

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

### A MEETING OF THE WATERLOO COMMUNITY DEVELOPMENT AUTHORITY - AGENDA

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

Date:July 19, 2022Time:6:00 p.m.Location:Municipal Building, 136 North Monroe Street (via remote phone conference for participants and public)

Join Zoom Meeting: <u>https://us02web.zoom.us/j/82709126628?pwd=aWJCd3VkOTIIVXIzYnhKRnN2U0hkZz09</u> Meeting ID: 827 0912 6628 Passcode: 989208 Dial by phone: +1 312 626 6799 US (Chicago)

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2. MEETING MINUTES APPROVAL: June 21, 2022
- 3. UPDATES & REPORTS
  - a. Non-Metro Connections Update
  - b. Clerk/Treasurer Report -
  - c. Financial Reports Tax Incremental Finance Districts 2, 3 & 4 and Fund 600-June NOTE: The City Council may meet in closed session per Wis. Stat. 19.85(1) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Upon concluding a closed session, the Committee will reconvene in open session.]
  - d. Business Association Liaison Report, (contact undetermined)
  - e. School District Liaison (contact undetermined)
- 4. OLD BUSINESS
  - a. Manuesha Business Center Crack in wall of building.
  - b. Community Assessment Review
- 5. NEW BUSINESS
  - a. Terminating Madison Commercial Real Estate Contract
  - b. Economic Development Proposal NMC
  - c. Amending/replacing NMC Contract
  - d. Thrive ED Community Assets PowerPoint
- 6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS a. Annual Calendar
- 7. ADJOURNMENT

Jeanne Ritter, Clerk/Deputy Treasurer

Community Development Authority: Soter, Petts, C. Kuhl, A. Kuhl, Woods, O'Connell, Sharpe and School District Superintendent Brian Henning as non-voting School District liaison Posted, Mailed and E-mailed: 07/14/2022

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

#### WATERLOO COMMUNITY DEVELOPMENT AUTHORITY -- MEETING MINUTES: June 21, 2022

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

- 1. PLEDGE OF ALLEGIANCE, ROLL CALL AND CALL TO ORDER. CDA Co-Chair O'Connell called the meeting to order at 6:00 p.m. Members present: C. Kuhl, M. Soter, and Petts. Remote: A. Kuhl Absent: Sharpe, Woods, and the non-voting member from School District and Business Association. Others in Attendance or remote: Maureen Giese, Everett Butzine, Jennifer Picard, and Clerk Ritter.
- MEETING MINUTES APPROVAL: May 17,2022. MOTION: [Petts/O'Connell] to approve the minutes as listed and presented. VOICE VOTE: Motion carried.
- 3. UPDATES & REPORTS.
  - a. Non-Metro Connections Motion to go into New Business [C. Kuhl/Soter] VOICE VOTE: Motion carried.
  - b. Clerk/Treasurer Report. Lead update. Currently at 19 homes with lead to be completed.
  - c. Financial Reports Tax Incremental Finance Districts 2, 3 & 4, and Fund 600. Noted
  - d. Business Association Liaison Report.
  - e. School District Liaison. No report.
- 4. OLD BUSINESS
  - a. New Resident Outreach. Welcome Packet. Library made welcome bags to hand out. Soter gave a summary. Working on 250 bags. O'Connell would like to see this left on. Adding to website
  - b. 333 Portland Rd
    - i. Archaeological Study Information Update. UW Milwaukee Jenifer Picard spoke regarding the study. Samples were taken from the site. Absolutely nothing was discovered from the samples. Information was sent to the Wisconsin Historical Society, and they agreed with the findings. We can use the report to submit to the DNR if needed. [Kuhl/Petts] VOICE VOTE: Motion carried.

#### 5. NEW BUSINESS

- a. Manuesha Business Center Crack in wall of building. Discussion on how to proceed. Looking for Yerges to [Petts/C. Kuhl] give Committee a recommendation. VOICE VOTE: Motion carried.
- b. 333 Portland Road Offer to Purchase. Butzine gave a summary of the contract. Offer for \$1 with a developer agreement. Currently the best use for this land. Would want to start at the top of the parcel. Doing the commercial area first. Motion to send to Plan Commission with CDA approval with the intention of forwarding to the City Council [C. Kuhl/Petts] VOICE VOTE: Motion carried.
- c. Community Assessment update NMC Butzine handed out a report detailing the survey. He felt people are looking for more transparency from the City. Struggle to get information to the people. Website has all meetings and City information on it. Looking for more ways to involve public. Population of Waterloo most likely to continue to increase. Updates/Newsletter shared during park events. Continue to use social media. Revisit this at next meeting after members can absorb material.
- d. Economic Development Plan Proposal NMC Butzine would like to see a plan for the city to grow. Overall plan or theme written down. Managed through Non-Metro Connections instead of the CDA. Committee would like to see a proposal from Butzine next month. Motion to have Everett bring in a proposal next month. [O'Connell/Petts] VOICE VOTE: Motion carried. Butzine will review RFP for code compliance/blight person and write his own proposal for that too. [O'Connell/ C. Kuhl] VOICE VOTE: Motion carried. Mayor spoke about completing Maple Dr to Portland Rd. She spoke to landowners to see if they would be interested in selling a part of their property to complete road. They aren't interested in development but would be interested in sale to help complete road.

#### 6. CITIZEN INPUT, FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

- a. Annual Calendar noted.
- b. Maureen Giese spoke regarding mission statement for the Waterloo Business Association. Historical plaques on building downtown buildings. Giese spoke about the wall between the Historical Society and the City Cemetery stating it needs to be cleaned and repaired. She would also like to see a proper sign regarding how and when the Cemetery started.
- 7. ADJOURNMENT. MOTION: [Petts/C. Kuhl] VOICE VOTE: Motion carried. Time: 7:45 p.m.

Attest:

Jeanne Ritter Clerk/Deputy Treasurer

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CDA'S TREASURER'S REPORT – JUNE 2022



## **CITY OF WATERLOO** BALANCE SHEET JUNE 30, 2022

## 412-TIF DISTRICT 2 FUND

ASSETS

412-11100 412-15800	TREASURER'S CASH DUE FROM AGENCY FUND TAXES	439,099.66 31,813.90	
	TOTAL ASSETS	=	470,913.56
	LIABILITIES AND EQUITY		
	LIABILITIES		
412-26100	DEFERRED REVENUE	31,814.02	
	TOTAL LIABILITIES		31,814.02
	FUND EQUITY		
412-34300	FUND BALANCE	415,337.06	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	23,762.48	
	TOTAL FUND EQUITY	-	439,099.54
	TOTAL LIABILITIES AND EQUITY	=	470,913.56

## FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	TIF DISTRICT 2 FUND					
412-41-4111-000	TAX INCREMENTS	.00	92,713.62	81,308.00	( 11,405.62)	114.0
	TOTAL TIF DISTRICT 2 FUND	.00	92,713.62	81,308.00	( 11,405.62)	114.0
	INTERGOVERNMENTAL REVENUE					
412-43-4364-000	STATE AID EXEMPT COMPUTERS	.00	.00	780.00	780.00	.0
412-43-4366-000	STATE AID PERSONAL PROPERTY	.00	2,036.19	2,036.19	.00	100.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	2,036.19	2,816.19	780.00	72.3
	MISCELLANEOUS REVENUES					
412-48-4800-000	MISC REVENUES	.00	7,137.50	119,128.89	111,991.39	6.0
	TOTAL MISCELLANEOUS REVENUES	.00	7,137.50	119,128.89	111,991.39	6.0
	TOTAL FUND REVENUE	.00	101,887.31	203,253.08	101,365.77	50.1

## FUND 412 - TIF DISTRICT 2 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	LEGISLATIVE SUPPORT					
412-51-5112-320 412-51-5112-325	LEGIS SUPPORT PR & PUB LEGIS SUPPORT ANNUAL DOR FEE	.00 .00	64.00 150.00	.00 150.00	( 64.00) .00	.0 100.0
	TOTAL LEGISLATIVE SUPPORT	.00	214.00	150.00	( 64.00)	142.7
	ATTORNEY					
412-51-5130-211	ATTORNEY ATTORNEY FEES	.00	.00	1,500.00	1,500.00	.0
	TOTAL ATTORNEY	.00	.00	1,500.00	1,500.00	.0
	CLERK - WAGES					
412-51-5142-110	CLERK SALARY/CLERK	.00	.00	25,000.00	25,000.00	.0
	TOTAL CLERK - WAGES	.00	.00	25,000.00	25,000.00	.0
	SPECIAL ACCTG AND AUDITING					
412-51-5151-214	SPEC ACCTG & AUD PROF FEES	.00	616.66	750.00	133.34	82.2
	TOTAL SPECIAL ACCTG AND AUDITING	.00	616.66	750.00	133.34	82.2
	ENGINEERING AND ADMINISTATION					
412-53-5310-215	ENG & ADMIN PROF FEES	.00	16,666.70	22,000.00	5,333.30	75.8
412-53-5310-380	TID 2 COMPUTER SUPPLY/MAINT	25.37	152.71	302.40	149.69	50.5
	TOTAL ENGINEERING AND ADMINISTATION	25.37	16,819.41	22,302.40	5,482.99	75.4
	CAPITAL PROJECT					
412-57-5701-800	CAPITAL PROJ OUTLAY	752.51	752.51	.00	( 752.51)	.0
	TOTAL CAPITAL PROJECT	752.51	752.51	.00	( 752.51)	.0
	DEBT SERVICE					
412-59-5926-001	DEBT SERVICE	.00	59,722.25	.00	( 59,722.25)	.0
	TOTAL DEBT SERVICE	.00	59,722.25	.00	( 59,722.25)	.0

## FUND 412 - TIF DISTRICT 2 FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
TOTAL FUND EXPENDITURES	777.88	78,124.83	49,702.40	( 28,422.43)	157.2
NET REVENUE OVER(UNDER) EXPENDITURES	( 777.88)	23,762.48	153,550.68		

## **CITY OF WATERLOO** BALANCE SHEET JUNE 30, 2022

### 413-TIF DISTRICT 3 FUND

ASSETS

413-11100 413-15800	TREASURER'S CASH DUE FROM AGENCY FUND TAXES		44,332.34 22,142.72	
	TOTAL ASSETS			66,475.06
	LIABILITIES AND EQUITY			
	LIABILITIES			
413-26100	DEFERRED REVENUE		22,142.60	
	TOTAL LIABILITIES			22,142.60
	FUND EQUITY			
413-34300	FUND BALANCE		62,395.20	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	(	18,062.74)	
	TOTAL FUND EQUITY			44,332.46
	TOTAL LIABILITIES AND EQUITY			66,475.06

## FUND 413 - TIF DISTRICT 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	TAXES					
413-41-4111-000	TAX INCREMENTS	.00	64,529.40	87,858.00	23,328.60	73.5
	TOTAL TAXES	.00	64,529.40	87,858.00	23,328.60	73.5
	INTERGOVERNMENTAL REVENUE					
413-43-4364-000	STATE AID EXEMPT COMPUTERS	.00	.00	320.00	320.00	.0
413-43-4365-000	STATE AID PERSONAL PROPERTY	.00	220.77	220.77	.00	100.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	220.77	540.77	320.00	40.8
	MISCELLANEOUS REVENUES					
413-48-4800-000	MISC REVENUES	.00	.00	22,198.83	22,198.83	.0
	TOTAL MISCELLANEOUS REVENUES	.00	.00	22,198.83	22,198.83	.0
	TOTAL FUND REVENUE	.00	64,750.17	110,597.60	45,847.43	58.6

## FUND 413 - TIF DISTRICT 3 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	LEGISLATIVE SUPPORT					
413-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	150.00	150.00	.00	100.0
	TOTAL LEGISLATIVE SUPPORT	.00	150.00	150.00	.00	100.0
	ATTORNEY					
413-51-5130-211	ATTORNEY ATTORNEY FEES	.00	292.50	.00	( 292.50)	.0
	TOTAL ATTORNEY	.00	292.50	.00	( 292.50)	.0
	SPECIAL ACCTG AND AUDITING					
413-51-5151-214	SPEC ACCTG & AUD PROF FEES	.00	616.66	2,000.00	1,383.34	30.8
	TOTAL SPECIAL ACCTG AND AUDITING	.00	616.66	2,000.00	1,383.34	30.8
	ENGINEERING AND ADMINISTATION					
413-53-5310-215	ENG & ADMIN PROF FEES	.00	760.00	2,000.00	1,240.00	38.0
	TOTAL ENGINEERING AND ADMINISTATION	.00	760.00	2,000.00	1,240.00	38.0
	TRANSFER TO DEBT SERVICE					
413-59-5929-000	TRANSFER TO DEBT SERVICE	.00	80,993.75	101,567.50	20,573.75	79.7
	TOTAL TRANSFER TO DEBT SERVICE	.00	80,993.75	101,567.50	20,573.75	79.7
	TOTAL FUND EXPENDITURES	.00	82,812.91	105,717.50	22,904.59	78.3
	NET REVENUE OVER(UNDER) EXPENDITURES	.00	( 18,062.74)	4,880.10		

## **CITY OF WATERLOO** BALANCE SHEET JUNE 30, 2022

### 414-TIF DISTRICT 4 FUND

ASSETS

414-11100 414-15800	TREASURER'S CASH DUE FROM AGENCY FUND TAXES	98,568.20 2,660.70	
	TOTAL ASSETS	:	101,228.90
	LIABILITIES AND EQUITY		
	LIABILITIES		
414-26100	DEFERRED REVENUE	2,660.70	
	TOTAL LIABILITIES		2,660.70
	FUND EQUITY		
414-34300	FUND BALANCE	94,231.22	
	REVENUE OVER(UNDER) EXPENDITURES - YTD	4,336.98	
	TOTAL FUND EQUITY		98,568.20
	TOTAL LIABILITIES AND EQUITY		101,228.90

## FUND 414 - TIF DISTRICT 4 FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	TIF DISTRICT 4 FUND					
414-41-4111-000	TAX INCREMENTS	.00	7,753.93	28,119.98	20,366.05	27.6
	TOTAL TIF DISTRICT 4 FUND	.00	7,753.93	28,119.98	20,366.05	27.6
	INTERGOVERNMENTAL REVENUE					
414-43-4364-000	STATE AID COMPUTERS	.00	.00	239.00	239.00	.0
414-43-4365-000	STATE AID PERSONAL PROPERTY	.00	683.07	683.00	( .07)	100.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	683.07	922.00	238.93	74.1
	TOTAL FUND REVENUE	.00	8,437.00	29,041.98	20,604.98	29.1

## FUND 414 - TIF DISTRICT 4 FUND

		PERIOD ACTUAL YTD ACTUAL BUDGET		UNDER(OVER)	% OF	
	LEGISLATIVE SUPPORT					
414-51-5112-325	LEGIS SUPPORT ANNUAL DOR FEE	.00	150.00	150.00	.00	100.0
	TOTAL LEGISLATIVE SUPPORT	.00	150.00	150.00	.00	100.0
	SPECIAL ACCTG AND AUDITING					
414-51-5151-214	SPEC ACCTG & AUD PROF FEES	.00	616.68	500.00	( 116.68)	123.3
	TOTAL SPECIAL ACCTG AND AUDITING	.00	616.68	500.00	( 116.68)	123.3
	ENGINEERING AND ADMINISTATION					
414-53-5310-215	ENG & ADMIN PROF FEES	3,333.34	3,333.34	22,000.00	18,666.66	15.2
	TOTAL ENGINEERING AND ADMINISTATION	3,333.34	3,333.34	22,000.00	18,666.66	15.2
	TOTAL FUND EXPENDITURES	3,333.34	4,100.02	22,650.00	18,549.98	18.1
	NET REVENUE OVER(UNDER) EXPENDITURES	( 3,333.34)	4,336.98	6,391.98		

BALANCE SHEET JUNE 30, 2022

### 600-COMMUNITY DEVELOP AUTHORITY

ASSETS

600-11100 600-15800	TREASURER'S CASH DUE FROM AGENCY FUND TAXES		41,501.03 1,187.97		
	TOTAL ASSETS				42,689.00
	LIABILITIES AND EQUITY				
600-26100	DEFERRED REVENUE	(	3,462.03)		
	TOTAL LIABILITIES			(	3,462.03)
	FUND EQUITY				
600-34300 600-34310	FUND BALANCE PROFESSIONAL SVCS CARRYOVER		18,076.11 25,000.00		
	REVENUE OVER(UNDER) EXPENDITURES - YTD		3,074.92		
	TOTAL FUND EQUITY				46,151.03
	TOTAL LIABILITIES AND EQUITY				42,689.00

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 6 MONTHS ENDING JUNE 30, 2022

## FUND 600 - COMMUNITY DEVELOP AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	TAXES					
600-41-4111-000	LOCAL TAX-GENERAL FUND	.00	3,462.03	4,650.00	1,187.97	74.5
	TOTAL TAXES	.00	3,462.03	4,650.00	1,187.97	74.5
	PUBLIC CHARGES FOR SERVICE					
600-46-4674-000	MBC BUILDING RENTAL	400.00	1,450.00	2,400.00	950.00	60.4
	TOTAL PUBLIC CHARGES FOR SERVICE	400.00	1,450.00	2,400.00	950.00	60.4
	TOTAL FUND REVENUE	400.00	4,912.03	7,050.00	2,137.97	69.7

DETAIL EXPENDITURES WITH COMPARISON TO BUDGET

FOR THE 6 MONTHS ENDING JUNE 30, 2022

## FUND 600 - COMMUNITY DEVELOP AUTHORITY

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNDER(OVER)	% OF
	SPECIAL ACCTG COSTS					
600-51-5151-399	SPECIAL ACCTNG COSTS - MISC	.00	.00	375.00	375.00	.0
	TOTAL SPECIAL ACCTG COSTS	.00	.00	375.00	375.00	.0
	MAUNESHA BUSINESS CENTER					
600-51-5162-221	MAUNESHA BUSINESS ELECTRIC	59.63	197.44	1,000.00	802.56	19.7
600-51-5162-222	MAUNESHA BUSINESS HEAT	32.03	713.47	750.00	36.53	95.1
600-51-5162-223	MAUNESHA BUSINESS WATER/SEWER	77.04	409.10	698.00	288.90	58.6
600-51-5162-290	MAUNESHA BUSINESS CLEAN CONTRA	40.00	240.00	480.00	240.00	50.0
600-51-5162-351	MAUNESHA BUSINESS REPAIRS/MAIN	20.06	277.10	.00	( 277.10)	.0
	TOTAL MAUNESHA BUSINESS CENTER	228.76	1,837.11	2,928.00	1,090.89	62.7
	PLANNING AND CONSERVATION					
600-56-5630-220	PROJECT CDA PROGRAMS	.00	.00	250.00	250.00	.0
	TOTAL PLANNING AND CONSERVATION	.00	.00	250.00	250.00	.0
	TOTAL FUND EXPENDITURES	228.76	1,837.11	3,553.00	1,715.89	51.7
	NET REVENUE OVER(UNDER) EXPENDITURES	171.24	3,074.92	3,497.00		



## Agreement

Prepared for: Chad Yerges 117 E. Madison St Waterloo, Wisconsin 53594 (920)988-9686 / dpw@waterloowi.us

## **Prepared by:**



**Bob Reber** C:(920)-948-8863 O:(920) 450-2757 bob@basementrepairspecialists.com www.basementrepairspecialists.com



Basement Repair Specialists - Wisconsin 1400 S Van Dyke Appleton, Wisconsin 54914 Phone: 855-554-RAIN (7246)

Date	Agreement			
07/06/2022	551756			
Project Consultant				

Bob Reber Phone: C:(920)-948-8863 O:(920) 450-2757 Email: bob@basementrepairspecialists.com

## Agreement

Chad Yerges 117 E. Madison St Waterloo, Wisconsin 53594

### Included

Product	Description	Quantity	Unit
Area 3 Permit Fee	This quote includes the cost to research permit requirements and file for a permit, if needed, including the cost of the permit.	1.00	ea
Area 3 Crack Repair Poly Urethane or Epoxy Crack Injection 1st Crack	Prepare crack for injection and clean. Apply injection epoxy over the surface of the crack and install injection ports. Inject structural foam, in order to fill crack and gaps in wall and mitigate water entry through the crack. If a crack is actively leaking at the time of the repair, additional time, material and steps are taken to repair the leak; this will result in an additional charge of \$ 250.00.	1.00	ea

Product	Descriptio	n	Quantity	Unit
Area 3 Crack Repair Carbon Fiber Crack Stabilization System	installation	inding and grooving to prepare the foundation wall for the of the Carbon Fiber Crack Stabilization System with structural includes all materials for the installation, including labor and any debris.	1.00	ea
Area 3 Crack Repair Overhead Crack Repair 1 to 49 feet	of the cracl grout, or a	ack for injection and clean. Apply injection epoxy over the surface and install injection ports. Inject hydrophobic or hydrophilic combination of these injectable foam grouts, in order to fill crack a wall and mitigate water entry through the crack.	3.00	lft
Estimated Start Date:		Subtotal \$2	2,379.85	
On or about 08/16/2022		Repeat Customer -\$	6118.99	
Estimated End Date: On or about 10/15/2022		Total \$2	2,260.86	
On or about 10/15/2022		Deposit (50%) \$1	1,130.43	
		Due on Date of Installation (50%) \$1	1,130.43	

## **Product Images - Included** Below is a listing of photos for the products selected.

Area 3 Crack Repair Poly Urethane or Epoxy Crack Injection 1st Crack



Area 3 Crack Repair **Carbon Fiber Crack Stabilization System** 



#### Limited Warranty - Limited Guarantee for all Water Control, Crack Repair (injections) and Foundation Repair (with Excavation) and Piering

Basement Repair Specialists, LLC warrants all labor and materials supplied by Basement Repair Specialists, LLC to be free from defects for a period of up to twenty (20) years after installation. In addition, if work or services to be performed were designed or intended to effectively prevent or control a basement water problem identified in the contract, Basement Repair Specialists, LLC fully guarantees that the work or services to be performed will effectively prevent or control the basement water problem they were designed or intended to prevent or control for a period of up to twenty (20) years after installation. Notwithstanding the foregoing, equipment, machinery, or other items or materials not manufactured by Basement Repair Specialists, LLC that are installed by Basement Repair Specialists, LLC under the contract are not warranted by Basement Repair Specialists, LLC in any fashion, but Basement Repair Specialists, LLC will use good faith to assist the customer with claims under any manufacturer warranties (if any exist and apply). Notwithstanding the foregoing, a three (3) year workmanship warranty applies to materials noted in the foregoing contract with an asterisk (\*). Basement Repair Specialists, LLC will use good faith to assist the customer with claims under any manufacturer warranties (if any exist and apply). Any remedial work or services to be performed under this guarantee shall begin within 45 days and be completed within 6 months after notice by the customer to Basement Repair Specialists, LLC of any failure of the waterproofing services under the contract. Notice of any claim by the customer under the guarantee shall be deemed actual notice if mailed by certified mail to Basement Repair Specialists, LLC's address as set forth in this contract. Any breach in the terms or conditions by Basement Repair Specialists, LLC shall entitle the customer to a full refund of money paid under the contract, less the value of benefits actually derived from the performed services. The customer named on this contract may transfer this warranty in its entirety provided that the new owner notifies Basement Repair Specialists, LLC in writing within thirty (30) days from the date of the property being transferred. EXCEPT FOR THE FOREGOING, BASEMENT REPAIR SPECIALISTS, LLC HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, AND THE WARRANTY AGAINST REDHIBITORY DEFECTS.

#### Limited Warranty - Limited Guarantee for Crawlspace Encapsulation, Foundation Repair (without excavation), Column Support, Egress Windows, Glass Block Windows, Carbon Fiber (without excavation) and all other projects (unless specifically specified)

Basement Repair Specialists, LLC warrants all labor and materials supplied by Basement Repair Specialists, LLC to be free from defects for a period of up to three (3) years after installation. In addition, if work or services to be performed were designed or intended to effectively prevent or control a basement water problem identified in the contract, Basement Repair Specialists, LLC fully guarantees that the work or services to be performed will effectively prevent or control the basement water problem they were designed or intended to prevent or control for a period of up to twenty (20) years after installation. Notwithstanding the foregoing, equipment, machinery, or other items or materials not manufactured by Basement Repair Specialists, LLC that are installed by Basement Repair Specialists, LLC under the contract are not warranted by Basement Repair Specialists, LLC in any fashion, but Basement Repair Specialists, LLC will use good faith to assist the customer with claims under any manufacturer warranties (if any exist and apply). Notwithstanding the foregoing, a three (3) year workmanship warranty applies to materials noted in the foregoing contract with an asterisk (\*). Basement Repair Specialists, LLC will use good faith to assist the customer with claims under any manufacturer warranties (if any exist and apply). Any remedial work or services to be performed under this guarantee shall begin within 45 days and be completed within 6 months after notice by the customer to Basement Repair Specialists, LLC of any failure of the waterproofing services under the contract. Notice of any claim by the customer under the guarantee shall be deemed actual notice if mailed by certified mail to Basement Repair Specialists, LLC's address as set forth in this contract. Any breach in the terms or conditions by Basement Repair Specialists, LLC shall entitle the customer to a full refund of money paid under the contract, less the value of benefits actually derived from the performed services. The customer named on this contract may transfer this warranty in its entirety provided that the new owner notifies Basement Repair Specialists, LLC in writing within thirty (30) days from the date of the property being transferred. EXCEPT FOR THE FOREGOING, BASEMENT REPAIR SPECIALISTS, LLC HEREBY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, AND THE WARRANTY AGAINST REDHIBITORY DEFECTS.

To keep all warranties in effect, owner must maintain downspouts, gutters, extensions of the downspouts of at least eight (8) feet, and maintain a positive slope away from the home after completion of job. Neither the materials nor workmanship are

designed to contain, control or prevent mold, and are not provided as a remedy for mold or mildew, and any and all warranties against past, present nor future mold are expressly disclaimed.

Owner understands that dust/dirt will be generated from the work to be performed and Basement Repair Specialists, LLC is not responsible for any dust/dirt. It is the Owner's responsibility to remove or cover items of personal property and provide dust barriers in doorways if desired. Basement Repair Specialists, LLC will have the public utilities locate their natural gas, telephone, and electric lines, however, the homeowner shall be responsible for locating and disclosing any underground or under concrete lines, including but not limited to, water, sewer, electrical, cable, gas/fuel lines, or any other underground or under concrete apparatus, and shall not hold Basement Repair Specialists, LLC responsible for any damage to these types of lines or utilities.

Basement Repair Specialists, LLC assumes normal foundation construction and concrete thickness and that construction conforms to standard municipal codes. If existing construction and/or concrete are not of normal construction or do not meet standard building codes, or if previous repairs are encountered, an additional charge will be required to prepare the area for proper installation. Property owners agree to pay such additional charge. If circumstances unforeseen or undisclosed substantially alter the purpose of the contract or make it impossible to perform, Basement Repair Specialists, LLC shall be entitled to all labor and material costs incurred up to the time of such discovery. Basement Repair Specialists, LLC assumes that gravel, stone or other underground debris will not be encountered. If such conditions are found, it may result in additional charges for extra labor.

#### SCOPE OF WORK

Company will provide the labor and materials necessary to perform the work outlined in this Contract. No work shall be done nor material furnished except as specified or subsequently agreed to in writing. The scope of work recommended is based upon observations during our inspection and information provided by homeowner. We reserve the right to make modifications necessary in our work or materials used. Any methods, materials or procedures discussed by our specialists are for general use and individual circumstances may require modifications during the installation process.

#### NOTE: The price quote is guaranteed for 30 days from the date of this proposal and is subject to change thereafter

#### NOTICE OF WISCONSIN LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BASEMENT REPAIR SPECIALISTS, LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICE, MATERIALS, PLANS, OR SPECIFICATION FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS (AT THE ADDRESS ON THE FRONT OF THIS DOCUMENT) IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO BASEMENT REPAIR SPECIALISTS, LLC ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. YOU AS OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO YOUR MORTGAGE LENDER, IF ANY. BASEMENT REPAIR SPECIALISTS, LLC AGREES TO COOPERATE WITH THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

#### **Owner's Right to Cancel**

You may cancel this agreement by mailing a written notice to **Basement Repair Specialists, LLC at 1400 S. Van Dyke Rd., Appleton, WI 54914** before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice by writing "I hereby cancel" and adding your name and address. A duplicate of this page is provided by the seller for your records.

Initial: \_\_\_\_\_

#### **Payment Terms:**

Basement Repair Specialists, LLC REQUIRES A DOWN PAYMENT BEFORE THIS WORK WILL BE ADDED TO THE JOB LIST. The unpaid balance is DUE ON DATE OF INSTALLATION to Job Foreman unless otherwise specified in writing. A delinquency charge of 1 ½% per month will be charged on all accounts past due (annual percentage of 18%). Any changes from the work agreed upon will be valid only if the changes and price hereof are agreed to in writing by both parties.

#### PERMIT FEES OR GOVERNMENT REQUIRED ENGINEERING FEES, IF ANY, WILL BE BILLED AT COST AT THE END OF PROJECT.

#### Acceptance of Proposal

The above price, specifications and conditions are satisfactory and hereby accepted. Basement Repair Specialists, LLC is authorized to do the work as specified. Payments will be made as stated above. This proposal may be withdrawn by Basement Repair Specialists, LLC at any time, before the contract is fully executed. The undersigned agrees to pay all costs of collection and actual attorneys' fees in enforcing this agreement.

Homeowner	Date
Basement Repair, Specialist	Date:
Basement Repair, Authorized Representative	Date:
	IERICAN STREES
	347HESS
Baseme REPAIR SPECIAL	
REPAIR SPECIAL	ISTS H
Toll Free: 855-554-RAIN (7246) Fully Insure	d. License # BC686374

#### Chronology of the step-by-step claim and response interaction between consumers and contractors/suppliers

Step One: Notice of Claim - At least 90 working days before commencing an action against a contractor or window or do or supplier or manufacturer, a claimant must deliver a written notice of the alleged defect to the contractor.

Step Two: Contractor's Response - The contractor will have 15 working days (or 25 working days if it involves a defect involving a window or door supplier) to provide the claimant with a written: (1) offer to repair or remedy the defect; (2) offer to settle the claim with a monetary payment; (3) offer of a combination of (1) and (2); (4) statement that the contractor rejects the claim and the reasons for rejecting the claim; or (5) proposal to inspect the alleged defect or perform any necessary testing.

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Step Three: Claimant's Response - If the contractor rejects the claim, the claimant may proceed to commence an action against the contractor. The claimant must serve written notice on the contractor within 15 working days if he or she either accepts any offer or rejects an offer. Note that if the claimant has a claim against a window or door supplier or manufacturer, the claimant should contact the supplier to ensure that the supplier received a notice of the claim from the contractor.

Step Four: Contractor's Supplemental Response - If the claimant rejects the offer, the contractor has five working days to provide a written supplemental offer or a notice that no additional offer will be made.

Step Five: Claimant's Response - If the contractor has provided the claimant written notice that no additional offer will be made, the claimant may commence a lawsuit or other action against the contractor. If the claimant has received a supplemental offer from the contractor, the claimant must respond within 15 working days.

#### More Highlights

 Claimants may accept settlement offers, accept them in part, or reject offers, doing so via detailed written notice.

- The law does not apply where there is no contract to construct, as in the case of purchasing an existing home.
- Remedies to claims may involve repairs, monetary payment, or a combination or repairs and payments.
- Contractors and suppliers have the right to inspect and, as appropriate, test alleged defects.

 Access must be provided in a timely fashion for inspections, tests, and repairs.

- Additional claims made or discovered after an original claim are treated as separate in terms of time and process.
- There is a different timetable and process for the claims and responses if a contractor seeks contribution from a supplier.

 Failure by the claimant, contractor, or supplier to follow the "Right to Cure Act" can result in delay or dismissal of legal or arbitration actions.

## Wisconsin's Framework for Successful Communications Between Consumers and

#### Contractors

2005 Wisconsin Act 201, the "Right to Cure Law," says that



consumers at the time of contracting for construction or remodeling work for dwellings must be provided with this brochure describing requirements for making any future claims of construction defects.

The "Right to Cure Law" also provides timetables and steps to help solve disputes and misunderstandings between consumers and contractors related to residential construction and remodeling, before going to court or arbitration.

People who feel they have a claim concerning defective workmanship or materials need to provide written notice to contractors or suppliers before any legal action may be filed. The contractors and suppliers have the opportunity and the responsibility to respond



This brochure highlights some

to claims.

of the provisions of the "Right to Cure" Law, and is not a complete description of the law, and is not a substitute for legal representation.

SBD-10845(V4-R09/13/06)

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Madison 608-886-2728 Milwaukee 414-630-9494

The Wisconsin Department of Commerce does not discriminate on the basis of sex, race, religion, age,national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, or physical, mental, amotional or learning disability. Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. Contact the Safety and Buildings Division at 608-266-3151, or TTY 608-264-8777.

The "Right to Cure Law" requires that before any dwelling construction begins, consumers must be provided with this brochure prepared by the state Department of Commerce, and the following notice:

Notice Concerning Construction Defects

Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07 (2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made by the contractor or window or door supplier. All parties are bound by applicable warranty provisions.

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SPECIALISTS

The Wisconsin Department of Commerce prepared this brochure, but does not investigate, arbitrate, or judge consumer-contractor/supplier disputes. Those disputes are solved through the "Right to Cure Law" process, by the state's court system, and, for alterations and additions, the Home Improvement Practices Code, ATCP 110, of the state Department of Agriculture, Trade, and Consumer Protection.



The "Right to Cure Law" provides the steps and timetables to be followed in resolving any claims of dwelling construction defects by consumers against contractors or suppliers. Claims must be pursued through the "Right to Cure Law" process before arbitration or before legal action.

If no agreement has been reached concerning the alleged defect after the structured exchange of communications between a claimant and the contractor or supplier, according to the "Right to Cure Law" process, the claimant may file a legal action in court or go to arbitration.

Construction defects can involve workmanship, materials, or code requirements in new construction or remodeling, but not maintenance or repairs.

Consumers and contractors or suppliers are bound by warranty terms for products or services. A warranty can define a construction defect.

A dwelling is any premise or portion of a premise that is used as a home or place of residence. This also includes existing driveways, sidewalks, swimming pools, patios, porches, detached garages, etc.

Claims are a request or demand to remedy a construction defect caused by a contractor or supplier. Claims may be made by owners, tenants, or property associations.

Claimants have a number of responsibilities in making timely specific written claims to contractors and suppliers.



Contractors are persons who enter into written or verbal contracts to construct or remodel a dwelling. Suppliers are persons who manufacture or provide windows or doors for a dwelling.

The steps for claims and responses are defined in the "Right to Cure Law." Claims must include specific written description of alleged defects and evidence to substantiate the nature and cause of defects. Responses to claims and other written communications must also be specific to allegations and evidence.

Contractors or suppliers must respond to a written claim within a set number of working days either by offering to repair or remedy in some fashion, by requesting an opportunity to inspect, by involving a supplier, or by rejecting the claim.

2005 Wisconsin Act 201 may be found on the Department of Commerce Web site, as can a PDF copy of this brochure: http://commerce. wi.gov/ SB/SB-Div Publications.html. Contact legal counsel for more information on the "Right to Cure Law," and consumer and contractor rights and responsibilities.

ы q S Page

JDC License #1141290, Fully Insured

ACORD

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/28/2021									
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
IMPORTANT: If the certificate holder i	s an	ADD	ITIONAL INSURED, the p	olicy(i	es) must hav	ve ADDITION	IAL INSURED provision	s or be	endorsed.
If SUBROGATION IS WAIVED, subject				-	•	-	require an endorsement	. A st	atement on
this certificate does not confer rights t	o the	cert	ificate holder in lieu of su	ICH EN	~~	,			
PRODUCER Spectrum Insurance Group				NAME:	Kristin Boe		FAX		
PO Box 3395				(A/C, No	o, Ext): 920-420		(A/C, No):	920-38	5-0855
Oshkosh WI 54903				ADDRE			ruminsgroup.com		
									NAIC #
INSURED			BASEREP-01		RA: Western	National Insu	Irance Co		15377
Basement Repair Specialists LLC			BROENER OF	INSURE					
1400 S Van Dyke Rd				INSURE					
Appleton WI 54914				INSURE					
				INSURE					
L COVERAGES CER	TIEIC		<b>NUMBER:</b> 822523084	INSURE	KF:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES	-	-		VE BEE	N ISSUED TO			HE POL	ICY PERIOD
INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PERT	AIN, <sup>•</sup>	THE INSURANCE AFFORD	ED BY	THE POLICIE	S DESCRIBED			
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY			CPP1239223		6/21/2021	6/21/2022	EACH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,0	00
							MED EXP (Any one person)	\$ 10,00	0
							PERSONAL & ADV INJURY	\$1,000	,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000	,000
X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 2,000	,000
OTHER:								\$	
			CPP1235281		6/21/2021	6/21/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
X ANY AUTO OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
AUTOS ONLY AUTOS						BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
						(Per accident)	\$		
A X UMBRELLA LIAB X OCCUR			LIND 10 40972		6/21/2021	6/01/0000		\$	
			UMB1040873		6/21/2021	6/21/2022	EACH OCCURRENCE	\$ 5,000	
CEAINIS-MADE							AGGREGATE	\$ 5,000	,000
A WORKERS COMPENSATION			WCV1032044		6/21/2021	6/21/2022	X PER OTH- STATUTE ER	\$	
					0/2 1/2021	0/2 1/2022	E.L. EACH ACCIDENT	\$ 500,0	00
OFFICER/MEMBEREXCLUDED?	N/A	N/A					E.L. DISEASE - EA EMPLOYEE	. ,	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	
								••••	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)		
CERTIFICATE HOLDER				CANO	ELLATION				
	I V **	**		THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C. EREOF, NOTICE WILL E Y PROVISIONS.		
				AUTHORIZED REPRESENTATIVE					
			Damel Zatin						
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ACORD 25 (2016/03)

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## We Also Offer Financing

## **6 Months No Interest**

- OR -

## **Reduced Interest - 120 Months**

## **To Apply, Click Here**





Basement Repair Specialists \_ Wisconsin - Agreement - 551756 - Page 11 of 11

Docusign Envelope ID: 293D0D72-D3D5-4815-B3FG-2DA0E368FATE

Approved by the Wisconsin Real Estate Examining Board 5-1-22 (Optional Use Date) 7-1-22 (Mandatory Use Date)

Madison Commercial Real Estate LLC

14/0 48	<b>A H</b> (*		Mutual Release
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4	The undersigned Parties agree that the WB-3 Vacant Land Listing	a Contract	
ו 2	insert type of contract, e.g., offer to purchase, lease, option, etc. (Contract) dated	pril 21. 2021	for the
2	property located at 333 Portland Rd	<u></u>	, ioi ine
4	property located at 333 Portland Rd in theCityofWaterloo, State of Wisconsin, is c	anceled and the Parties	hereby
5	release all of their right, title, and interest in and to the Contract, and any and all claims aris	ing out of the transactio	n.
6	The Parties hereby release the Firms and their licensees from any and all liability for dis	bursing trust funds as o	directed
	and hereby authorize and direct the Firm or third party holding the earnest money or ot	her trust funds to disbu	irse the
8	trust funds held on behalf of the Parties as follows:		
9	\$shall be disbursed toNA		
	Address (optional):		
11	\$shall be disbursed toNA	▲	
12	Address (optional):		
13	This Cancellation Agreement and Mutual Release (CAMR) shall be effective only if all Parti	ies to the Contract have	signed
14	an identical copy of this CAMR (including signatures on separate but identical copies of	of the CAMR), and if th	
	executed CAMR has been delivered to the Party initiating the CAMR on or before	August 10, 2022	
6	See attached Addendum A . Delivery may be made in any manner	authorized in the Contra	act.
17	NOTE: The Party initiating this CAMR may withdraw the CAMR prior to acceptance	and delivery as prov	ided at
	lines 13-16.		
	Development to a		
	DocuSigned by:		_
19	(X) Bin Film	July 11, 202	2
20	Party's Signature Acecrational Name Here Ben Filkouski	Date 🛓	
	DocuSigned by:		
21	(X) Michael Herl	July 11, 202	2
22	Party's Signater Print Name Here Mike Herl	Date 🛓	
23	(X)		
24	Party's Signature A Print Name Here	Date 🛓	
25	(X)		
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30	Party's Signature 🛦 Print Name Here ►	Date 🛓	

Waterloo



#### ADDENDUM A to WB-45 Cancellation Agreement and Mutual Release

#### Protected Buyer's List – 333 Portland Rd Waterloo, WI

The following list of protected Buyer's shall be good for 365 days from August 10, 2022 or until August 10, 2023. This is 30 days from receiving notice of the termination of the WB-3 Vacant Land Listing Agreement dated April 21, 2021. Official termination to the WB-3 Vacant Land Listing Agreement shall be August 10, 2022.

Griffin Armament or assigns Timewell Drainage Products or assigns Ron Griffin or assigns Nate Snyder or assigns Cameron Butler or assigns

> F 7/13/22 **Broker** Initials

Seller/Client Initials

## CITY OF WATERLOO REQUEST FOR PROPOSAL

## CODE COMPLIANCE OFFICER SERVICES

Issued August 18, 2021

Submittal Deadline: September 20, 2021, 4:00 p.m.

Prepared By:

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

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

Page 1 of 4 HTTPS://WATERLOOWI.SHAREPOINT.COM/SITES/FILESHARES/DATA/common/community development authority/2020/blight policy/rfp/2021-01-19codecomplyrfpver5.docx 8/18/2021 12:28 PM

#### REQUEST FOR PROPOSALS CODE COMPLIANCE OFFICER SERVICES

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

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

#### BACKGROUND

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

This request for proposal is specific to code compliance services.

#### SCOPE OF SERVICES

The City is requesting proposals from firms or individuals, hereinafter referred to as "Contractor", for code compliance services.

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

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

Page 2 of 4

#### REQUIREMENTS

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

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

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

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

The contractor shall maintain insurance coverage to protect against claims, demands, actions, and causes of action, arising from any act or omission of the contractor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the municipality. Limits of liability shall not be less than:

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

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

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

#### SELECTION CRITERIA

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

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

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#### FORM OF PROPOSAL

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

All proposals shall be made as follows:

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

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

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

## **PROMOTING YOUR COMMUNITY'S ASSETS**

Best Practices for Rural Communities

June 23, 2022



Economic Development • It's Happening Here



## Agenda

- ▼ The Changing World
- ▼ The Basics
- ▼ Local Roles
- Addressing Barriers
- Approvals
- ▼ Key Takeaways



# The Changing World

- Low Birth Rates
- Aging Population
- Low Unemployment
- Increased Mobility
- Remote Work






#### The Changing World of Economic Development

- Job Creation?
- Talent
- Placemaking
- Talent Attraction Barriers



#### **THE BASICS**

- Available people at different skill levels
- ▼ Fiscal stability
- Regulatory environment
- Local approvals
- Cost and reliability of utilities
- Incentives



#### LOCAL ROLES

- Analyze and address talent attraction barriers
- ▼ Know the sites that are available
- Have current workforce data and know programs
- Line up support (incentives, approvals)
- Serve as workforce and entitlements concierge
- Map and improve approval processes
- ✓ Align with EDO, Region, State





#### Talent Attraction Barriers

- What workers are needed?
- What do those workers want and need?
- Who is moving in and why?





## Creating a Housing Strategy

- Construction trades or builders
- Workforce housing
- "Move up" options
- Rehabilitation of substandard units
- Affordable residential lots
- Neighborhood amenities such as sidewalks, landscaping buffers from adjacent land uses, etc.
- Risk-sharing with private market





### Attracting New Residents

- Fond du Lac, WI
- Topeka, KS now remote workers too
- Merrill, WI
- Maine college graduate tax credit
- Chattanooga, TN Geek Move



Sparks fly as a welder works on a frame for a school bus. AP Photo/David Goldman

Fond Du Lac Program Offers Workers Up To \$15K To Relocate

New Cash Payment Program Is Part Of A Scramble To Attract Workers



# Supporting Remote Workers

- Broadband
- Co-working spaces
- Make My Move





## Making High Schoolers Sticky

- High school as economic development partner
- Sense of community
- Alumni relations
- Early engagement with local business
- College scholarships/ incentives to return





## Mapping Approvals

- Know what's available
- Sense of community, message and buzz
- Business plan assistance and financing help
- Online resources
- Approvals concierge









#### Permitting Process in Wisconsin

	Permit Category	Permit/Item Name	Permit/Regulation Description	Estimated Time to Obtain the Permit
nits				
Municipal Permits	Village Engineering Review of Civil Site Plans	Building Permit/Inspections	Review / approval of civil site plans in order to begin construction.	1 month
	Zoning	Building Permit/Inspections	Verify that the placement of structures and the use of land are in accordance with local requirements.	1 month
State Permits	Wastewater	Environmental	Review / approval of plans to ensure wastewater does not have any environmental impacts.	90 days
	WPDES	Water Permits	Ensures that water discharged during construction is in accordance with effluent limitations, monitoring requirements and other conditions set by the DNR.	1-2 months
	Building Specific (Structural, MEP, Etc.)	Building Permit/Inspections	Review / approval of plans in order to begin building specific construction.	6-8 weeks
	Storm Water-Mass Grading & Storm Water Management Package	Environmental	Review / approval of plans in order to begin construction of Storm Water-Mass Grading.	6-8 weeks

Milwaukee 7 can assist a company in navigating the permitting process and is happy to answer any questions while they are making a location decision or after a site is chosen.

If the company is considering using a developer to construct a building, M7 could provide a list of trusted, local developers that are familiar with the building and permitting process in southeastern Wisconsin.







### **Key Takeaways**

Understand the data



Emphasize your unique assets and sense of place



Make talent/business retention and attraction personal



Strategically address barriers to talent attraction



Align Local with EDO, Region, State



#### **THANK YOU!**

Kathryn Berger <u>Kathryn.berger@cgschmidt.com</u> 414.793.9637



#### Waterloo Community Development Authority -- Annual Calendar

Preferred meeting night: 3 <sup>rd</sup> Tuesday of month at 6:00 pm Recurring monthly review and action (1) CDA Implementation Plan Progress; (2) Grant Application Tracking			
JANUARY			
- evaluate CDA Progress Measures			
- finalize prior year Annual Report			
FEBRUARY			
- notify Mayor of member reappointment interest - align/modify CDA Progress Measures as needed			
- submit Annual Report to City Council			
MARCH			
- notify Mayor of member reappointment interest			
- Push to closeout incomplete prior year items			
APRIL			
- Mayoral appointments			
- Push to closeout incomplete prior year items			
ΜΑΥ			
- CDA election of Chair and Vice Chair			
- evaluate CDA Progress Measures			
JUNE			
- start future year budget submittal			
- review of tax increment finance district progress			
JULY			
- review of tax increment finance district progress			
- future year budget planning			
- align CDA Progress Measures with budget planning			
- reaffirm or jettison all active programs and projects			
AUGUST			
- future year budget submittal to Finance, Insurance & Personnel Committee, including tax incremental finance funds			
SEPTEMBER			
- evaluate CDA Progress Measures			
OCTOBER			
<ul> <li><u>strength</u>, <u>w</u>eaknesses <u>opportunities &amp; threats</u> (SWOT) exercise</li> </ul>			
NOVEMBER			
- community outreach			
DECEMBER - community outreach			
- review staff draft, Annual Report to City Council			
- review staff draft, Annual Report to City Council - update calendar			

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