



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

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, April 4, 2024 – 7:00 p.m.

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

- 1.) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2.) MEETING MINUTES APPROVAL: March 21, 2024
- 3.) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 4.) MEETING SUMMARIES (since last Council meeting)
 - a. 03/25/2024 Fire/EMS
 - b. 03/26/2024 Library Board
 - c. 03/26/2024 Plan Commission
 - d. 04/01/2024 Fire/EMS Special Meeting
 - e. 04/02/2024 Water & Light
 - f. 04/03/2024 Parks Commission
 - g. 04/04/2024 Public Safety & Health
 - h. 04/04/2024 Public Works & Property
- 5.) NEW BUSINESS
- 6.) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Waterloo Water & Light
 - i. Contractor's Application for Payment-Waterloo Utilities
 - ii. City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel
 - iii. Town & Country Monthly Report
 - b. Public Safety & Health
 - i. Wine & Beer Walk (May 18, 2024)
 - ii. Farmers & Artisan Market (June 5, 2024- September 25, 2024)
 - iii. Weiner & Kraut (September 14, 2024)
 - c. CDA
 - i. Discussion on 333 Portland Road [NOTE: The City Council may meet in closed session per Wis. Stat. 19.85 (1)(e) 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.]
 - ii. Ver Jan Acres Land Division
- 7.) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
 - a. Ordinance 2024-09 Updating Section §19.8 Waterloo Water & Light Commission and §19-9 Waterloo.
 - b. Increase the pay rate from \$35 for a meeting to \$50 for a meeting per Commission request
- 8.) ADJOURNMENT

Jeanne Ritter
Clerk/Deputy Treasurer

Posted & Emailed: 3/29/2024.

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 noted. Also, upon reasonable notice, efforts will be

made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request such services please contact the clerk's office at the above location

CITY OF WATERLOO COMMON COUNCIL - MEETING MINUTES: March 21, 2024

[a digital recording of this meeting also serves 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: Cummings, A. Kuhl, Griffin, C. Kuhl, Thomas, Weihert and Haseleu. Absent: none Others attending remotely or in-person: Utility Superintendent B. Sorenson; Police Chief Sorenson; Fire Chief Benisch, DPW Yerges; Parks Coordinator Haberkorn; Treasurer Nelson; E. Butzine, M. Giese, Gregg Geier, M. Kitelinger, WLOO Videographers and Clerk Jeanne Riter.
- 2) MEETING MINUTES APPROVAL: March 7, 2024 [Cummings/A. Kuhl] VOICE VOTE: Motion Carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT M. Giese
- 4) MEETING SUMMARIES (since last Council meeting)
 - a) 03/19/2024 Community Development Authority
 - b) 03/21/2024 Finance, Insurance and Personnel
- 5) CONSENT AGENDA - February Reports Of City Officials & Contract Service Providers Motion [A.Kuhl/ Griffin] VOICE VOTE: Motion carried.
 - i) Parks
 - ii) Fire & Emergency Medical Services
 - iii) Building Inspections
 - iv) Public Works
 - v) Police
 - vi) Library Board
 - vii) Water & Light Utility Commission
 - viii) Watertown Humane Society
 - ix) Cable

Motion to move 8a up agenda before 6. [C.Kuhl/Weihert] VOICE VOTE : Motion carried.

- 6) UNFINISHED BUSINESS
 - a) Ordinance 2024-09 Updating Section §19.8 Waterloo Water & Light Commission and §19-9 Waterloo Sewer Commission Table [C.Kuhl/Weihert] VOICE VOTE: Motion carried.
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Finance, Insurance and Personnel
 - i) February 2024 Financial Statements: Payroll \$83,050.67, General Disbursements \$1,170,733.27 and Clerk/Treasurer's Reports[[see on municipal website](#)] Motion [Thomas/Cummings] ROLL CALL: Yes 7 No 0 Motion carried.
 - ii) Jensen Proposal to Replace 2 Furnaces in Municipal Building Motion to approve 2 furnaces for City side of Municipal building [Thomas/C.Kuhl] ROLL CALL: Yes 7 No 0 Motion carried.
 - b) Waterloo Utilities
 - i) Increase the pay rate from \$35 for a meeting to \$50 for a meeting per Commission request. Tabled [C.Kuhl/A.Kuhl] VOICE VOTE: Motion carried.
 - c) Public Safety & Health
 - i) Updated 200 code Burn Permit Changes (redline) Not back from attorney. Tabled [Thomas/Griffin] VOICE VOTE: Motion carried.
 - d) CDA.
 - i) 2023 Annual Report Approve with corrections. Motion [C.Kuhl/A.Kuhl] VOICE VOTE : Motion carried.
- 8) NEW BUSINESS
 - a) Van Holten's purchase agreement [NOTE: The City Council may meet in closed session per Wis. Stat. 19.85 (1)(e) 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.] Resolution 2024-05 Motion [Cummings/C.Kuhl] ROLL CALL: Yes 7 No 0 Motion carried.
- 9) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 10) ADJOURNMENT [C. Kuhl/Cummings] VOICE VOTE: Motion carried. 7:40 pm approximately.

Attest:

Jeanne Ritter Clerk/Deputy Treasurer

Contractor's Application for Payment

Owner: Waterloo Utilities	Owner's Project No.: _____
Engineer: Town & Country Engineering	Engineer's Project No.: WW-62
Contractor: Portzen	Contractor's Project No.: 23-04
Project: 2023 Water and Wastewater Improvements	
Contract: Wastewater Treatment Facility and Water Booster Station	
Application No.: 11	Application Date: 3/26/2024
Application Period: From 3/1/2024	to 3/31/2024

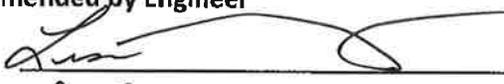
1. Original Contract Price	\$ 22,221,337.75
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 22,221,337.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 10,497,652.21
5. Retainage	
a. 5% X \$ 8,400,006.69 Work Completed	\$ 420,000.33
b. 5% X \$ 2,097,645.52 Stored Materials	\$ 104,882.28
c. Total Retainage (Line 5.a + Line 5.b)	\$ 524,882.61
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 9,972,769.60
7. Less previous payments (Line 6 from prior application)	\$ 9,396,237.92
8. Amount due this application	\$ 576,531.68
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 11,723,685.54

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Portzen Construction Inc. _____
Signature:  _____ **Date:** 3/26/2024

Recommended by Engineer	Approved by Owner
By:  _____	By: _____
Title: Staff Engineer	Title: _____
Date: 4/1/24	Date: _____
Approved by Funding Agency	
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 11 Application Period: From 03/01/24 to 03/31/24 Application Date: 03/26/24

Item No.	Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
Original Contract								
1	GENERAL REQUIREMENTS							
2	Bonds	\$ 111,350.00	111,350.00			111,350.00	100%	-
3	Mobilization	\$ 180,698.00	118,000.00	5,000.00		123,000.00	68%	57,698.00
4	Project Management	\$ 466,830.00	332,100.00	10,000.00		342,100.00	73%	124,730.00
5	Project Management Software	\$ 27,562.00	27,562.00			27,562.00	100%	-
6	Temporary Construction Fence	\$ 20,000.00	20,000.00			20,000.00	100%	-
7	Port-a-potty rental	\$ 12,812.00	5,600.00	800.00		6,400.00	50%	6,412.00
8	Job trailer	\$ 17,325.00	8,600.00	1,000.00		9,600.00	55%	7,725.00
9	Trash Disposal	\$ 31,500.00	13,900.00			13,900.00	44%	17,600.00
10	Safety	\$ 15,750.00	13,600.00			13,600.00	86%	2,150.00
11	Survey & Staking	\$ 10,500.00	6,500.00	1,000.00		7,500.00	71%	3,000.00
12	Concrete Testing	\$ 26,250.00	23,600.00			23,600.00	90%	2,650.00
13	Project Sign	\$ 1,575.00	1,575.00			1,575.00	100%	-
14	Lodging	\$ 196,350.00	103,600.00	7,000.00		110,600.00	56%	85,750.00
15	Temp. Utilities	\$ 105,000.00	42,500.00	22,000.00		64,500.00	61%	40,500.00
16	Cleaning Site and Building	\$ 45,990.00	7,000.00			7,000.00	15%	38,990.00
17	Equipment Rental	\$ 175,600.00	103,000.00			103,000.00	59%	72,600.00
18	SITWORK							
19	Selective Demolition	\$ 241,105.00	59,180.00	75,618.00		134,798.00	56%	106,307.00
20	Site Demo	\$ 114,251.00	26,366.00			26,366.00	23%	87,885.00
21	Erosion Control	\$ 5,250.00	3,520.00			3,520.00	67%	1,730.00
22	Rammed Aggregate Piers	\$ 109,605.00	109,605.00			109,605.00	100%	-
23	Paving Prep	\$ 182,735.00				-	0%	182,735.00
24	Aphalt Paving	\$ 171,308.00				-	0%	171,308.00
25	Concrete Paving	\$ 155,770.00	3,800.00			3,800.00	2%	151,970.00
26	Site Furnishings	\$ 3,150.00				-	0%	3,150.00
27	Temp Roads	\$ 7,875.00	7,875.00			7,875.00	100%	-
28	Rough Grading	\$ 159,886.00	34,400.00	12,000.00		46,400.00	29%	113,486.00
29	Building Excavation and Backfill	\$ 190,756.00	150,708.00			150,708.00	79%	40,048.00
30	Sanitary Systems	\$ 1,515,690.00	985,740.88	25,000.00	224,719.00	1,235,459.88	82%	280,230.12
31	Storm Systems	\$ 121,166.00	72,415.00		6,723.00	79,138.00	65%	42,028.00
32	Water Systems	\$ 214,044.00	113,995.00		15,782.50	129,777.50	61%	84,266.50
33	Site Air Piping	\$ 245,980.00	167,096.00	15,000.00	30,595.27	212,691.27	86%	33,288.73
34	Landscaping WWTF	\$ 46,550.00				-	0%	46,550.00
35	CONCRETE							
36	Concrete	\$ 938,579.00	774,153.00		18,600.00	792,753.00	84%	145,826.00
37	Precast Concrete	\$ 41,583.00	41,583.00			41,583.00	100%	-
38	MASONRY							
39	Masonry Materials ST 10	\$ 155,608.00	155,608.00			155,608.00	100%	-
40	Masonry Labor ST10	\$ 301,146.00	290,675.00		1,512.00	292,187.00	97%	8,959.00
41	Masonry Materials ST 25	\$ 93,952.00	27,137.00		41,080.00	68,217.00	73%	25,735.00
42	Masonry Labor ST25	\$ 156,675.00	91,000.00			91,000.00	58%	65,675.00
43	Masonry Materials ST 50	\$ 8,515.00				-	0%	8,515.00
44	Masonry Labor ST50	\$ 19,753.00				-	0%	19,753.00
45	Masonry Materials ST 55	\$ 44,533.00	44,533.00			44,533.00	100%	-
46	Masonry Labor ST55	\$ 75,320.00	75,320.00			75,320.00	100%	-
47	METALS							
48	Structural Steel Framing	\$ 24,267.00	20,135.82			20,135.82	83%	4,131.18
49	Metal Fabrications	\$ 110,144.00	82,830.34			82,830.34	75%	27,313.66

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		11		Application Period:		From 03/01/24 to 03/31/24		Application Date:		03/26/24	
A	B	C	D		E	F	G	H	I		
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
50	Guard & Hand Rail	\$ 170,313.00	35,862.78			35,862.78	21%	134,450.22			
51	Bar Grating	\$ 384,672.00	83,100.00			83,100.00	22%	301,572.00			
52	Labor to install	\$ 229,145.00	29,145.00			29,145.00	13%	200,000.00			
53	Access Hatches	\$ 12,600.00				-	0%	12,600.00			
54	CARPENTRY										
55	Trusses	\$ 39,108.00	32,100.00	7,008.00		39,108.00	100%	-			
56	Truss Labor	\$ 22,460.00	18,480.00	3,980.00		22,460.00	100%	-			
57	Rough Carpentry	\$ 130,546.00	92,000.00	16,000.00		108,000.00	83%	22,546.00			
58	Finish Carentry	\$ 5,386.00				-	0%	5,386.00			
59	THERMAL & MOISTURE										
60	Dampproofing & Joint Sealants	\$ 78,250.00	62,867.00	6,000.00		68,867.00	88%	9,383.00			
61	Thermal Insulation	\$ 21,854.00	12,761.00			12,761.00	58%	9,093.00			
62	Weather barrier	\$ 5,250.00	3,550.00	950.00		4,500.00	86%	750.00			
63	ST 10 Roofing Materials	\$ 117,398.00	64,232.00			64,232.00	55%	53,166.00			
64	ST 10 Roofing Labor	\$ 63,361.00	38,840.00			38,840.00	61%	24,521.00			
65	ST 25 Roofing Materials	\$ 23,610.00	20,107.00			20,107.00	85%	3,503.00			
66	ST 25 Roofing Labor	\$ 14,857.00				-	0%	14,857.00			
67	ST 35 Roofing Materials	\$ 7,954.00				-	0%	7,954.00			
68	ST 35 Roofing Labor	\$ 3,512.00				-	0%	3,512.00			
69	ST 50 Roofing Materials	\$ 41,764.00				-	0%	41,764.00			
70	ST 50 Roofing Labor	\$ 17,556.00				-	0%	17,556.00			
71	ST 55 Roofing Materials	\$ 21,510.00	19,560.00			19,560.00	91%	1,950.00			
72	ST 55 Roofing Labor	\$ 12,755.00	11,640.00			11,640.00	91%	1,115.00			
73	DOORS & WINDOWS										
74	Structure 10 Doors, Frames & Hardware	\$ 46,925.00	46,925.00			46,925.00	100%	-			
75	Structure 25 Doors, Frames & Hardware	\$ 11,887.00	11,292.00	595.00		11,887.00	100%	-			
76	Structure 35 Doors, Frames & Hardware	\$ 9,161.00	9,161.00			9,161.00	100%	-			
77	Structure 50 Doors, Frames & Hardware	\$ 25,080.00	25,080.00			25,080.00	100%	-			
78	Structure 55 Doors, Frames & Hardware	\$ 5,863.00	5,863.00			5,863.00	100%	-			
79	Labor to install	\$ 35,140.00	9,812.00			9,812.00	28%	25,328.00			
80	Sectional Overhead Doors	\$ 62,450.00	45,754.00			45,754.00	73%	16,696.00			
81	Aluminum Windows and Galzing	\$ 21,169.00	18,000.00			18,000.00	85%	3,169.00			
82	Aluminum Access Doors	\$ 14,490.00				-	0%	14,490.00			
83	Attic Access	\$ 5,250.00	2,450.00			2,450.00	47%	2,800.00			
84	FINISHES										
85	Gyp Wall Board Assemblies	\$ 36,414.00	28,000.00			28,000.00	77%	8,414.00			
86	Acoustical Ceilings	\$ 15,015.00				-	0%	15,015.00			
87	Quarry Tile	\$ 72,420.00	1,300.00			26,000.00	38%	45,120.00			
88	Vinyl Wall Base	\$ 693.00				-	0%	693.00			
89	Painting	\$ 469,740.00	63,420.00			63,420.00	14%	406,320.00			
90	SPECIALTIES	\$ 13,681.00	1,240.95			3,582.36	35%	8,857.69			
91	FURNISHINGS										
92	Plastic Laminate Casework	\$ 5,250.00				-	0%	5,250.00			
93	Labor to install casework	\$ 2,194.00				-	0%	2,194.00			
94	Laboratory Casework	\$ 67,568.00	39,231.00	28,337.00		67,568.00	100%	-			
95	Labor to install casework	\$ 9,118.00		9,118.00		9,118.00	100%	-			
96	Engineering for Casework	\$ 2,100.00	2,100.00			2,100.00	100%	-			
97	MECHANICAL										
98	Plumbing & Process Project Management	\$ 126,000.00	33,967.00	1,523.00		35,490.00	28%	90,510.00			
99	STRUCTURE 10:										

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 11		Application Period: From 03/01/24 to 03/31/24		Application Date: 03/26/24				
A Item No.	B Description	C Scheduled Value (\$)	D Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G)
			(D + E) From Previous Application (\$)	This Period (\$)				
100	Plumbing/Hydrionics Materials and Equipment	\$ 136,500.00	76,350.00		40,000.00	116,350.00	85%	20,150.00
101	Plumbing/Hydrionics Labor	\$ 262,500.00	157,335.00			157,335.00	60%	105,165.00
102	Plumbing Insulation Materials	\$ 6,898.00	5,848.00			5,848.00	85%	1,050.00
103	Plumbing Insulation Labor	\$ 5,515.00	4,465.00			4,465.00	81%	1,050.00
104	Excavation	\$ 11,550.00	10,200.00			10,200.00	88%	1,350.00
105	HVAC Equipment	\$ 312,841.00	82,361.00		219,505.00	301,866.00	96%	10,975.00
106	HVAC Sheetmetal	\$ 61,950.00	14,700.00			14,700.00	24%	47,250.00
107	HVAC Vent, Stands	\$ 6,720.00	2,625.00			2,625.00	39%	4,095.00
108	HVAC Misc. Materials	\$ 5,775.00	3,150.00			3,150.00	55%	2,625.00
109	HVAC Equipment Rental	\$ 9,450.00	5,775.00			5,775.00	61%	3,675.00
110	HVAC Labor	\$ 130,218.00	28,350.00	5,250.00		33,600.00	26%	96,618.00
111	HVAC Management	\$ 5,250.00	4,200.00			4,200.00	80%	1,050.00
112	HVAC Test and Balance	\$ 10,080.00				-	0%	10,080.00
113	HVAC Controls	\$ 168,000.00	61,950.00			61,950.00	37%	106,050.00
114	HVAC Submittals, Pre-Con and Mobilization	\$ 71,720.00	13,650.00	3,150.00		16,800.00	23%	54,920.00
115	HVAC Insulation Materials	\$ 16,810.00	11,379.00			11,379.00	68%	5,431.00
116	HVAC Insulation Labor	\$ 13,844.00	12,415.00			12,415.00	90%	1,429.00
117	STRUCTURE 20					-		-
118	Process Materials	\$ 42,000.00			10,000.00	10,000.00	24%	32,000.00
119	Process Labor	\$ 37,800.00				-	0%	37,800.00
120	STRUCTURE 25:					-		-
121	Plumbing/Process Materials	\$ 36,750.00	5,460.00		10,000.00	15,460.00	42%	21,290.00
122	Plumbing/Process Labor	\$ 49,350.00				-	0%	49,350.00
123	Plumbing Insulation Material	\$ 3,555.00				-	0%	3,555.00
124	Plumbing Insulation Labor	\$ 2,703.00				-	0%	2,703.00
125	HVAC Sheet Metal	\$ 15,750.00				-	0%	15,750.00
126	HVAC Vent, Stands	\$ 4,200.00				-	0%	4,200.00
127	HVAC Misc. Materials	\$ 3,150.00				-	0%	3,150.00
128	HVAC Equipment Rental	\$ 4,200.00				-	0%	4,200.00
129	HVAC Labor	\$ 36,267.00				-	0%	36,267.00
130	HVAC Management	\$ 2,625.00				-	0%	2,625.00
131	HVAC Insulation Materials	\$ 2,241.00				-	0%	2,241.00
132	HVAC Insulation Labor	\$ 1,839.00				-	0%	1,839.00
133	STRUCTURE 30					-		-
134	Process Materials	\$ 89,250.00	87,910.00			87,910.00	98%	1,340.00
135	Process Labor	\$ 140,700.00	86,375.00			86,375.00	61%	54,325.00
136	STRUCTURE 35:					-		-
137	Plumbing/ Process Materials	\$ 5,250.00			1,500.00	1,500.00	29%	3,750.00
138	Plumbing/Process Labor	\$ 1,050.00				-	0%	1,050.00
139	HVAC Sheet Metal	\$ 5,250.00				-	0%	5,250.00
140	HVAC Misc. Materials	\$ 2,100.00				-	0%	2,100.00
141	HVAC Equipment Rental	\$ 2,100.00				-	0%	2,100.00
142	HVAC Labor	\$ 25,856.00				-	0%	25,856.00
143	HVAC Management	\$ 2,625.00	500.00			500.00	19%	2,125.00
144	HVAC Submittals, Pre-Con and Mobilization	\$ 6,300.00	2,500.00			2,500.00	40%	3,800.00
145	HVAC Insulation Materials	\$ 1,120.00				-	0%	1,120.00
146	HVAC Insulation Labor	\$ 975.00				-	0%	975.00
147	STRUCTURE 40					-		-
148	Process Materials	\$ 14,700.00			1,000.00	1,000.00	7%	13,700.00
149	Process Labor	\$ 30,450.00				-	0%	30,450.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 11 Application Period: From 03/01/24 to 03/31/24 Application Date: 03/26/24

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			D (D + E) From Previous Application (\$)	E This Period (\$)				
150	STRUCTURE 50:							
151	Plumbing/Process Materials	\$ 299,250.00	32,550.00		224,616.90	257,166.90	86%	42,083.10
152	Plumbing/Process Labor	\$ 893,231.00	49,245.00	18,900.00		68,145.00	8%	825,086.00
153	Plumbing Insulation Material	\$ 2,440.00		2,100.00		2,100.00	86%	340.00
154	Plumbing Insulation Labor	\$ 1,730.00		1,491.00		1,491.00	86%	239.00
155	HVAC Sheet Metal	\$ 9,450.00				-	0%	9,450.00
156	HVAC Misc. Materials	\$ 9,923.00				-	0%	9,923.00
157	HVAC Equipment Rental	\$ 3,150.00				-	0%	3,150.00
158	HVAC Labor	\$ 64,776.00				-	0%	64,776.00
159	HVAC Management	\$ 2,625.00				-	0%	2,625.00
160	HVAC Submittals, Pre-Con and Mobilization	\$ 12,600.00	1,500.00			1,500.00	12%	11,100.00
161	HVAC Insulation Materials	\$ 1,120.00		966.00		966.00	86%	154.00
162	HVAC Insulation Labor	\$ 975.00		840.00		840.00	86%	135.00
163	STRUCTURE 55							
164	Plumbing/Process Materials	\$ 168,000.00	160,945.00			160,945.00	96%	7,055.00
165	Plumbing/Process Labor	\$ 115,500.00	94,500.00			94,500.00	82%	21,000.00
166	Plumbing Insulation Materials	\$ 1,837.00		1,575.00		1,575.00	86%	262.00
167	Plumbing Insulation Labor	\$ 1,405.00		1,207.50		1,207.50	86%	197.50
168	HVAC Sheet Metal	\$ 12,600.00				-	0%	12,600.00
169	HVAC Vent, Stands	\$ 6,300.00				-	0%	6,300.00
170	HVAC Misc. Materials	\$ 2,362.00				-	0%	2,362.00
171	HVAC Equipment Rental	\$ 2,100.00				-	0%	2,100.00
172	HVAC Labor	\$ 25,331.00				-	0%	25,331.00
173	HVAC Management	\$ 2,625.00				-	0%	2,625.00
174	HVAC Submittals, Pre-Con and Mobilization	\$ 15,750.00	1,500.00			1,500.00	10%	14,250.00
175	HVAC Insulation Materials	\$ 1,120.00		945.00		945.00	84%	175.00
176	HVAC Insulation Labor	\$ 975.00		840.00		840.00	86%	135.00
177	STRUCTURE 60							
178	Process Materials	\$ 55,650.00			8,000.00	8,000.00	14%	47,650.00
179	Process Labor	\$ 44,100.00				-	0%	44,100.00
180	STRUCTURE 70							
181	Process Materials	\$ 44,100.00			5,000.00	5,000.00	11%	39,100.00
182	Process Labor	\$ 162,750.00				-	0%	162,750.00
183	STRUCTURE 75							
184	Plumbing/Process Materials	\$ 31,415.00			4,000.00	4,000.00	13%	27,415.00
185	Plumbing/Process Labor	\$ 68,250.00				-	0%	68,250.00
186	Indian Hills Booster Station							
187	Process Materials	\$ 1,260.00				-	0%	1,260.00
188	Process Labor	\$ 1,260.00				-	0%	1,260.00
189	ELECTRICAL							
190	Mobilization	\$ 138,776.00	124,898.48	13,878.00		138,776.48	100%	(0.48)
191	Supervision	\$ 140,127.00	26,624.13	7,006.00		33,630.13	24%	106,496.87
192	Start-up & Commissioning	\$ 15,785.00				-	0%	15,785.00
193	Closeout Documents	\$ 12,050.00				-	0%	12,050.00
194	Demobilization	\$ 8,914.00				-	0%	8,914.00
195	General & Site							
196	Temp Electric	\$ 34,643.00	34,643.00			34,643.00	100%	-
197	Electrical Labor	\$ 90,573.00	905.73	57,966.00		58,871.73	65%	31,701.27
198	Electrical Material	\$ 227,857.00	18,228.59	95,700.00		113,928.59	50%	113,928.41
199	Electrical Lighting and Labor	\$ 9,548.00				-	0%	9,548.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		11		Application Period:		From 03/01/24 to 03/31/24		Application Date:		03/26/24	
A	B	C	D		E	F	G	H	I		
			(D + E) From Previous Application (\$)	This Period (\$)							
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
200	Generator Install	\$ 19,960.00				-	0%	19,960.00			
201	Demo	\$ 17,690.00			3,539.00	3,539.00	20%	14,151.00			
202	Electrical Excavation & ductbank	\$ 95,592.00	22,700.00		48,994.00	71,694.00	75%	23,898.00			
203	STR 10					-		-			
204	Temp Electric	\$ 17,326.00	1,732.10		3,465.00	5,197.10	30%	12,128.90			
205	Electrical Raceway Material	\$ 107,165.00	54,653.00			54,653.00	51%	52,512.00			
206	Electrical Raceway Labor	\$ 104,843.00	41,617.75			41,617.75	40%	63,225.25			
207	Electrical Wire Material	\$ 18,490.00	1,849.00		5,546.00	7,395.00	40%	11,095.00			
208	Electrical Wire Labor	\$ 25,925.00			11,926.00	11,926.00	46%	13,999.00			
209	Electrical Labor - MCC, Gear & Equipment	\$ 9,806.00			1,470.00	1,470.00	15%	8,336.00			
210	Electrical Lighting and Labor	\$ 62,270.00	3,113.00			3,113.00	5%	59,157.00			
211	STR 20					-		-			
212	Electrical Material	\$ 6,190.00	310.00			310.00	5%	5,880.00			
213	Electrical Labor	\$ 6,160.00				-	0%	6,160.00			
214	STR 25					-		-			
215	Electrical Material	\$ 56,170.00	12,367.00			12,367.00	22%	43,803.00			
216	Electrical Labor	\$ 56,725.00	5,672.00			5,672.00	10%	51,053.00			
217	Electrical Lighting and Labor	\$ 24,694.00				-	0%	24,694.00			
218	STR 30					-		-			
219	Electrical Material	\$ 40,647.00	4,064.00		2,032.00	6,096.00	15%	34,551.00			
220	Electrical Labor	\$ 41,110.00	801.00		4,521.00	5,322.00	13%	35,788.00			
221	STR 35					-		-			
222	Electrical Material	\$ 14,827.00				-	0%	14,827.00			
223	Electrical Labor	\$ 23,100.00				-	0%	23,100.00			
224	Electrical Lighting and Labor	\$ 9,190.00				-	0%	9,190.00			
225	STR 40					-		-			
226	Electrical Material	\$ 16,622.00				-	0%	16,622.00			
227	Electrical Labor	\$ 14,581.00			715.00	715.00	5%	13,866.00			
228	Electrical Lighting and Labor	\$ 12,091.00				-	0%	12,091.00			
229	STR 50					-		-			
230	Electrical Material	\$ 133,977.00			13,398.00	13,398.00	10%	120,579.00			
231	Electrical Labor	\$ 112,934.00			3,387.00	3,387.00	3%	109,547.00			
232	Electrical Lighting and Labor	\$ 52,589.00				-	0%	52,589.00			
233	Electrical Labor - MCC, Gear & Equipment	\$ 13,705.00			10,508.00	10,508.00	77%	3,197.00			
234	STR 55					-		-			
235	Electrical Material	\$ 37,762.00	14,842.00			14,842.00	39%	22,920.00			
236	Electrical Labor	\$ 53,015.00	17,315.00			17,315.00	33%	35,700.00			
237	Electrical Lighting and Labor	\$ 8,388.00				-	0%	8,388.00			
238	STR 60					-		-			
239	Electrical Material	\$ 7,497.00				-	0%	7,497.00			
240	Electrical Labor	\$ 12,235.00				-	0%	12,235.00			
241	Electrical Lighting and Labor	\$ 2,910.00				-	0%	2,910.00			
242	STR 70					-		-			
243	Electrical Material	\$ 27,350.00				-	0%	27,350.00			
244	Electrical Labor	\$ 19,915.00				-	0%	19,915.00			
245	Electrical Lighting and Labor	\$ 30,410.00				-	0%	30,410.00			
246	STR 75					-		-			
247	Electrical Material	\$ 6,165.00				-	0%	6,165.00			
248	Electrical Labor	\$ 5,893.00				-	0%	5,893.00			
249	Electrical Lighting and Labor	\$ 6,666.00				-	0%	6,666.00			

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		11		Application Period:		From 03/01/24 to 03/31/24		Application Date:		03/26/24	
A	B	C	D		E	F	G	H	I		
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
250	PROCESS INTERCONNECTIONS										
251	Installation of Stop Plates and Logs	\$ 3,717.00					0%	3,717.00			
252	Installation of Slide and Weir Gates	\$ 38,241.00	5,600.00			5,600.00	15%	32,641.00			
253	Prefabricated Flumes	\$ 3,087.00									
254	Installation of Flumes	\$ 2,955.00			2,904.00	2,904.00	94%	183.00			
255	MATERIAL PROCESSING AND HANDLING EQUIPMENT										
256	Cranes and Hoist	\$ 73,952.00					0%	73,952.00			
257	Labor to install Cranes and Hoist	\$ 19,948.00					0%	19,948.00			
258	PROCESS GAS & LIQUID HANDLING, PURIFICATION & STORAGE EQUIPMENT										
259	Air Sparging Blowers	\$ 30,000.00				28,571.43	95%	1,428.57			
260	Labor to install Air Sparging Blowers	\$ 3,192.00					0%	3,192.00			
261	Labor to install High Speed Blowers	\$ 9,975.00					0%	9,975.00			
262	Labor to install Rotary Lobe Blowers	\$ 9,975.00					0%	9,975.00			
263	Aluminum Domes	\$ 456,750.00	144,490.00			95,817.00	53%	216,443.00			
264	Labor for Aluminum Domes	\$ 204,750.00					0%	204,750.00			
265	Electrical Motors Install	\$ 3,990.00					0%	3,990.00			
266	WATER & WASTEWATER EQUIPMENT										
267	Installation of step Screen and Washer	\$ 4,788.00					0%	4,788.00			
268	Installation of Vortex Grit Chamber	\$ 6,384.00					0%	6,384.00			
269	Installation of Grit Separator Classifier	\$ 6,384.00					0%	6,384.00			
270	Installation of Mixers	\$ 11,172.00					0%	11,172.00			
271	Density Current Baffles	\$ 61,950.00	61,950.00			61,950.00	100%	-			
272	Labor to install	\$ 15,960.00	15,960.00			15,960.00	100%	-			
273	Labor to install TERTIARY DISC FILTERS	\$ 12,768.00					0%	12,768.00			
274	Labor to install UV System	\$ 6,384.00					0%	6,384.00			
275	Labor to install Samplers	\$ 798.00					0%	798.00			
276	Budget Allowances										
277	Soils Testing Services	\$ 20,000.00	772.90				4%	19,227.10			
278	Electrical Service	\$ 75,000.00					0%	75,000.00			
279	Natural Gas Service	\$ 20,000.00					0%	20,000.00			
280	Internet Service	\$ 5,000.00					0%	5,000.00			
281	SCADA Computers	\$ 40,000.00					0%	40,000.00			
282	Office Furniture	\$ 20,000.00					0%	20,000.00			
283	Lab Equipment	\$ 30,000.00					0%	30,000.00			
284	Shop Tools and Storage	\$ 30,000.00					0%	30,000.00			
285	Truck Lift	\$ 15,000.00					0%	15,000.00			
286	Skid Steer	\$ 80,000.00	37,500.00			37,500.00	47%	42,500.00			
287	Algae Cloth	\$ 5,000.00					0%	5,000.00			
288	Landscaping	\$ 20,000.00					0%	20,000.00			
289	Plaque	\$ 5,000.00					0%	5,000.00			
290	Blower Temporary Air	\$ 75,000.00					0%	75,000.00			
291	Pre-negotiated Items										
292	Diesel Engine Driven Generator/ Transfer Switch	\$ 298,618.00				34,871.42	12%	263,746.58			
293	Process Integration & Control	\$ 1,371,706.00	467,813.00			467,813.00	34%	903,893.00			
294	Process Valves	\$ 368,967.00	240,425.24	1,296.00		122,530.00	99%	4,715.76			
295	Stop Plates & Logs / Slide & Weir Gates	\$ 349,387.00	205,899.00			143,488.00	100%	-			
296	High Speed Blowers & Rotary Lobe Blowers	\$ 299,746.88					0%	299,746.88			
297	Dry Pit Pumps	\$ 66,040.00				59,436.00	90%	6,604.00			
298	Torque Flow Grit Pumps	\$ 26,285.00				23,656.50	90%	2,628.50			
299	Submersible Waste Water Pumps	\$ 210,704.00				189,634.00	90%	21,070.00			

Stored Materials Summary

Contractor's Application for Payment

Owner: Waterloo Utilities
 Engineer: Town & Country Engineering
 Contractor: Portzen
 Project: 2023 Water and Wastewater Improvements
 Contract: Wastewater Treatment Facility and Water Booster Station

Owner's Project No.: _____
 Engineer's Project No.: WW-62
 Contractor's Project No.: 23-04

Application No.: 11 Application Period: From 03/01/24 to 03/31/24 Application Date: 03/26/24

A	B	C	D	E	F	Materials Stored			Incorporated in Work			M
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
263	P000014525		Materials ready for shipment	CST	9		95,817.00	95,817.00			-	95,817.00
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
											-	-
Totals						\$ -	\$ 95,817.00	\$ 95,817.00	\$ -	\$ -	\$ -	\$ 95,817.00

City of Waterloo Project Tracking - Budget & Funding Allocations

A. Municipality	B. Project Number	C. Date	D. Type of Request (Partial or Final)	E. Request Number	
City of Waterloo	WW-47/49/55/56/62/65	4/1/2024	Partial	13	
Budget Allocations	Budget Amount	Amount Previously Requested	This Claim	Claimed to Date	Percent of Budget
E1 Land & Rights	\$60,000.00	\$45,680.93	\$0.00	\$45,680.93	76.1%
E2 Legal Services	\$10,000.00	\$0.00	\$0.00	\$0.00	0.0%
E3 Engineering - Design	\$1,060,100.00	\$1,055,342.57	\$0.00	\$1,055,342.57	99.6%
E4 Engineering - Construction Admin	\$858,300.00	\$298,500.00	\$14,000.00	\$312,500.00	36.4%
E5 Engineering - Inspections	\$570,800.00	\$224,257.24	\$17,007.50	\$241,264.74	42.3%
E6 Engineering - Additional Services	\$25,000.00	\$12,269.26	\$0.00	\$12,269.26	49.1%
E7 Development	\$15,878,600.00	\$9,346,237.92	\$576,531.68	\$9,922,769.60	62.5%
E8 Bond Counsel	\$52,500.00	\$17,000.00	\$0.00	\$17,000.00	32.4%
E9 Interim Financing Interest	\$1,438,000.00	\$256,947.80	\$0.00	\$256,947.80	17.9%
E10 Other - Administrative/RD Coordination	\$27,500.00	\$10,440.27	\$0.00	\$10,440.27	38.0%
E11 Contingency	\$1,133,200.00	\$9,837.00	\$0.00	\$9,837.00	0.9%
Supplemental Funding	\$6,176,742.00	\$50,000.00	\$0.00	\$50,000.00	0.8%
Total Costs	\$27,290,742.00	\$11,326,512.99	\$607,539.18	\$11,934,052.17	43.7%
Funding Sources					
1. City Contribution Amount	\$0.00	\$0.00	\$0.00	\$0.00	
2. USDA Loan Amount	\$17,114,000.00	\$11,276,512.99	\$607,539.18	\$11,884,052.17	69.4%
3. USDA Grant Amount	\$4,000,000.00	\$0.00	\$0.00	\$0.00	0.0%
4. Supplemental Funding	\$6,176,742.00	\$50,000.00	\$0.00	\$50,000.00	0.8%
Total Funding	\$27,290,742.00	\$11,326,512.99	\$607,539.18	\$11,934,052.17	43.7%



Engineer

4/1/2024

Date

Rural Development

Date

Owner

Date

Notes:



Project Name:	Waterloo - 2023 Water and Wastewater Improvements
Project No.:	WW-47
Month of:	March 2024
Completed By:	Lisa Twarog

Monthly Report

General Construction Activities by Structure			
Structure	Activity		
05 - Site	- Installed dewatering near Str. 70 - Installed ariline 47A - Duct bank installation		
05			
Vac Dump	- Complete.		
10	- Trimming outlights and switches - Forming up apron outside of overhead garage doors - Lab epoxy flooring, cabinets, and counters		
20			
25	- Installed aluminum stairs - Installed grit cyclone - Started piping from screen to classifier - Roof framing complete, ice and water shield installed		
30	- Aluminum stiar installation at southeast and northewast corners - Poured patch around Str. 30 selector basin wall		
35			
40	- Removed fiberglass domes		
45			
50			
55	- Coating RAS/WAS lines		
60			
65			
70	- Fiberglass dome removed		
75			
85			
Booster Station			
Contractors/Firms On-Site		This Month's Work Change Directives	
Portzen Construction (General Contractor)		None	
Pieper (Electrician)			
Grote & Sons (Painter)			
Jones Cabinets			
LC Insulation			
Ram Roofing			
		Monthly Total:	\$ -
		Project Total	\$ 75,877.00
RFI's/Clarifications/Issues			
Significant Meetings			
Date	Topic	Participants	Action Items
3/27/2024	Monthly Construction Meeting	Waterloo Utilities, Town & Country, Portzen Construction, Pieper Power	
3/20/2024	Startup Schedule	Town & Country, Portzen Construction, Pieper Power, L.W. Allen	Create schedule for April MCM outling plan for electrical integration and equipment startup

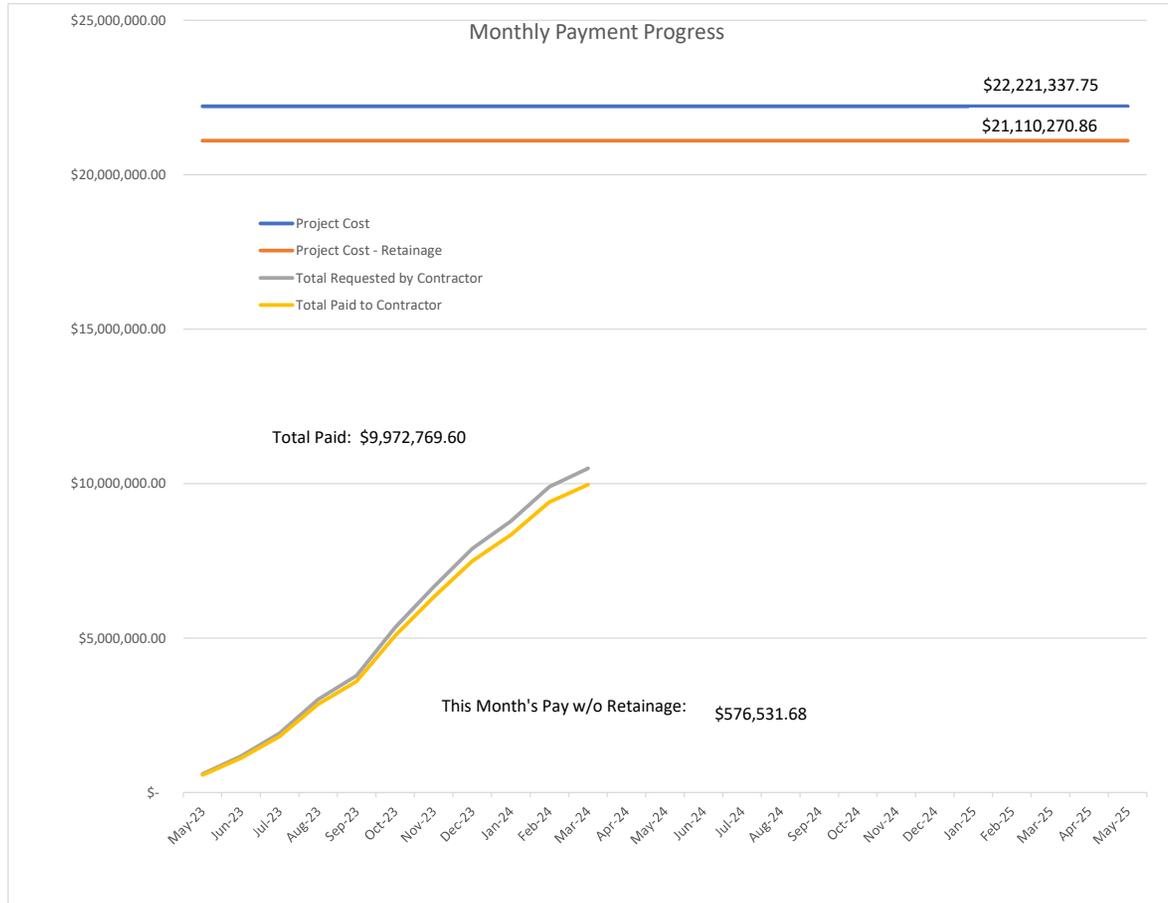
Anticipated Work Next Month

Structure	Activity
Site	- Install valve at pipe 72D - Install bypass valves northeast of Str. 50
Vac Dump	
10	- Install lighting - Complete garage apron
20	
25	- Split face, roof, soffit, and fascia
30	
35	
40	
45	
50	- Patching and interior of storage room walls - Temp blower install
55	
60	- Start concrete demo and UV installation
65	
70	- Valve and air piping installation
75	
85	

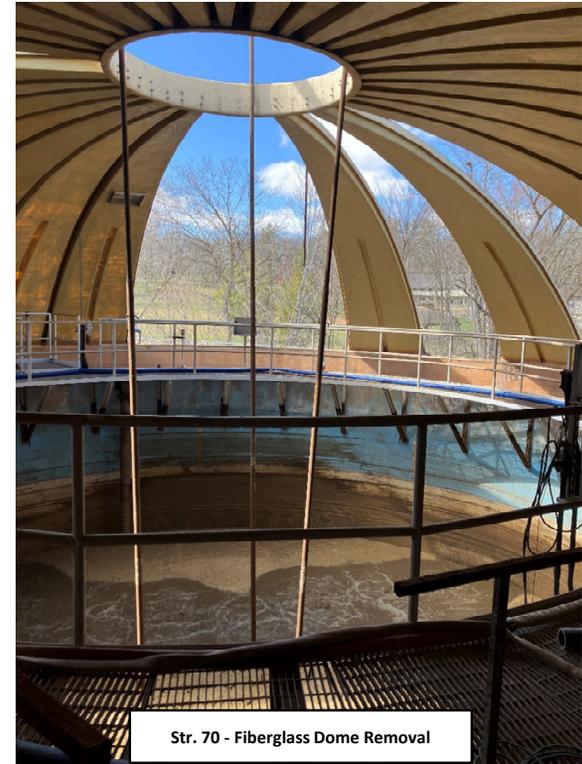
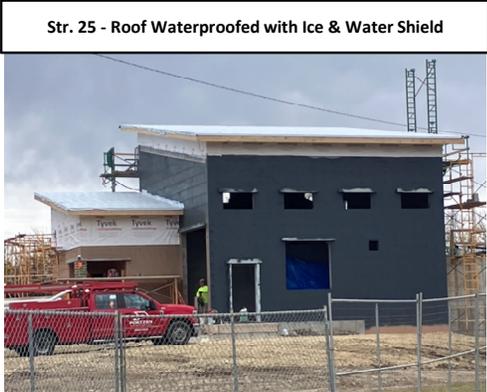


Project Name: Waterloo - 2023 Water and Wastewater Improvements
 Project No.: WW-47
 Month of: March 2024
 Completed By: Lisa Twarog

Monthly Payment Progress



Monthly Progress Pictures



Site 05 - Duct Bank

Str. 40 - Dome Removal

Str. 70 - Fiberglass Dome Removal



Site Progress

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at _____ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of _____ through _____ 20____. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

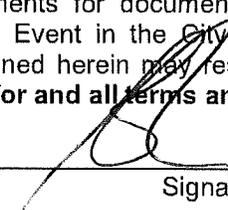
The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Steve Parker

Name (please print)



Signature

Vice President WBA

Signatory Title (if applicable)

March 22, 2024

Date

Pursuant to Section 172-2 Waterloo Municipal Code
Application for Special Event or Entertainment License

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594**. A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: _____ Received by: _____

Clerk's Office to complete the section below:

Cc:

_____ Police Department	_____ Council Approval _____ Date
_____ Fire Department	
_____ Public Works	_____ Certificate of Insurance
_____ Waterloo Utilities	

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: _____ **Date Paid:** _____

Received by: _____

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:
\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- 6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: 2024 Wine & Beer Walk

DATE (S) OF EVENT: May 18, 2024 HOURS: 2pm - 5pm

LOCATION/PROPERTY: Downtown businesses and Bandstand

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? Dial 911

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Steve Parker phone # 608-575-9095

2) What time will set up begin: May 18, 2024 @ 12:00 pm

3) Name of clean up contact person: Kera Castro Cell Phone# _____

4) Estimated time for clean up after event: 1 hour

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult \$50.00 Seniors \$50.00 Students N/A

Children 5 & under N/A Families N/A

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold?

YES

~~NO~~

If yes, what beverage and at what cost? Cost of Admission includes sampling at multiple interior locations

4) What does the Sponsor intend to do with any revenue over and above the expenditures? Monies
to be used for future events in the 2023 fiscal year

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

High Energy DJ

2) Describe other entertainment / activities planned for your event: _____

Various vendors at VFW as well as at Rivers Edge Community

3) How will your event be promoted? Television Radio Newspapers Posters Flyers
other Social Media and word of mouth

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES ~~NO~~

Purpose of barricades: _____

Location of placement: _____ Amount needed _____

Date barricades needed _____ Time of placement _____

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost\$ _____

Equipment being used: Electricity at bandstand

Location Bandstand Entertainer name High Energy DJ

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entertainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels 6

Where do you want them placed? in cul-de-sac and we will distribute.

Name of disposal company if other than the City: LRS

Where will dumpster be place: We will use private dumpsters

8) Will water connection be needed?

YES

~~NO~~

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 03/22/2024

Town Village City of Waterloo

County of Jefferson

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/18/2024 and ending 05/18/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Waterloo Business Association

(b) Address P.O. 108 Waterloo, WI 53594

(Street)

Town Village City

(c) Date organized 03/01/2021

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Sam Hensler

Vice President Steve Parker

Secretary N/A

Treasurer Ben Reigel

(g) Name and address of manager or person in charge of affair: Sam Hensler

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Various Downtown Business Stops/within said business property building

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

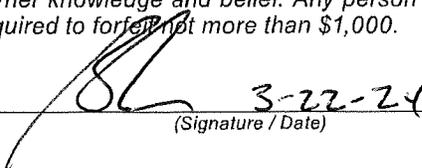
3. Name of Event

(a) List name of the event 2024 WBA Wine Walk

(b) Dates of event 05/18/2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  3-22-24
(Signature / Date)

WBA
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

NBP1562005A

Renewal of Number

***** RENEWAL CERTIFICATE *****

Direct Bill Policy

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NBP1562005B

NAMED INSURED AND ADDRESS:

**WATERLOO BUSINESS ASSOCIATION
W 10788 COUNTY RD I
REESEVILLE, WI 53579**

POLICY PERIOD: (MO. DAY YR.) From: 08/01/2023 To: 08/01/2024

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Business Association Guard

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1562005A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	\$350.00
Businessowners Property Coverage Part	\$50.00
TOTAL:	\$400.00

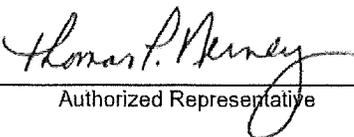
Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **AMERICAN FAMILY BROKERAGE, INC. (2420)**
6000 American Pkwy
Madison, WI 53783

Issued: 07/11/2023 8:37 AM

Broker: Larry Anderson Insurance
695 S Grand Ave, Suite 204
Sun Prairie, WI 53590

By: 
Authorized Representative

UPC (08-07) THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: **08/01/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP0003	01/10	Businessowners Coverage Form
* BP0127	11/18	Wisconsin Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP-101	12/20	Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115	07/08	Protective Devices Or Services Provisions
BP-145 NPP	06/10	Blanket Additional Insured Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP1560	02/21	Cyber Incident Exclusion
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-193	08/14	Limits Of Insurance Under Multiple Coverage Parts
BP-201	09/16	Coverage Extension - Education Services
BP-40	03/11	Molestation Or Abuse Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
Jacket	07/19	Policy Jacket
Notice-CyberIncidentExcl-BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: **08/01/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

NTE

12/20

Notice of Terrorism Exclusion

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023

12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	115 W Taylor St, Waterloo, WI 53594	003	0757
Description: Business Association Guard				
Covered Causes of Loss: Special			Protection Class 1	
Construction: Frame			Square Footage:	
Special Deductible: None		Special Deductible Type:		

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity + Valuation</i>	<i>Premium Included</i>
1	1	Business Income and Extra Expense	\$25,000	\$0		
1	1	Business Personal Property	\$15,000	\$1,000	RC	\$37
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:						\$50
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:						\$50 MP
MP - minimum premium						
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained						

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	115 W Taylor St, Waterloo, WI 53594	003

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Membership Organization (Business) - no premises owned or leased - Not-for-Profit only	41670	40 Per Members	0.000	1.250	\$0		\$50
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	0.000	100.000	\$0		\$100
1	Blanket Special Events Liability - Non-Profit Organizations	00041	Flat	0.000	200.000	\$0		\$200

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$350

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at S. Monros St. Cul-de-sac in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of Wednesdays starting June 25, 2024 through September 25, 2024. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

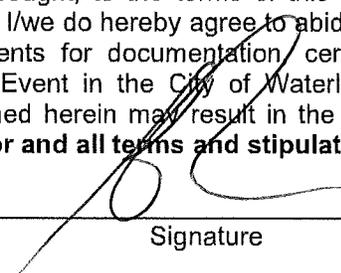
The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Steve Parker

Name (please print)



Signature

Vice President, WBA

Signatory Title (if applicable)

March 25, 2024

Date

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: _____ Received by: _____

Clerk's Office to complete the section below:

Cc:
_____ Police Department
_____ Fire Department
_____ Public Works
_____ Waterloo Utilities
_____ Council Approval _____ Date
_____ Certificate of Insurance

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: _____ **Date Paid:** _____

Received by: _____

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:
\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- 6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: 2024 Waterloo Farmers & Artisan Market

DATE (S) OF EVENT: Wednesdays 6-5-24 thru 9-25-24 HOURS: 3pm - 7pm

LOCATION/PROPERTY: South Monroe Street Cul-de-sac

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? Dial 911

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Steve Parker phone # 608-575-9095

2) What time will set up begin: 2 pm

3) Name of clean up contact person: Sam Hensler Cell Phone# 920-342-0840

4) Estimated time for clean up after event: Less than one hour

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold? YES NO

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures? _____

Support local Waterloo events

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other _____

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES NO

Purpose of barricades: Block off S. Monroe Street at beginning of cul-de-sac

Location of placement: At opening of cul-de-sac Amount needed 6 barricades

Date barricades needed Each Wednesday Time of placement Steve will place each week

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels 3

Where do you want them placed? By the barricades. Steve will distribute

Name of disposal company if other than the City: LRS

Where will dumpster be placed: Private dumpsters will be used.

8) Will water connection be needed?

YES

~~NO~~

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at S. Monros St. Cul-de-sac in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of Wednesdays starting June 25, 2024 through September 25, 2024. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

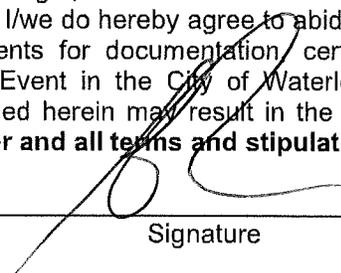
The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Steve Parker

Name (please print)



Signature

Vice President, WBA

Signatory Title (if applicable)

March 25, 2024

Date

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: _____ Received by: _____

Clerk's Office to complete the section below:

Cc:

_____ Police Department

_____ Council Approval _____
Date

_____ Fire Department

_____ Public Works

_____ Certificate of Insurance

_____ Waterloo Utilities

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: _____

Date Paid: _____

Received by: _____

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:
\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- 6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: 2024 Waterloo Farmers & Artisan Market

DATE (S) OF EVENT: Wednesdays 6-5-24 thru 9-25-24 HOURS: 3pm - 7pm

LOCATION/PROPERTY: South Monroe Street Cul-de-sac

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? Dial 911

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Steve Parker phone # 608-575-9095

2) What time will set up begin: 2 pm

3) Name of clean up contact person: Sam Hensler Cell Phone# 920-342-0840

4) Estimated time for clean up after event: Less than one hour

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold? YES NO

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures? _____

Support local Waterloo events

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers
other _____

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES NO

Purpose of barricades: Block off S. Monroe Street at beginning of cul-de-sac

Location of placement: At opening of cul-de-sac Amount needed 6 barricades

Date barricades needed Each Wednesday Time of placement Steve will place each week

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels 3

Where do you want them placed? By the barricades. Steve will distribute

Name of disposal company if other than the City: LRS

Where will dumpster be place: Private dumpsters will be used.

8) Will water connection be needed?

YES

~~NO~~

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

NBP1562005A

Renewal of Number

***** RENEWAL CERTIFICATE *****

Direct Bill Policy

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NBP1562005B

NAMED INSURED AND ADDRESS:

**WATERLOO BUSINESS ASSOCIATION
W 10788 COUNTY RD I
REESEVILLE, WI 53579**

POLICY PERIOD: (MO. DAY YR.) From: 08/01/2023 To: 08/01/2024

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Business Association Guard

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1562005A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	\$350.00
Businessowners Property Coverage Part	\$50.00
TOTAL:	\$400.00

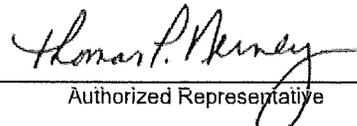
Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: **AMERICAN FAMILY BROKERAGE, INC. (2420)**
6000 American Pkwy
Madison, WI 53783

Issued: 07/11/2023 8:37 AM

Broker: Larry Anderson Insurance
695 S Grand Ave, Suite 204
Sun Prairie, WI 53590

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP0003	01/10	Businessowners Coverage Form
* BP0127	11/18	Wisconsin Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP-101	12/20	Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115	07/08	Protective Devices Or Services Provisions
BP-145 NPP	06/10	Blanket Additional Insured Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP1560	02/21	Cyber Incident Exclusion
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-193	08/14	Limits Of Insurance Under Multiple Coverage Parts
BP-201	09/16	Coverage Extension - Education Services
BP-40	03/11	Molestation Or Abuse Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
Jacket	07/19	Policy Jacket
Notice-CyberIncidentExcl-BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: **08/01/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

NTE

12/20

Notice of Terrorism Exclusion

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023
12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	115 W Taylor St, Waterloo, WI 53594	003	0757
		Description: Business Association Guard		
		Covered Causes of Loss: Special	Protection Class	1
		Construction: Frame	Square Footage:	
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Income and Extra Expense	\$25,000	\$0			Included
1	1	Business Personal Property	\$15,000	\$1,000		RC	\$37
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$50
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$50 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023
12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

Location	Address	Territory
1	115 W Taylor St, Waterloo, WI 53594	003

PREMIUM COMPUTATION

Loc	Classification	Code No.	Premium Basis	Pr/Co	Rate		Advance Premium	
					All Other	Pr/Co	All Other	All Other
1	Membership Organization (Business) - no premises owned or leased - Not-for-Profit only	41670	40 Per Members	0.000	1.250	\$0	\$50	
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	0.000	100.000	\$0	\$100	
1	Blanket Special Events Liability - Non-Profit Organizations	00041	Flat	0.000	200.000	\$0	\$200	

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$350

(This Premium may be subject to adjustment.) **MP - minimum premium**

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, provided 20 to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at S. Monroe Street as per template. in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of September 14, 2024 through September 14, 2024 20²⁴. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

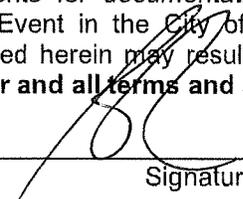
The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Steve Parker

Name (please print)



Signature

Vice President

Signatory Title (if applicable)

March 22, 2024

Date

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:

\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
6. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: WEINER & KRAUT DAY 2024

DATE (S) OF EVENT: September 14, 2024 HOURS: 9am - 7pm

LOCATION/PROPERTY: N. & S. Monroe Street/E. & W. Madison Street as per template

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? _____

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Steve Parker phone # 608-575-9095

2) What time will set up begin: 6-7 am

3) Name of clean up contact person: Sam Hensler Cell Phone# 920-342-0840

4) Estimated time for clean up after event: 7 pm

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold? YES NO

If yes, what beverage and at what cost? 5\$ per beer if approved

4) What does the Sponsor intend to do with any revenue over and above the expenditures? Continue to support community events sponsored by the organization (WBA)

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

High Energy DJ

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers
other Internet/Facebook/Social media/Word of Mouth

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES NO

Purpose of barricades: Create beer garden as per template

Location of placement: See attached template Amount needed Same as 2023

Date barricades needed September 14, 2023 Time of placement Steve will place

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost\$ _____

Equipment being used: DJ setup

Location Bandstand Entertainer name High Energy DJ

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entertainer name _____

8) Will water connection be needed?

YES

~~NO~~

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: Barricade at Cul-de-sac

Location: See Template Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location cul-de-sac Amount 4 if possible

Date needed: 9-14-2024 Time needed 7 am Stev will pick up if allowed

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels 6

Where do you want them placed? Steve will place as part of setup

Name of disposal company if other than the City: LRS

Where will dumpster be placed: Private dumpsters will be used.

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ _____

Application Date: 03/22/2024

Town Village City of Waterloo

County of Jefferson

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/14/2024 and ending 09/14/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

- Bona fide Club Church Lodge/Society
 Veteran's Organization Fair Association or Agricultural Society
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Waterloo Business Association

(b) Address P.O. 108 Waterloo, WI 53594

(Street)

Town Village City

(c) Date organized 03/01/2021

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Sam Hensler

Vice President Steve Parker

Secretary N/A

Treasurer Ben Reigel

(g) Name and address of manager or person in charge of affair: Sam Hensler

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Clu-de-sac at North End of Monroe Street as described in attached Template.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? _____

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____

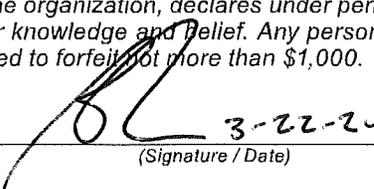
3. Name of Event

(a) List name of the event 2024 Weiner & Kraut Day

(b) Dates of event 09/14/2024

DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  3-22-24
(Signature / Date)

WBSA
(Name of Organization)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

NBP1562005A

Renewal of Number

*** RENEWAL CERTIFICATE ***

Direct Bill Policy

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NBP1562005B

NAMED INSURED AND ADDRESS:

WATERLOO BUSINESS ASSOCIATION
W 10788 COUNTY RD I
REESEVILLE, WI 53579

POLICY PERIOD: (MO. DAY YR.) From: 08/01/2023 To: 08/01/2024

12:01 A.M. STANDARD TIME AT YOUR
MAILING ADDRESS SHOWN ABOVE

FORM OF BUSINESS: Non-Profit Corporation

BUSINESS DESCRIPTION: Business Association Guard

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW, EXPIRING POLICY NUMBER NBP1562005A IS RENEWED FOR THE POLICY PERIOD STATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Businessowners Liability Coverage Part	\$350.00
Businessowners Property Coverage Part	\$50.00

TOTAL: \$400.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue

See Endorsement EOD (1/95)

Agent: AMERICAN FAMILY BROKERAGE, INC. (2420)
6000 American Pkwy
Madison, WI 53783

Issued: 07/11/2023 8:37 AM

Broker: Larry Anderson Insurance
695 S Grand Ave, Suite 204
Sun Prairie, WI 53590

By: 
Authorized Representative

UPC (08-07)

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

The following forms apply to multiple coverage parts

<i>Endt#</i>	<i>Revised</i>	<i>Description of Endorsements</i>
BP0003	01/10	Businessowners Coverage Form
* BP0127	11/18	Wisconsin Changes
BP0417	01/10	Employment-Related Practices Exclusion
BP-101	12/20	Exclusion of Certified Acts of Terrorism (Coverage for Certain Fire Losses)
BP-107	04/08	Actual Cash Value Definition
BP-11	05/04	Exclusion - Fiduciary Liability And Financial Services
BP-115	07/08	Protective Devices Or Services Provisions
BP-145 NPP	06/10	Blanket Additional Insured Endorsement
BP-15	07/04	Business Income And Extra Expense Limit
BP1505	05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data -Related Liability - Limited Bodily Injury Exception Not Included
BP-152	01/13	Separation of Insureds Clarification Endorsement
BP1560	02/21	Cyber Incident Exclusion
BP-165	05/18	Exclusion - Specific Activities, Events or Conditions or Over 2,500 People
BP-168	11/11	Exclusion - Injury To Performers Or Entertainers
BP-179 NBP	12/17	Amendment of Liquor Liability Exclusion
BP-193	08/14	Limits Of Insurance Under Multiple Coverage Parts
BP-201	09/16	Coverage Extension - Education Services
BP-40	03/11	Molestation Or Abuse Exclusion
BP-48	05/16	Exclusion Asbestos, Lead Contamination, Absolute Pollution, Mold, Fungus, Bacteria, Virus And Organic Pathogen
BP-49	01/13	Absolute Exclusion For Pollution, Organic Pathogen, Silica, Asbestos And Lead
BP-58	05/07	Animal Exclusion
BP-59	02/13	Exclusion - Athletic Activity Or Sport Participants
BP-60	05/07	Exclusion For Bleacher Collapse
BP-65	05/07	Exclusion For Mechanical Rides
BP-88	04/06	Expanded Definition Of Bodily Injury
BP-90	11/10	Amended Definition
BP-95	05/07	Exclusion For Climbing, Rebounding And Interactive Games And Devices
BP-96	05/07	Exclusion For Firearms, Fireworks And Other Pyrotechnic Devices
BP-97	05/07	Exclusion For Event Vendor/Exhibitor & Contractor
Jacket	07/19	Policy Jacket
Notice-CyberIncidentExcl-BP	01/21	Cyber Incident Exclusion Endorsement - Advisory Notice to Policyholder

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EXTENSION OF DECLARATIONS

Policy No. NBP1562005B

Effective Date: **08/01/2023**

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS

FORMS AND ENDORSEMENTS

NTE

12/20

Notice of Terrorism Exclusion

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

BUSINESSOWNERS PROPERTY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023
12:01 STANDARD TIME

DESCRIPTION OF PREMISES

<i>Prem</i>	<i>Bldg</i>	<i>Location, Construction, Occupancy and Other Information</i>	<i>Territory</i>	<i>Fire Code</i>
1	1	115 W Taylor St, Waterloo, WI 53594	003	0757
		Description: Business Association Guard		
		Covered Causes of Loss: Special	Protection Class	1
		Construction: Frame	Square Footage:	
		Special Deductible: None	Special Deductible Type:	

COVERAGES PROVIDED - INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN

<i>Prem</i>	<i>Bldg</i>	<i>Coverage</i>	<i>Limits of Insurance</i>	<i>Deductible</i>	<i>Coinsurance % or Monthly Indemnity</i>	<i>+ Valuation</i>	<i>Premium</i>
1	1	Business Income and Extra Expense	\$25,000	\$0			Included
1	1	Business Personal Property	\$15,000	\$1,000		RC	\$37
MINIMUM PREMIUM FOR PROPERTY COVERAGE PART:							\$50
TOTAL PREMIUM FOR PROPERTY COVERAGE PART:							\$50 MP
MP - minimum premium							
+ Valuation: ACV - Actual Cash Value; RC - Replacement Cost; RC/ACV - Replacement Cost/ACV Roof FBV - Functional Building Value; AA - Agreed Amount; ALS - Actual Loss Sustained							

LOSS PAYABLE(S): NONE

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

BUSINESSOWNERS GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy No. NBP1562005B

Effective Date: 08/01/2023

12:01 STANDARD TIME

LIMITS OF INSURANCE

Liability and Medical Expenses	\$1,000,000
Medical Expense (per person)	\$5,000
Damages To Premises Rented To You (Any One Premises)	\$100,000

An Aggregate Limit of Liability applies to this Coverage as defined in SECTION II - LIABILITY, paragraph D.4. of the Businessowners Coverage Form.

LIABILITY DEDUCTIBLE **\$0**

LOCATIONS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

<i>Location</i>	<i>Address</i>	<i>Territory</i>
1	115 W Taylor St, Waterloo, WI 53594	003

PREMIUM COMPUTATION

<i>Loc</i>	<i>Classification</i>	<i>Code No.</i>	<i>Premium Basis</i>	<i>Pr/Co</i>	<i>Rate</i>		<i>Advance Premium</i>	
					<i>All Other</i>	<i>Pr/Co</i>	<i>All Other</i>	<i>All Other</i>
1	Membership Organization (Business) - no premises owned or leased - Not-for-Profit only	41670	40 Per Members	0.000	1.250	\$0		\$50
1	Blanket Additional Insured - Non-Profit Package	49950	1 Flat	0.000	100.000	\$0		\$100
1	Blanket Special Events Liability - Non-Profit Organizations	00041	Flat	0.000	200.000	\$0		\$200

MINIMUM PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$345

TOTAL PREMIUM FOR GENERAL LIABILITY COVERAGE PART: \$350

(This Premium may be subject to adjustment.) MP - minimum premium

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:

See Form EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.



Dodge County Land Resources and Parks Department

127 East Oak Street · Juneau, WI 53039-1329
PHONE: (920) 386-3700 · FAX: (920) 386-3979
EMAIL: landresources@co.dodge.wi.us

DATE SENT TO CITY: **MARCH 8, 2024**

**DEADLINE FOR
CITY DENIAL:** **APRIL 7, 2024**

LETTER OF INTENT NOTIFICATION

Please find attached a copy of the minor subdivision letter of intent(s) submitted to our department for approval.

<u>NAME</u>	<u>CITY</u>	<u>ACTIVITY NUMBER</u>
VER-JAN ACRES	WATERLOO	2024-0132

Please notify our department of your City's position on the enclosed letter(s) of intent. If your City does not return the completed form by the above deadline or file a request that the County review be delayed until a date after which your City has reviewed the proposal, we will assume that the City is in favor of the land division request and we will then proceed with scheduling County Planning Committee review at their next available meeting.

CONTACT: Land Resources and Parks Department
ATTN: Land Division
127 E. Oak Street
Juneau, WI 53039

Phone: (920) 386-3700
FAX: (920) 386-3979

Thank you!

CITY'S RECOMMENDATION

APPROVE DENY NO RECOMMENDATION

LAYOVER TO DATE: _____

COMMENTS: _____

CITY REPRESENTATIVE

214

- ▭ Parcels
- ▭ Parcel Numbers
- ▭ CSM Boundaries
- ▭ CSM Lots
- ▭ Sub and Condo Lots
- ▭ Subdivision and Condo Boundaries
- ▭ Address Points
- ▭ Encumbrances
- ▭ ROW
- ▭ Driveways
- ▭ Municipalities
- ▭ Sections
- ▭ Roads



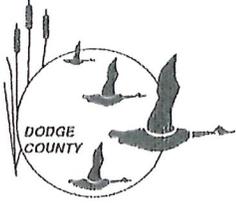
SWCOR

S14COR

The data used to create this map is a compilation of records, information, and data from various city, county and state offices, and other sources. This map is only advisory, does not replace a survey, and may not be used for any legal purpose. Dodge County assumes no liability for any use or misuse of this information.

Date created: 2/27/2024
Last Data Uploaded: 2/27/2024 4:42:25 AM

ADDRESS: W11858 CLARKSON RD.
2.0 AC +/-



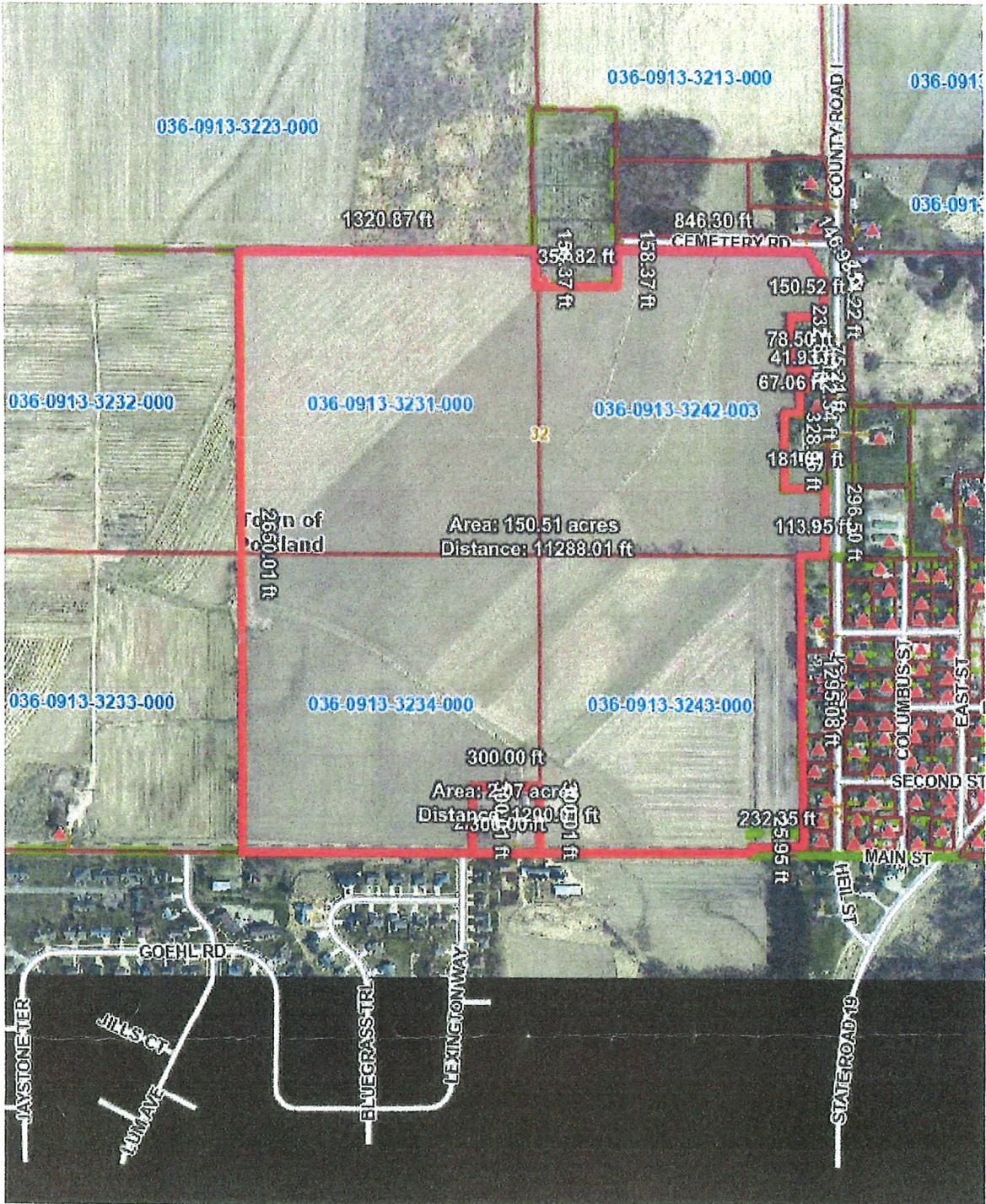
DODGE COUNTY
 LAND RESOURCES AND PARKS DEPARTMENT
 127 E. OAK STREET • JUNEAU, WI 53039
 PHONE: (920) 386-3700 • FAX: (920) 386-3979
 E-MAIL: landresources@co.dodge.wi.us

**MINOR LAND DIVISION
 LETTER OF INTENT FORM**

THIS AREA FOR OFFICE USE ONLY	
Activity No. 240132	Expiration Date
Application Date: 3-8-2024	Receipt #: 9009-0014

Application Fee: \$75 (Non-Refundable)

NAMES & MAILING ADDRESSES		PROPERTY DESCRIPTION				
Applicant (Agent) New Frontier Land Surveying		Parcel Identification Number (PIN) 036-0913-3234-000				
Street Address P.O. Box 576		Town PORTLAND	T 9	N 13	R 13	E
City • State • ZipCode BEAVER DAM, WI 53916		1/4 SE	1/4 SW	Section 32	Acreage of Parent Parcel 40	Acreage of Proposed Lot(s) 2 1/4
Property Owner (If different from applicant) VER-JAN ACRES 90 CLAYTON		Subdivision (Name, lot and block) or CSM # (Volume/Page/Lot) N/A 150 Acre				
Street Address N 632 CR "I"		Site Address Of Property (DO NOT include City/State/ZipCode) W 11858 CLARKSON RD.				
City • State • ZipCode WATERLOO, WI 53594		Is this property connected to public sewer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
CONTACT PERSON						
Name and daytime phone number (include area code) of a person we can contact if we have any questions about your application.						
Name MARK TOMASHEK		Daytime Phone (920) 296 3904				
CURRENT PROPERTY USE			PROPOSED USE			
<input type="checkbox"/> Vacant Property <input checked="" type="checkbox"/> Single Family Residential <input type="checkbox"/> Duplex (Two-Family Residential) <input type="checkbox"/> Multi-Family Residential • Number of residential units: _____ <input checked="" type="checkbox"/> Active Working Farm Operation <input type="checkbox"/> Recreational / Wetlands / Wooded Parcel <input type="checkbox"/> Business / Industrial / Commercial Use (Describe Below) <input type="checkbox"/> Other (Describe Below)			<input checked="" type="checkbox"/> Single Family Residential <input type="checkbox"/> Duplex (Two-family Residential) <input type="checkbox"/> Multi-Family Residential • Number of residential units: _____ <input type="checkbox"/> Agricultural Use Only – No residential structures <input type="checkbox"/> Open Space Recreational / Wetlands - No residential structures <input type="checkbox"/> Business / Industrial / Commercial Use (Describe Below) <input checked="" type="checkbox"/> Other (Describe Below) NON FARM RESIDENCE			
A SKETCH PLAN SHOWING THE PROPOSED LAND DIVISION IS REQUIRED TO BE SUBMITTED WITH THIS APPLICATION.						
CERTIFICATE						
I, the undersigned, hereby apply for Minor Land Division approval and certify that all the information both above and attached is true and correct to the best of my knowledge. I hereby authorize members of the Dodge County Land Resources and Parks Department to enter the above-described property for purposes of obtaining information pertinent to my request.						
Signature [Signature]			Date 2/20/2024			
Daytime Contact Number (920) 296 3904						
OFFICE USE ONLY						
<input type="checkbox"/> CUP Required (App _____)		<input type="checkbox"/> REZONE Required (App _____)		<input type="checkbox"/> Restriction Release Required		
Notes:						
APPROVED <input type="checkbox"/>	DENIED <input type="checkbox"/>	LAND RESOURCES AND PARKS DEPARTMENT			Date	



- Parcels
- 036-0913-3223-000 Parcel Numbers
- CSM Boundaries
- CSM Lots
- Sub and Condo Lots
- Subdivision and Condo
- Boundaries
- ▲ Address Points
- Encumbrances
- ROW
- Driveways
- Municipalities
- Sections
- Roads

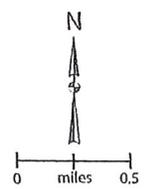
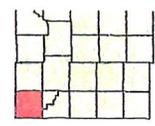


OVERALL 150 AC +/-

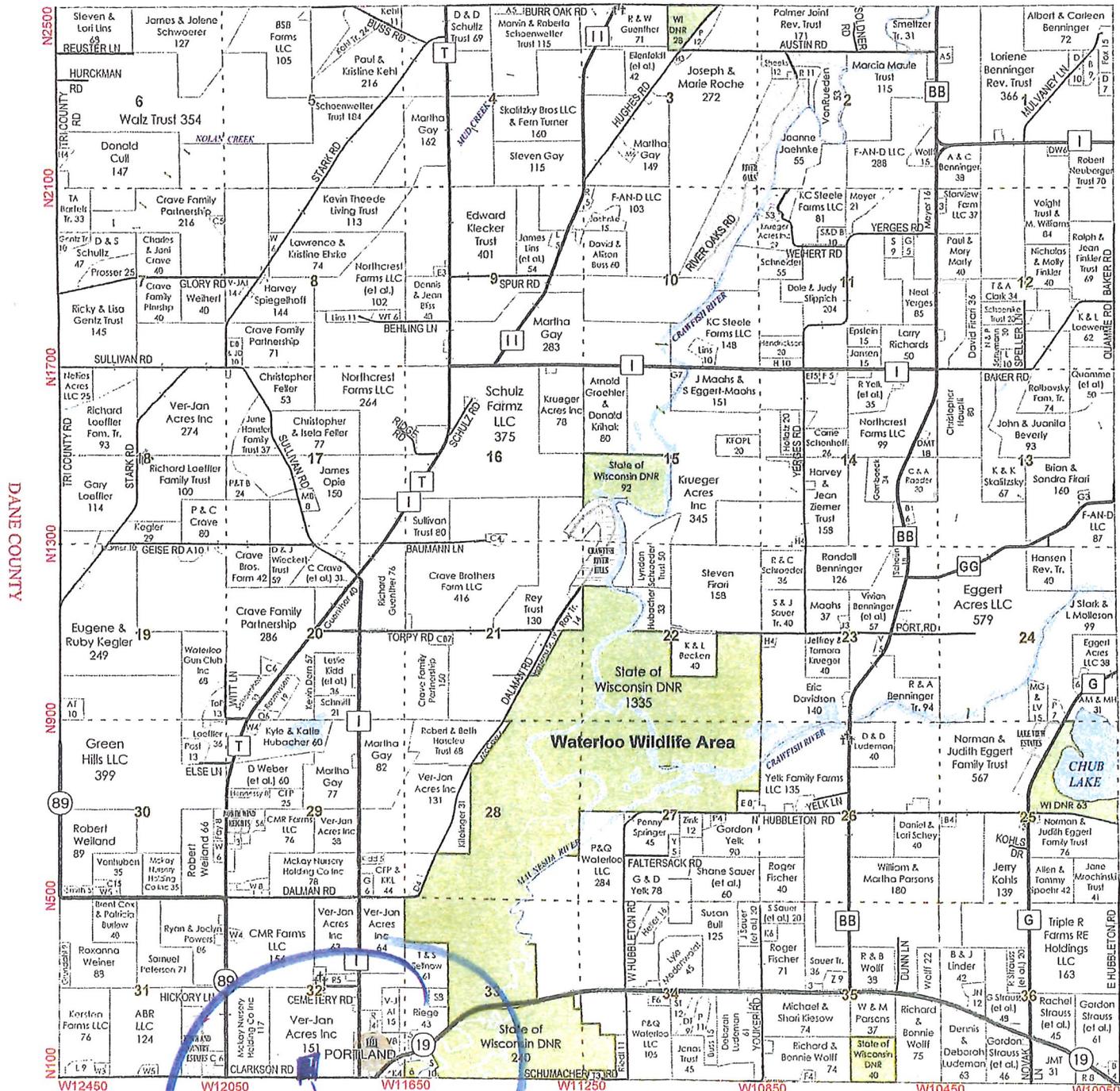
The data used to create this map is a compilation of records, information, and data from various city, county and state offices, and other sources. This map is only advisory, does not replace a survey, and may not be used for any legal purpose. Dodge County assumes no liability for any use or misuse of this information.

Date created: 2/27/2024
 Last Data Uploaded: 2/27/2024 4:42:25 AM

PORTLAND



See ELBA Page 18



DANE COUNTY

JEFFERSON COUNTY

The maps and acreages presented are representations intended to be a general reference to the public. They are not intended for legal, survey, or other related uses, and are advisory only. Dodge County assumes no liability for any use or misuse of this information. For the full disclaimer please see page 1.

AREA

Land Information

Search Tool
list.co.dodge.wi.us

Dodge County

Web Map
dodgecountywebmap.com

See SHIELDS Page 33

See LOWELL (S) Page 29

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement") is made by and between the **City of Waterloo**, a Wisconsin municipality ("Seller"), and **GoldSky Capital LLC**, a Wisconsin limited liability company, and/or assignee ("Buyer") as of the ____ day of _____ 2024 ("Effective Date").

RECITALS

A. Seller is the fee owner property located at 333 Portland Road, City of Waterloo, Jefferson County, Wisconsin, also known as Tax Parcel No. 290-0813-0531-001-01, as depicted on Exhibit A, attached hereto and made a part hereof (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller in accordance with the terms set forth below.

TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Buyer agree as follows:

SECTION 1 – THE PROPERTY. In consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer hereby offers to purchase the Property from Seller.

SECTION 2 - PURCHASE PRICE. The "Purchase Price" is One and 00/100 Dollar (\$1.00).

SECTION 3 – ESCROW, SURVEY AND TITLE INSURANCE.

3.1 Designation of Escrow Agent. First American Title Insurance Company, 833 East Michigan Street, Suite 550, Milwaukee, WI 53202, Attn: Danielle Farina, dfarina@firstam.com, Phone: 414-203-4183, is hereby designated as both the "Escrow Agent" and "Title Company" in connection with this transaction. This Agreement shall serve as escrow instructions and shall be subject to the usual conditions of acceptance of the Escrow Agent, insofar as the same are not inconsistent with any of the terms hereof.

3.2 Title Commitment. Following the Effective Date, Buyer shall obtain from the Title Company a commitment for Title Insurance (the "Initial Commitment") to issue to Buyer an ALTA Owner's Policy of Title Insurance (the "Title Policy") for the Property, together with legible copies of all instruments evidencing those matters listed as exceptions in the Initial Commitment, setting forth the state of title to the Property as of the effective date of the Initial Commitment.

3.3 Survey. Following the Effective Date, Buyer shall cause an ALTA/NSPS standard survey of the Property (the "Survey") to be prepared.

3.4 Title/Survey Objections. Following receipt of the Commitment and the Survey, and prior to the expiration of the Due Diligence Period (as hereinafter defined) Buyer will give Seller notice ("Objection Notice") of any easements, conditions, restrictions, covenants, reservations, limitations, rights of way, encroachments, or other matters disclosed in the Commitment or Survey which are objectionable for any reason to Buyer ("Defect"). Seller may, but shall not be required to, cure any Defect with respect

to which Buyer delivers an Objection Notice, and Closing shall be extended if and as necessary to accommodate such cure. If Seller fails to cure or remove a Defect within thirty (30) days following receipt of the Objection Notice, Buyer shall have the right, at its sole option, to: (i) waive the Defect which Seller has not removed or cured and accept title to the Property subject to the Defect; (ii) extend the Closing Date for a period not longer than sixty (60) days to provide Seller with additional time within which to cure or remove the Defect and Seller agrees to continue to use its best efforts during such period to cure or remove such Defect; or (iii) terminate this Agreement. In the event of such termination, any documents deposited by Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be fully released from any further obligation to the other under this Agreement. Notwithstanding anything to the contrary set forth herein, Seller agrees to remove any (i) mortgages, or other monetary liens recorded against the Property caused or created by Seller, (ii) construction liens for work performed for Seller, (iii) judgment liens for judgments filed against Seller, and (iv) tax liens against Seller.

SECTION 4 - DUE DILIGENCE.

4.1 Due Diligence Inspections. During the one hundred twenty (120) day period commencing with the Effective Date (the "Due Diligence Period"), Seller shall provide Buyer and Buyer's representatives, if any, with complete access to the Property at any time for the purpose of conducting inspections, engineering studies, appraisals, test borings, or any other activities reasonably required by Buyer in order to determine, in Buyer's sole and absolute discretion, the suitability of the Property for Buyer's purposes (collectively, the "Inspections"). The right to conduct Inspections shall include the right to enter upon any portion of the Property to take measurements, make inspections, make boundary and topographical survey maps, and to conduct geotechnical, environmental, groundwater, wetland and other studies required by Buyer, in its sole discretion, and to determine the adequacy of utilities serving the Property, zoning and compliance with laws. No such Inspections shall constitute a waiver or relinquishment on the part of Buyer of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Buyer shall restore the Property to substantially the condition that it was in prior to those Inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts and omissions on the Property. Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with (i) the negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees, or (ii) any pre-existing condition. Buyer shall have the right to extend the Due Diligence Period for one (1) period of sixty (60) days by giving written notice to Seller prior to the date the current Due Diligence Period is set to expire. As a part of such Due Diligence Period extension, Buyer will deposit an additional One Hundred and 00/100 Dollars (\$100.00) ("Extension Deposit") into escrow with the Escrow Agent, that shall be applicable towards the Purchase Price, and which shall be refundable in the event Buyer terminates this Agreement in accordance with its terms. In addition, during the Due Diligence Period, Buyer and Seller shall work together in good faith to negotiate the terms of a final "Development Agreement" setting forth the timeline in which Buyer shall begin construction of improvements on the Property, the obligation of Seller to provide certain incentive payments to Buyer as set forth therein, Seller's right to repurchase the Property if Buyer fails to construct a improvements on the Property in the manner set forth therein, and such other terms and conditions as are reasonably agreed upon by Buyer and Seller, and obtain a resolution authorizing Seller to enter into the Development Agreement. If the results of the Inspections or the Reports are not acceptable to Buyer, in its sole and absolute discretion, if Buyer and Seller are unable (despite the good faith efforts of each party) to agree upon the terms of the Development Agreement, if the parties are unable to obtain the necessary resolutions, or if the feasibility of purchasing the Property is otherwise unsatisfactory, in Buyer's sole and absolute opinion, Buyer may terminate this Agreement by written notice given to Seller on or before the expiration of the Due Diligence Period, as may be extended. In the event of such termination, any documents deposited by Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be fully released from any further obligations to the other

under this Agreement. Notwithstanding any provision to the contrary in this Agreement, including but not limited to this Section, the Seller retains sole and absolute discretion as to whether or not to enter into a development agreement with the Buyer, including whether or not to offer any incentives and monetary payments to the Buyer.

4.2 Due Diligence Documents. Upon execution of this Agreement Seller shall deliver to Buyer, at no cost to Buyer, such of the following as are in the possession of or available to Seller: existing soil and groundwater tests, surveys, title policies, environmental reports, underground storage tank test results, waste disposal records, permit records, traffic studies, other engineering tests and studies pertaining to the Property (including, but not limited to, structural, plumbing, electrical, mechanical and civil), all records concerning the presence, location, and quantity of asbestos- containing material and presumed asbestos- containing material as required in 29 CFR1910.1001(j)(2)(ii), building permits and specifications, termite inspection, vermin infestation and boiler inspection reports, copies of all third-party contracts affecting the Premises, list of capital improvements completed over the last two years, and last twelve months utility bills (collectively, the "Due Diligence Documents"). To the extent Seller is not in possession or control of the Due Diligence Documents, Seller shall use its best efforts to receive the Due Diligence Documents within twenty (20) days of the Effective Date.

4.3 Plans and Approvals. During the Due Diligence Period or extensions thereof, Buyer shall have the right to file, at Buyer's expense, any and all applications and plans required in order to obtain a building permit, and any rezoning subdivision (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval or permit from any and all governmental authorities having jurisdiction over the Property which Buyer deems appropriate in connection with Buyer's contemplated uses of the Property. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require), provided it does not impose any cost or burden on the Seller. Seller further agrees to reasonably cooperate with Buyer, or its nominee, by providing information to, public and private utilities and governmental and quasi-governmental entities.

SECTION 5 - CONVEYANCE TO BUYER. Seller shall deliver to the Escrow Agent a ~~Quit Claim~~Special Warranty Deed ("Deed") in form acceptable to Buyer. The Property shall be conveyed as is, where is, without any warranty except as expressly stated in this Agreement. .

SECTION 6 – PRORATION AND CLOSING COSTS.

6.1 Prorations of Taxes, Rentals and Utility Charges. Real estate taxes and general assessments (except assessments for improvements and respreads of taxes and assessments previously in default which are payable in installments, if any, all of which shall be charged to Seller) shall be prorated by the Escrow Agent as of the Closing Date, with the Closing Date being treated as a day of ownership by Seller. Taxes and assessments shall be prorated on the basis of the latest available rates and valuations furnished for the Property by the taxing authorities. Should actual rates and valuations appear to be at variance with the rates and valuations used for such proration, the parties shall readjust the proration based upon the actual rates and valuations.

6.2 Closing Costs. At Closing, Seller shall pay: (i) the cost for the preparation of the Deed, (ii) any transfer taxes and conveyance fees required to be paid in connection with the transfer of the Property to Buyer;; and (iii) any other charges or prorations as required herein. At Closing, Buyer shall pay: (i) the cost of any special endorsement(s) to the Title Policy required by Buyer; (ii) the cost of recording the Deed and the Development Agreement; (iii) the cost of the Survey; and (iv) any other charges or prorations as required herein.

SECTION 7 - POSSESSION AND CLOSING.

7.1 Closing Date. Unless the parties otherwise agree in writing, this transaction shall be closed and the Deed filed for record on the date that is ten (10) days after the expiration of the Due Diligence Period or Buyer's earlier waiver of all Buyer's contingencies hereunder and after passage of resolutions authorizing the required deeds in the form required by the Title Company. The time and date of such closing is referred to herein as the "Closing Date" or the "Closing". Unless otherwise provided herein, all documents necessary for Closing shall be deposited in escrow at least two (2) business days prior to the Closing Date, and all funds shall be deposited in escrow on or prior to the Closing Date.

7.2 Seller's Closing Documents. Seller will deliver to Escrow Agent the following Items:

- (a) the Deed in form acceptable to Buyer;
- (b) such affidavits and other information as the Title Company shall reasonably require in order to remove the standard exceptions from Schedule B of its Title Policy;
- (c) a counter-signed Development Agreement;
- (d) an affidavit in accordance with the requirements of the Foreign Investment in Real Property Tax Act of 1980, I.R.C. Section 1445 (1984), as then in effect, in form and substance satisfactory to Buyer and the Escrow Agent;
- (e) a Settlement Statement executed by Seller; and
- (f) such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement.

7.3 Buyer's Closing Documents. Buyer will deliver to the Escrow Agent the following items:

- (a) funds in the amount of the Purchase Price, as adjusted in the manner set forth herein;
- (b) conveyance fee statement;
- (c) a counter-signed Development Agreement and certification of authority to execute and deliver the Development Agreement in form reasonably acceptable to Seller;
- (d) a Settlement Statement executed by Buyer; and
- (e) such other documents as the Escrow Agent may reasonably require in order to consummate the transaction contemplated by this Agreement, including but not limited to, lien waiver or release from surveyor and other parties doing due diligence on property on Buyer's behalf.

7.4 Possession. Exclusive possession of the Property shall be delivered by Seller to Buyer on the Closing Date, free of all tenancies, leases and occupants whatsoever.

SECTION 8 - REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents to Buyer that as of the date of this Agreement and as of the Closing Date:

- (a) Organization and Title. Seller is a Wisconsin municipality duly organized and validly existing under the laws of the State of Wisconsin;

(b) Authorization. The execution and delivery of this Agreement and the documents and instruments described herein and the performance by Seller of its obligations hereunder have been duly authorized and create binding obligations on the part of Seller. The person signing this Agreement on behalf of Seller has been duly authorized to execute and deliver this Agreement on behalf of Seller;

(c) No Conflict. The execution and delivery of this Agreement and performance thereunder by Seller will not conflict with or result in a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which it is a party;

(d) Non-Foreign Status. Seller is not a "foreign person" within the meaning of §1445 of the Code;

(e) Third-Party Rights. To Seller's knowledge, no person or entity other than Seller has any use, occupancy or leasehold rights with respect to the Property or any part thereof, and except as contemplated in this Agreement, the Property is not subject to any: (a) leases or subleases; (b) unrecorded easements; (c) options to purchase; (d) rights of first purchase or refusal; or (e) any other agreement or contract to use, lease or purchase the Property.

(f) Access. There is not pending and Seller has not received any written notice that there is pending any public improvement that affects access to the Property or that would terminate existing access from the Property and from public roads or to sewers and other utility services presently serving the Property;

(g) Environmental Matters. Seller has no notice or knowledge of any of the following:

(i) That any other persons, firms, corporations, partnerships or entities (hereinafter collectively "third party") who occupied or used the Property during Seller's ownership, nor, to the best of Seller's knowledge, any other third party, has engaged in the operation, use, manufacture, treatment, transportation, storage, release, discharge or disposal of any hazardous substance on the Property, except in compliance with Applicable Environmental Laws;

(ii) The existence of underground or above-ground storage tanks on, in or under the Property;

(iii) The existence of a spill, discharge, leak, migration, dumping or other form of release of any toxic substances or hazardous substances on, in or under the Property by Seller, or, to the best of Seller's knowledge, by any third party which occupied or used the Property during Seller's ownership or by any other third party;

(iv) The existence of any investigation or claim pertaining to the Property under Applicable Environmental Laws;

(v) The Property, including the Improvements thereon, is not in compliance with Applicable Environmental Laws and does contain and/or is contaminated by any toxic substances or hazardous substances except in compliance with Applicable Environmental Laws;

(vi) For purposes of this Agreement, the term "Applicable Environmental Laws" shall include the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Federal Water Pollution Control Act 33 U.S.C. §§1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§2601 through 2629; the Safe Drinking Water Act, 42 U.S.C. §§300f and 300j; the Refuse Act of 1989 (33 U.S.C. §§407); the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §§11001 et seq.); as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances, including, without limitation, those which regulate or pertain to hazardous substances or environmental matters;

SECTION 9 – DEFAULT.

9.1 Seller Default. In the event of default hereunder by Seller, Buyer may, in addition to exercising any legal or equitable remedy available, elect to terminate this Agreement by written notice to Seller, in which event the Deposit and all other funds and documents deposited by Buyer into escrow shall be immediately returned to Buyer and thereupon the parties shall be released from any further obligation to the other under this Agreement. Seller agrees that money damages are not an adequate remedy for breach of this Agreement by Seller and, in addition to any other legal or equitable remedies available to Buyer in the event of a breach by Seller, Buyer shall be entitled to: (i) the remedy of specific performance to enforce the terms and conditions hereof; and/or (ii) extend the Closing Date to permit Seller to cure such breach.

9.2 Buyer Default. In the event of default hereunder by Buyer, and Buyer fails to consummate the transactions contemplated herein for any reason, except default by Seller or the failure of any of the conditions to Buyer's obligations set forth in this Agreement, in addition to exercising any legal or equitable remedy available to Buyer, the Deposit shall be and become the property of Seller, such sums being agreed upon as liquidated damages for the failure of Buyer to perform the duties, liabilities and obligations imposed upon Buyer by the terms and provisions of this Agreement.

9.3 Limitation of Liability of Seller and Buyer. Seller and Buyer acknowledge and agree that any agreement, obligation or liability made, entered into, assumed or incurred by or on behalf of Seller or Buyer pursuant to this Agreement or any instrument executed in connection herewith binds only the assets of Seller or Buyer and no partner (whether general or limited), official, shareholder, director, officer, employee or agent of Seller or Buyer will be personally liable for any obligations or liabilities of Seller or Buyer under this Agreement or any other instrument executed in connection therewith, and neither Seller, nor any successor or assignee of Seller, or Buyer or any other party will seek or be entitled to any personal judgment against any partner (whether general or limited), official employee or agent of Seller or Buyer, or their respective heirs, successors, representatives, administrators or assigns.

SECTION 10 – BROKERS. Seller and Buyer shall be responsible for all broker commissions based on the sale of the Property charged by any real estate agent retained by themselves. Each party covenants and agrees to indemnify, defend and hold harmless the other party from and against any and all claims or demands and any and all loss, cost, damage or expense, including, without limitation, attorneys' fees arising from said commissions.

SECTION 11 – DAMAGE / DESTRUCTION AND CONDEMNATION. The risk of loss or damage to the Property by condemnation, eminent domain or similar actions or proceedings or threat thereof, or by fire or other casualty, shall be borne by Seller through the date and time that the Deed is recorded and thereafter shall be borne by Buyer.

11.1 Damage/Destruction. Until the Closing Date, Seller shall maintain insurance coverage insuring the Property and shall maintain the Property in the same condition as existed on the date of Buyer's execution hereof, except for ordinary wear and tear. If, before the Closing Date, any part of the Property is destroyed or damaged, Buyer shall have the right, at its sole option, exercisable by notice to Seller; to elect one of the following: (a) to terminate this Agreement by written notice to Seller and to receive all monies paid or deposited hereunder or in connection herewith (and Seller shall be responsible for all accrued escrow and title and charges) and thereupon the parties shall be released from any further obligation to the other under this Agreement; or (b) to accept the Property in its then current condition and to receive the proceeds of any insurance settlement together with a credit from Seller at Closing for the amount of any deductible.

11.2. Condemnation. If at any time before Closing, the Property is subjected to such a taking, either total or partial, by eminent domain, by inverse condemnation or for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Buyer, Buyer shall have the right, at its sole option, exercisable by notice to Seller, to elect one of the following: (a) to terminate this Agreement by written notice to Seller and to receive all monies paid or deposited hereunder or in connection herewith (and Seller shall be responsible for all accrued escrow, title and Survey charges) and thereupon the parties shall be released from any further obligation to the other under this Agreement; or (b) to proceed to close this transaction, in which event Buyer shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Property to be conveyed to Buyer pursuant to this Agreement.

SECTION 12 – ADDITIONAL CONDITIONS TO BUYER'S OBLIGATIONS. The obligation of Buyer to consummate the transaction contemplated by this Agreement is further expressly conditioned upon the fulfillment of each of the following conditions (all or any portion of which may be waived by Buyer, in whole or in part, at or prior to, the Closing Date): (a) Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required; (b) all of the representations made by Seller and set forth in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date; (c) the Title Company shall be prepared to issue the Title Policy to Buyer; (d) the successful completion of negotiations on the Development Agreement and any other applicable economic development incentives offered by state and local entities, utility companies, or other similar parties as evidenced by an incentives proposal or other such documentation that can be relied upon as evidence of public participation in the project; and (e) the Property is delivered in the physical condition required by this Agreement, reasonable wear and tear excepted.

If any of the conditions of this Section 12 are not fulfilled, in whole or in part, or if at any time Buyer determines in its reasonable judgment, that any of the conditions set forth in this Section 12 cannot be fulfilled, in whole or in part, on or before the Closing Date (or such earlier contingency date as specified above), Buyer, at its sole option, shall have the right, exercisable by notice to Seller: (i) to waive such condition and proceed to close this transaction; (ii) to terminate this Agreement, in which event the documents deposited by Buyer in escrow shall be immediately returned to Buyer and this Agreement shall have no further force or effect and thereupon the parties shall be released from any further obligation to the other under this Agreement; (iii) to extend the Closing Date for a period not longer than sixty (60) days to

permit Seller to satisfy such conditions; or (iv) if Closing does not occur by reason of Seller's default, to sue Seller for specific performance as a result of Seller's default.

SECTION 13 – TAX-FREE EXCHANGE. If so requested by either party, the other party will cooperate in structuring and completing this transaction for the requesting party so as to effect a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. In particular, such other party will consent to the assignment by the requesting party prior to the Closing hereunder of its rights hereunder to a “qualified intermediary” or other third party for such purposes. The foregoing notwithstanding, in connection with any such exchange, neither party shall have any obligation to acquire title to any real property nor to enter into any contract: (i) that may create or impose upon such party any non-monetary obligation or negative covenant; (ii) that does not provide that the sole and exclusive remedy of any seller for a breach shall be to retain as liquidated damages the deposit paid to said seller; or (iii) that requires such party to execute any mortgage, deed of trust or similar financing instrument. It is further agreed that: (1) neither party shall assume any responsibility for the tax consequences to any other party arising out of any exchange effected pursuant to this Section; (2) the requesting party shall reimburse the other party for all additional costs and expenses (including reasonable attorneys’ fees) incurred by such other party in connection with any such exchange; and (3) the requesting party shall indemnify and hold the other party harmless from and against any and all loss, cost, damage, expense or other liability (including reasonable attorneys’ fees) that such other party may incur or suffer in the performance of its obligations under this Section.

SECTION 14 – MISCELLANEOUS.

14.1 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin.

14.2 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile, PDF or other electronic signature of either party on any counterpart may be relied upon as an original signature

14.3 Entire Agreement. This Agreement, together with the attached Exhibits, contains all of the terms and conditions of the agreement between the parties, and any and all prior and contemporaneous oral and written agreements are merged herein. The Exhibits attached to this Agreement are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth at length in this Agreement.

14.4 Modifications and Waivers. This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only be made in writing and the change or waiver must be signed by the party against whom the change or waiver is sought to be enforced. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.

14.5 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, successors, and assigns of the parties hereto.

14.6 Assignment. Prior to Closing, Buyer may assign its rights under this Agreement only by prior written notice to Seller and consent of the Seller. Should Buyer so elect, and Seller so consent, the Deed, and other documents shall be drafted in the name of such assignee. The assignee shall be bound by all terms of the Agreement and the Development Agreement

14.7 Notices. All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same and shall be effective upon receipt by the party to whom such notice is sent by e-mail (delivery receipt requested) and (i) delivered personally, (ii) transmitted by first class registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by reputable prepaid overnight delivery service, and addressed as follows:

To Seller: _____
The City of Waterloo
136 North Monroe Street
Waterloo, WI 53594
Email: _____

with copy to: William S. Cole, City Attorney
Axley Brynson LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703
Phone: (608) 283-6766
Email: wcole@axley.com

To Buyer: Andrew Millis
GoldSky Capital LLC

Email: _____

with copy to: Paul R. Jonas, Esq.
Michael Best & Friedrich LLP
790 N. Water Street, Suite 2500
Milwaukee, WI 53202
Email: prjonas@michaelbest.com

Such notices, demands and other communications will be effective and deemed delivered upon first attempted delivery once delivered personally, transmitted by first class registered or certified mail, postage prepaid, return receipt requested, or sent by reputable prepaid overnight delivery service.

14.8 Section Headings. The captions in this Agreement and in the Exhibits are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement or such exhibits.

14.9 Severability. If one or more of the provisions of this Agreement or the application thereof shall be invoked, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof shall in no way be affected or impaired.

14.10 Date for Performance. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day which is not a federal holiday.

14.11 Cooperation. Prior to, at and after the Closing, each party shall also execute and deliver such further instruments of conveyance, sale, assignment or transfer, and shall take or cause to be taken, such other further action as either party shall reasonably request in writing, which request shall not be

unreasonably or arbitrarily denied, as may be necessary to confirm or effectuate the transaction contemplated by this Agreement.

14.12 Attorney Fees. In the event that any party shall engage an attorney in connection with any action or proceeding to enforce or construe this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its reasonable litigation expenses, to the extent permitted by law.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

SELLER:

The City of Waterloo,
a Wisconsin municipality

By: _____
Name: _____
Its: _____

BUYER:

GoldSky Capital LLC.,
a Wisconsin limited liability company

By: _____
Name: _____
Its: _____

ESCROW CONSENT

The undersigned agrees to act as the Title Company and Escrow Agent for the transaction described in the above Agreement as provided herein.

Escrow No. _____

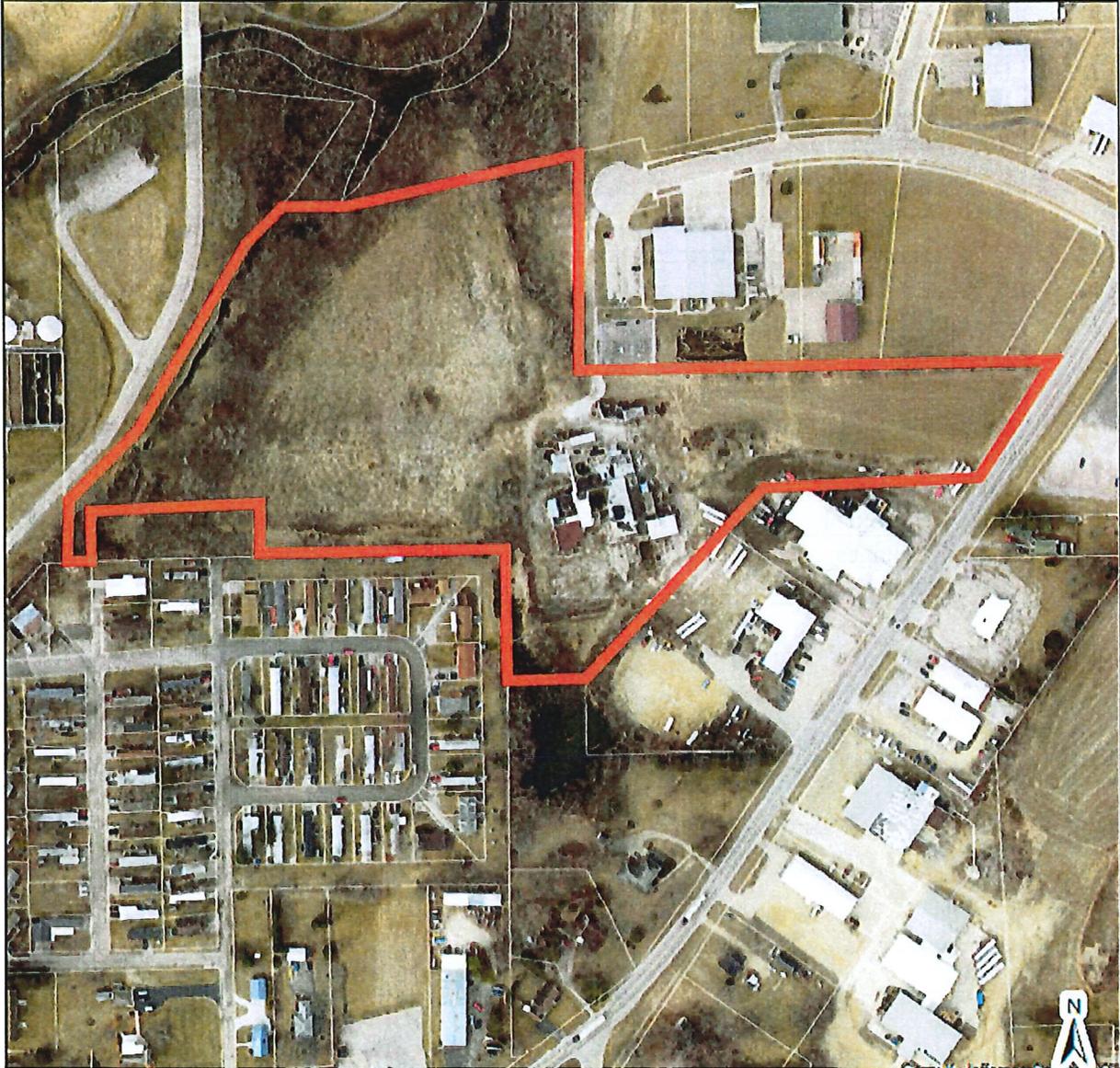
By: _____

Name: _____
Authorized Representative

Date: _____

EXHIBIT A

MAP OF PROPERTY



Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 4/1/2024 5:11:07 PM	
Style name: MBFDefault	
Intelligent Table Comparison: Active	
Original DMS: iw://michaelbest-mobility.imatech.com/MBF/36940121/1	
Modified DMS: iw://michaelbest-mobility.imatech.com/MBF/37021100/1	
Changes:	
Add	1
Delete	1
Move From	0
Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	2

Waterloo City Council - Annual Calendar Announcements & Recognition

Meeting nights: 1st & 3rd Thursdays at 7:00 pm

JANUARY
FEBRUARY - Audit Prep
MARCH - Review Appointed Committee Assignments - Waterloo incorporated March 19, 1859 (Village status)
APRIL - Anniversary April 11, 1962 (City status) - National Library Week (generally 2 nd full week in April) 1 st mtg - National Linework Day 18 th 1 st mtg - Annual Organizational Mtg & Appointments - 2nd mtg after regular election - Update Emergency Response Plan - Audit Presentation 2 nd mtg
MAY - National Firefighters Day (always May 4th) 1 st mtg - National Police Week (w/o May 15 th) 1 st mtg - National EMS Week (3 rd full week of May Sat-Sun) 2 nd mtg - National Public Works Day (3 rd full week of May) 2 nd mtg
JUNE
JULY - Budget Kick off
AUGUST
SEPTEMBER - Annual Wheel Tax Ordinance – 1 st mtg
OCTOBER - National Government Week (2 nd week)
NOVEMBER - Budget public hearing and consideration of a Finance, Insurance & Personnel Committee budget recommendation
DECEMBER

ONLINE LINKS

- [Municipal Code Chapter 30 -- CITY COUNCIL](#)
- [2021-2026 Comprehensive Plan Update](#)