (e) North side pavilion, parking and play structure; (f) Pedestrian path through park	Multiple		Parks & Rec Dept Comprehensive Outdoor Recreation Plan
3.12	Parks and Recreation	Veteran's Memorial Park – (a) Improvements to Maunsha Business Center; (b) Connection to city parking lot; (c) Improvements to existing memorial and stage	Multiple		Parks & Rec Dept Comprehensive Outdoor Recreation Plan
3.13	Parks and Recreation	Youker Park -- (a) Mowing of interpretive path; (b)improve street parking; design and implement interpretive nodes; and (c) design & building bridge connecting to City Hall	Multiple		
3.14	Parks and Recreation	DeYoung Farms -- (a) Clearing of invasive plants; (b) connecting paths to internal mulch paths; (c) path grading and re-mulching improvements; and (d) design and implement interpretive nodes, (e) design & implement entrance signs	Multiple		
3.15	Library (KJML)	In a world of rapidly changing technology, KJML will provide access and training for devices, programs and tools to meet the various information needs of the community	Access to educational tools		Karl Junginger Memorial Library 2017-2020 Strategic Plan
3.16	Library (KJML)	The KJML will provide comfortable and inviting space for leisure, technology access and work	Access to educational tools		Karl Junginger Memorial Library 2017-2020 Strategic Plan
3.17	Library (KJML)	The library will set about doing the hard work of community coordination, acting as an ambassador not just for the library but for the larger Waterloo community.	Promote Social Health		Karl Junginger Memorial Library 2017-2020 Strategic Plan
3.18	Library (KJML)	KJML will seek intentional interaction through educational, language and cultural exchanges that will encourage Hispanic community members to more fully use the library and feel safe and truly part of the larger Waterloo community.	Promote Social Health		Karl Junginger Memorial Library 2017-2020 Strategic Plan
3.19	Library (KJML)	The library will provide diverse opportunities for learning, engagement and exploration for all community members.	Promote Social Health		Karl Junginger Memorial Library 2017-2020 Strategic Plan



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

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**RESOLUTION #2021-18**

**Entering Into An Outdoor Recreation Aids Grant Contract With The Wisconsin Department Of Natural Resources (Urban Green Space Grant #UGS3211221; \$17,137.50)**

**Whereas**, the Community Development Authority, the Parks Commission and many municipal leaders seek to connect Waterloo's downtown to Firemen's Park by way of a scenic, nature-based bike and pedestrian path, and;

**Whereas**, Parks Coordinator Gabe Haberkorn and former Community Development Authority member Garry Whitebird prepared and applied for Wisconsin Department of Natural Resources grant application with the intent of creating an enduring community amenity, and;

**Whereas**, the Wisconsin Department of Natural Resources has forwarded a grant contract for financial assistance for the City of Waterloo Mauneha Trail Acquisition, which is a grant of \$7,137.50 to be matched by similar municipal funding with the purpose of acquiring lands necessary to carry out this community vision.

**Therefore, Be It Resolved**, by the Common Council of the City of Waterloo, Wisconsin, that it agrees to enter into the contract referenced above and directs the Mayor and municipal staff to execute all necessary documents and to carry out the contract obligations as stated in the contract for the betterment of the City of Waterloo.

**PASSED AND ADOPTED** this \_\_\_\_\_, 2021.

**City of Waterloo**

Signed:

\_\_\_\_\_  
Mayor Jenifer Quimby

Attest:

\_\_\_\_\_  
Mo Hansen, Clerk/Treasurer

State of Wisconsin  
DEPARTMENT OF NATURAL RESOURCES  
3911 Fish Hatchery Road  
Fitchburg WI 53711-5397



Tony Evers, Governor  
Preston D. Cole, Secretary  
Telephone 608-266-2621  
Toll Free 1-888-936-7463  
TTY Access via relay - 711



April 21, 2021

► **REQUIRES IMMEDIATE ACTION** ◄  
**Urban Green Space**  
**Grant# UGS3211221**  
**Grant Amount: \$7,137.50**

Morton Hansen, City Clerk/Treasurer  
City of Waterloo  
136 N. Monroe St.  
Waterloo, WI 53594

Dear Mr. Hansen:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant contract for financial assistance for the following project: *City of Waterloo - Mauneshia Trail Acquisition*

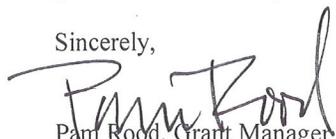
Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Cheryl Housley at the South Central Region, 3911 Fish Hatchery Rd, Fitchburg, WI 53711. Funds will be encumbered when the signed contract is returned. **The second signed and notarized copy of the contract should be recorded in the Office of the Register of Deeds once the project is complete.** Please send Cheryl a copy of the recorded contract when final reimbursement is requested.

Please read the items checked below. They apply to your project and grant award.

- Grant Award Time Period: April 15, 2021 through June 30, 2023.** All project activities must occur within this time period to be eligible costs for reimbursement, unless a letter of retroactivity was issued for the City's acquisition.
- Advance or Reimbursement Check:** Your advance or reimbursement will be made by ACH (direct deposit) to City of Waterloo, email: [cityhall@waterloowi.us](mailto:cityhall@waterloowi.us), c/o Morton Hansen, 136 N Monroe St, Waterloo, WI 53594. This is the recipient that appears in our records – please confirm that this is correct information for City's account.
- Changes to the approved project scope** may not be made without prior approval from the Department.
- You are entitled to a project advance of: \$3,568.75** This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*
- Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to: <http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>
- IMPORTANT: This entire grant contract must be recorded against title in order to process your final reimbursement request. As well the grant program covenant should be recorded on City's deed(s) from the seller(s).**

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Cheryl. Feel free to contact Cheryl at 608-516-9560, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

  
Pam Rood, Grant Manager  
Bureau of Facilities and Lands

Enclosure(s)

cc: Cheryl Housley – SCR

This document drafted by:  
 State of Wisconsin  
 Department of Natural Resources  
 P.O. Box 7921  
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS  
 GRANT CONTRACT**  
 Form 8700-065c (8/12)

**Notice**

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

**Sponsor:**

City of Waterloo

**Project Number:**

UGS3211221

**Project Title:**

City of Waterloo - Maunasha Trail Acquisition

**Program Name:**

Knowles-Nelson Stewardship Program  
 Urban Green Space

**Payment Period:** *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*

April 15, 2021 through June 30, 2023

**Project Scope:**

The City of Waterloo will utilize Stewardship Urban Green Space grant funds to aid with the purchase of 0.11 acres (two small lots) for a trail corridor connection from its Madison Street ownership to Firemen's Park and for Maunasha river access.

**Legal Description (hereinafter referred to as Property):**

See Exhibit A

Name and Return Address  
 Morton Hansen, City Clerk/Treasurer  
 City of Waterloo  
 136 N. Monroe St.  
 Waterloo, WI 53594

Parcel Identification Number (PIN)

Part of tax parcel number: 290-0813-0533-033  
 Part of tax parcel number: 290-0813-0533-070

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limited to the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

**Project Financial Assistance Summary**

The following documents are hereby incorporated into and made part of this Contract:

Total Project Cost	\$14,275.00
Cost-Share Percentage	Up to 50%
State Aid Amount	\$7,137.50
Project Sponsor Share	\$7,137.50

1. Chapter 23, Wis. Stats.
2. Chapter NR 51, Wisconsin Administrative Code
3. Chapter NR 52, Wisconsin Administrative Code
4. Grant Application, attachments, and addendums

## A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Urban Green Space Subprogram and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

### The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.
14. Shall agree to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also known as "Uniform Guidance") and WI State Single Audit Guidelines found at <http://www.doa.state.wi.us/Divisions/Budget-and-Finance/Financial-Reporting/state-controllers-office/state-single-audit-guidelines> issued

by Wisconsin Department of Administration, State Controller's Office, if Grantee expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency.

The Department:

15. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount shown as "State Aid Amount" on page 1, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
16. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

**B. Special Conditions:**

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. In accordance with s. 23.09165, Wis. Stats. and additional specifications provided by the Department, the Sponsor shall acknowledge the state's assistance in acquiring ownership of the Property, and provide notice of public access to the Property, by placement of signs on the Property. Signs shall be placed at major access points to the Property and list the primary activities allowed or prohibited on the Property.
- d. No portion of the Property shall in the future be used to satisfy land area requirements for other property not subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been restricted or extinguished by this Contract and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.
- e. The Sponsor shall comply with all public access provisions in s. 23, Wis. Stats. and chs. NR 51 and NR 52, Wis. Admin. Code. Any Department determinations to allow the prohibition of one or more nature based outdoor activities on the Stewardship Property are noted in this Contract under the Special Terms and Conditions. The Sponsor agrees to contact the Department if any of the factors identified in s. NR 52.05, Wis. Admin. Code, changes such that prohibition of any nature based outdoor activity may be necessary or is no longer necessary. Authority to allow such a prohibition rests solely in the Department
- f. Department Determinations to allow approved prohibitions of Nature Based Outdoor Activities on the property: Hunting is prohibited per NRB approved action at the January 27,2021 meeting (Action item 2.F.).
- g. One-half of all receipts from the sale of any structures, improvements or personal property that were included in the appraisal for the Property shall be reimbursed to the Department.
- h. The Sponsor agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs or whatever kind and nature related to any and all unknown and known environmental hazards associated with the purchase of Property or rights in Property that are purchased with Department grant funds, by the Sponsor.
- i. Acquisition of real property shall be in accordance with state guidelines for preparation of appraisals and relocation assistance.
- j. The Sponsor shall comply with Historic Properties State Statute (s. 66.0307, Wis. Stats.) or have a clearance letter from the State Historic Preservation Officer.
- k. The following clause must appear on the title deed or declared as a covenant on the property's title:  
*The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23 Wisconsin State Statutes, Chapter NR 51 of the Wisconsin Administrative Code, Chapter NR 52 of the Wisconsin Administrative Code, and Stewardship Grant Contract Number UGS3211221 (the "Contract") entered into by City of Waterloo, Grantee, and the Wisconsin Department of Natural Resources on <INSERT date grant contract is signed>. By acceptance of this deed, the Grantee, for itself and its successors and assigns hereby covenants and agrees no to convey, sell, lease, assign or mortgage the property herein conveyed or convert it to uses or purposes inconsistent with the Stewardship Program and Agreement without the prior written approval of the Wisconsin Department of Natural Resources.*

I. Any disturbance of wetlands or waterways for trail construction will require permits. Contact: Luke Roffler at [Luke.Roffler@wisconsin.gov](mailto:Luke.Roffler@wisconsin.gov) or (262)354-4569.

Check here if you request advance payment totaling \$3,568.75

The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

**SPONSOR**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BY \_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Typed Name of Sponsor Representative

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named \_\_\_\_\_ to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Signature of Notary Public

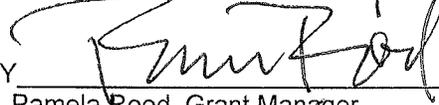
\_\_\_\_\_  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My Commission expires \_\_\_\_\_

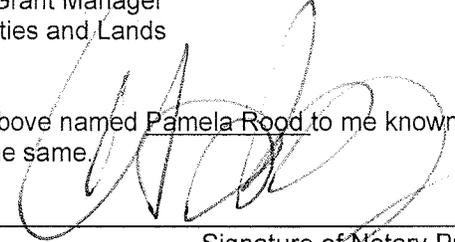
State of Wisconsin, \_\_\_\_\_ County

**STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

Signed this 22<sup>nd</sup> day of April, 2021.

BY   
Pamela Rood, Grant Manager  
Bureau of Facilities and Lands

Personally came before me this 22<sup>nd</sup> day of April, 2021, the above named Pamela Rood to me known to be the person who executed the foregoing instrument and acknowledged the same.

  
Signature of Notary Public

Cheryl B. Housley  
Typed or Printed Name of Notary Public  
Notary Public, State of Wisconsin

My commission expires February 10, 2024

State of Wisconsin, Dane County

Exhibit A

**Outlot 1 of Certified Survey Map No. 6085, recorded in Volume 35 of Certified Surveys on Page 268 as Document No. 1428000 being a part of Outlot 174 of the City of Waterloo, Jefferson County, Wisconsin.**

**Part of tax parcel number: 290-0813-0533-033**

**AND**

**Outlot 2 of Certified Survey Map No. 6085 recorded in Volume 35 of Certified Surveys on Page 268 as Document No. 1428000, being a part of Out Lot 52, in the City of Waterloo, according to the Assessor's Plat recorded March 22, 1937 in Volume 5 on Page 91. Said lands lying and being in the City of Waterloo, Jefferson County, Wisconsin.**

**Part of tax parcel number: 290-0813-0533-070**