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

FINANCE, INSURANCE, & PERSONNEL – AGENDA

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:

Date: **THURSDAY, SEPTEMBER 17, 2026**
Time: **5:30 P.M.**
Location: **CITY COUNCIL CHAMBERS, MUNICIPAL BUILDING, 136 N. MONROE ST.**

1) CALL TO ORDER AND ROLL CALL

2) APPROVAL OF MEETING MINUTES:
   a) Regular Scheduled Meetings
      i) August 20, 2026
   b) Special Budget Meetings
      i) September 9, 2026 & September 14, 2026

3) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)

4) NEW BUSINESS
   a) August 2026 Financial Statements: Payroll $_____, General Disbursements $_____, and Clerk/Treasurer's Reports [see on municipal website]
   b) Resolution #2026-44 Infrastructure Reserve Account
   c) Resolution #2026-45 Excess General Fund Transfer
   d) Ordinance #2026-09 Amending Section 53-12 C (1)
   e) Resolution #2026-50 Authorization to create RFP for Comprehensive Plan and Zoning Ordinance updates, per Purchasing Policy dollar limit.
   f) Resolution #2026-51 Authorization of Contingency Funds for Duct Work at City Hall
   g) Resolution #2026-52 Drumlin Fields Development Agreement
   h) Resolution #2026-53 Authorizing a Temporary 10% Compensation Increase for City Clerk Job Duties
   i) Resolution #2026-54 Authorizing Payout of Comp Time for Park Coordinator Gabe Haberkorn
   j) Hiring new City Clerk & City Treasurer
      i) [NOTE: The Finance Committee may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.]

5) UNFINISHED BUSINESS
   a) July 2026 Financial Statements: Payroll $_____, General Disbursements $_____, and Clerk/Treasurer's Reports [see on municipal website]
   b) Resolution 2026-34 Amending the Employee Handbook Regarding Leave Payout, Forfeitures and Balances Upon Separation from Employment
   c) General Budget Discussion

6) ROLLING TASK LIST

7) ADJOURNMENT

Denise Knutson
Interim City Clerk
Committee Members: Haseleu, Weihert and Kuhl

Posted, Emailed & Distributed:09/15/2026.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above meeting(s) to gather information. No action will be taken by any governmental body other than that specifically 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 FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES
August 20, 2026

1. CALL TO ORDER AND ROLL CALL. C. Kuhl called the meeting to order at 6:01p.m. Members in person: Weihert, Haseleu and Kuhl. Absent: none. Others attending in person: DPW Director Yerges, Chief Warner, Chief Butzine, Utility Supervisor Sorensen, Tim Thomas, & Jenny Zimmerman.

2. APPROVAL OF MEETING MINUTES: MOTION: Motion by Weihert to approve the meeting minutes from the Regular Scheduled Finance Meeting on July 16, 2026, and the Special Finance Budget Meetings on August 5, 2026, August 12, 2026, August 17, 2026, and August 18, 2026, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0.

3. CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit): None

4. NEW BUSINESS
    a. June 2026 Financial Statements: Payroll $_____, General Disbursements $_____, and Clerk/Treasurer's Reports [see on Municipal website]: Kuhl explained with the recent resignations at City Hall that these items were not done in a timely manner for the meeting. Discussion. MOTION: Motion by Weihert to defer to the following meeting, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0.
    b. General Budget Discussion: Kuhl discussed CIP updates including Road Projects from 2030 and beyond, Library updates, & Fire Department updates. Chief Warner submitted a spreadsheet that showed the Police Department overtime and comp time. Kuhl made a Point of Order about the Communications Director Job Description in the packet and that it would have to be discussed at the next Finance Meeting. Discussion. MOTION: Motion by Weihert to approve the CIP to send to Ehlers to work on a funding work up, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0.

5. ROLLING TASK LIST
    a. Kuhl spoke briefly with the board on upcoming meetings and employee insurance. Meetings were set for the following dates: September 9, 2026, at 6 pm, September 14, 2026, at 5:30 pm, and the regular scheduled Finance Meeting on September 17, 2026, at 5:30 pm. Discussion. NO MOTION.

6. ADJOURNMENT: Discussion. MOTION: Motion by Weihert to adjourn, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0. Approximate time 6:46 pm.

Denise Knutson
Interim City Clerk

CITY OF WATERLOO SPECIAL FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES
September 9, 2026

1. CALL TO ORDER AND ROLL CALL. C. Kuhl called the meeting to order at 5:08 pm. Members in person: Weihert, Haseleu and Kuhl. Absent: none. Others attending in person: Mayor Quimby, Alder Thomas & Alder Zimmermann.

2. NEW BUSINESS
    a. City of Waterloo Job Position Interviews. MOTION: Motion by Weihert to move to Closed Session, seconded by Haseleu. ROLL CALL VOTE: Motion Carried 3-0. Approximate time 5:09 pm.
    b. City Clerk & City Treasurer [NOTE: The Finance Committee may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.] MOTION: Motion by Weihert to move to Open Session, seconded by Haseleu. ROLL CALL VOTE: Motion Carried 3-0. Approximate time 9:49 pm.

3. ADJOURNMENT: Discussion. MOTION: Motion by Haseleu to adjourn, seconded by Weihert. VOICE VOTE: Motion Carried 3-0. Approximate time 9:50 pm.

Denise Knutson
Interim City Clerk

CITY OF WATERLOO SPECIAL FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES
Karl Junginger Memorial Library, Conference Room, 625 N. Monroe Street – Initial Location
Municipal Building Council Chamber, 136 N. Monroe Street – Reconvene Location
September 14, 2026

1. CALL TO ORDER AND ROLL CALL. C. Kuhl called the meeting to order at 5:30 pm. Members in person: Weihert, Haseleu and Kuhl. Absent: none. Others attending in person: Mayor Quimby, Alder Zimmermann Library Director Kelli Mountford, Amanda Brueckner, Josie Sullivan, Margaret Sullivan, Casey Behrend, Elizabeth Apple, Sharon Moore, Glenna McKay, Maureen Giese, & Library Board Members: Claire Jones, Susan McDermott, Leslie Fugate, Tracy Grant, Art Biermeier, Sara Cummings, & Park Coordinator Haberkorn.

2. NEW BUSINESS
    a. 2027 Budget Discussions
        i. Library: Kuhl opened the discussion for Library Director Mountford to discuss the budget submitted. Library Director Mountford discussed the submitted budget for 2027 and $9,500 Capital Project to come from Fund Equity. Other items that were discussed was the future addition of a Retirement Fund for a line item in the budget and Employee Health Insurance. Discussion. No Motion.
    b. Recess to Change Meeting Location: City of Waterloo Finance, Insurance, & Personnel Committee will recess to move locations so they can conduct other items of business not pertaining to the Library Budget discussion. MOTION: Motion by Weihert to recess to change meeting location, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0. Approximate time 5:43 pm.

ROLL CALL OF THOSE IN ATTENDENCE AT NEW LOCATION: Members in person: Weihert, Haseleu and Kuhl. Absent: none. Others attending in person: Mayor Quimby, Alder Zimmermann, Alder Dorn, and Park Coordinator Haberkorn.

    c. Reconvene Meeting at New Location: City of Waterloo Finance, Insurance, & Personnel Committee will reconvene at the new location so they can conduct other items of business on the agenda. MOTION: Motion by Weihert to reconvene at new meeting location, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0. Approximate time 5:59 pm.

    d. General Budget Discussion: Kuhl opened the discussion asking for any questions from committee members on the budgets within MyView. Kuhl then discussed possible solutions for employee health insurance. Discussion. MOTION: Motion by Weihert to table 2 (d) and to advance 3 (a) to reconvene on 2 (d) later in the meeting, seconded by Haseleu. VOICE VOTE: Motion Carried 3-0. Approximate time 6:32 pm.

3. City of Waterloo Job Position Interviews. MOTION: Motion by Weihert to move to Closed Session, seconded by Haseleu. ROLL CALL VOTE: Motion Carried 3-0. Approximate time 6:33 pm.
    a. City Clerk & City Treasurer [NOTE: The Finance Committee may meet in closed session per Wis. Stat. 19.85(1)(c) “considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.] MOTION: Motion by Weihert to move to Open Session, seconded by Haseleu. ROLL CALL VOTE: Motion Carried 3-0. Approximate time 8:37 pm.

CONTINUENCE OF TABLED AGENDA ITEM 2 (d): MOTION: Motion by Weihert to reconvene on previous tabled agenda item 2 (d) from 3 (a), seconded by Kuhl. VOICE VOTE: Motion Carried 3-0. Approximate time 8:38 pm.

2. NEW BUSINESS
    d. General Budget Discussion: The Finance, Insurance, & Personnel Committee discussed Employee Insurance for 2027 for all City of Waterloo Employees. The committee also requested that Park Coordinator Haberkorn create a memo that will introduce AFLAC as our assistance to health care and insurance and that the committee has discussed all the information concerning the insurance and reasons for staying with the high-deductible insurance for 2027. Discussion. MOTION: Motion by Kuhl to keep the high-deductible health plan for all city employees for 2027, seconded by Weihert. VOICE VOTE: Motion Carried 3-0.

4. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS: Kuhl discussed the future of SharePoint within the city’s agendas and packets. Future Meetings: September 24, October 5, & October 13, 2026, all at 5:30 pm.

5. ADJOURNMENT: Discussion. MOTION: Motion by Haseleu to adjourn, seconded by Weihert. VOICE VOTE: Motion Carried 3-0. Approximate time 9:50 pm.

Denise Knutson
Interim City Clerk

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

RESOLUTION #2026-44

CREATION OF INFRASTRUCTURE RESERVE FUND

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

WHEREAS, the City of Waterloo, Wisconsin ("City") recognizes that maintaining and improving public infrastructure is essential to the health, safety, economic vitality, and quality of life of the community; and

WHEREAS, the City is responsible for planning, maintaining, repairing, replacing, and improving public infrastructure, including but not limited to streets, sidewalks, stormwater facilities, bridges, public buildings, parks and recreational facilities, public safety facilities, and other municipal infrastructure; and

WHEREAS, infrastructure projects often require significant financial resources and long-term planning, and establishing dedicated reserves will assist the City in reducing reliance on short-term borrowing, minimizing future tax impacts, and providing greater financial stability and predictability for major capital projects; and

WHEREAS, the City currently maintains a General Fund balance policy intended to preserve adequate working capital and provide resources for unforeseen circumstances; and

WHEREAS, the City desires to establish a separate and dedicated Infrastructure Reserve Fund to receive eligible excess General Fund balances after the City's required General Fund reserves and other financial obligations have been satisfied; and

WHEREAS, the establishment of an Infrastructure Reserve Fund will allow the City Council to dedicate surplus funds to future infrastructure needs while maintaining appropriate operating reserves within the General Fund; and

WHEREAS, the City Council finds that the establishment of such a reserve is in the best financial interests of the City and its residents.

THEREFORE, BE IT RESOLVED, by the Common Council of the City of Waterloo, Wisconsin, as follows:

Section 1. Establishment of Infrastructure Reserve Fund

There is hereby established a dedicated **Infrastructure Reserve Fund** of the City of Waterloo, Wisconsin, which shall be maintained as a separate municipal fund or assigned reserve account as determined appropriate by the City Treasurer-Deputy Clerk and consistent with generally accepted governmental accounting practices and applicable Wisconsin law.

The fund shall be designated for the purpose of accumulating resources for significant, long-term infrastructure projects and capital improvements.

Section 2. Purpose of the Fund

The Infrastructure Reserve Fund may be used for the planning, design, engineering, acquisition, construction, reconstruction, replacement, rehabilitation, repair, or major maintenance of City infrastructure, including but not limited to:

- Streets and roadways;
- Bridges and culverts;
- Sidewalks, trails, and pedestrian facilities;
- Stormwater and drainage infrastructure;
- Municipal buildings and facilities;
- Public safety facilities and related infrastructure;
- Parks and recreational infrastructure;
- Major equipment or infrastructure systems necessary to support municipal operations; and
- Other significant capital infrastructure projects approved by the Common Council.

Routine operating expenses shall not be charged to the Infrastructure Reserve Fund unless specifically authorized by the Common Council as part of an eligible infrastructure project.

Section 3. Funding of the Infrastructure Reserve Fund

Beginning with the City's annual financial review, the City Treasurer-Deputy Clerk shall determine the amount of General Fund balance available for potential transfer after accounting for:

- The City's adopted General Fund fund-balance policy;
- Required working capital;
- Outstanding obligations and encumbrances;
- Budgetary requirements;
- Unanticipated or emergency expenditures;
- Other legally restricted or committed funds; and
- Other financial obligations of the City.

To the extent that the General Fund balance exceeds the City's established target reserve level, the City Council may transfer all or a portion of the eligible excess amount to the Infrastructure Reserve Fund by resolution or other appropriate Council action.

No transfer shall reduce the General Fund below the minimum reserve level established by City policy unless specifically authorized by the Common Council.

Section 4. Annual Review and Potential Transfer

The City Treasurer-Deputy Clerk shall review the General Fund balance following the close of each fiscal year and provide a report to the Finance Committee and Common Council identifying:

1. The total General Fund balance;
2. The amount designated or reserved for operating purposes;
3. The amount available above the City's target General Fund reserve level;
4. The recommended amount, if any, available for transfer to the Infrastructure Reserve Fund; and
5. The current balance and anticipated uses of the Infrastructure Reserve Fund.

Any transfer to the Infrastructure Reserve Fund shall require approval by the Common Council.

Section 5. Use of Infrastructure Reserve Funds

Expenditures from the Infrastructure Reserve Fund shall require approval of the Common Council and shall be limited to eligible infrastructure or capital purposes identified in this Resolution.

The Common Council may authorize the use of funds for a specific project through the annual budget process, a budget amendment, resolution, or other action permitted by applicable law.

Section 6. Relationship to Capital Improvement Planning

The Infrastructure Reserve Fund shall be incorporated into the City's long-range capital improvement planning process.

When preparing or updating the City's Capital Improvement Plan, City staff shall identify anticipated infrastructure projects and may identify the Infrastructure Reserve Fund as a potential funding source.

The existence of funds in the Infrastructure Reserve Fund shall not obligate the City to undertake any particular project.

Section 7. Investment of Funds

Funds held in the Infrastructure Reserve Fund shall be invested in accordance with the City's investment policies and applicable Wisconsin law.

Any interest or investment earnings attributable to the Infrastructure Reserve Fund shall remain in the fund unless otherwise directed by the Common Council.

Section 8. Separate Accounting

The City Treasurer-Deputy Clerk shall maintain appropriate accounting records identifying all revenues, transfers, expenditures, commitments, and balances associated with the Infrastructure Reserve Fund.

The Infrastructure Reserve Fund shall be reported separately or otherwise clearly identified in the City's financial records and annual financial reporting.

Section 9. No Automatic Expenditure Authority

Establishment of the Infrastructure Reserve Fund does not constitute authorization to spend the funds contained therein.

All expenditures shall remain subject to the City's annual budget, applicable budget amendments, purchasing requirements, and approval requirements established by Wisconsin law and City ordinance or policy.

Section 10. Review of Policy

The Common Council shall review the Infrastructure Reserve Fund policy periodically, and at least every five years, to determine whether the funding mechanism, reserve target, eligible uses, and transfer procedures remain appropriate for the City's financial condition and infrastructure needs.

Section 11. Effective Date

This Resolution shall take effect immediately upon its adoption by the Common Council of the City of Waterloo, Wisconsin.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

Ordinance Reference: #2026-10 / 53-11 C & D

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

RESOLUTION #2026-45

EXCESS GENERAL FUND BALANCE INTO THE INFRASTRUCTURE RESERVE

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

WHEREAS, the City of Waterloo has a formal adopted policy to maintain a working capital general fund balance between 25% - 33% of the general fund budget; and

WHEREAS, the City of Waterloo general fund balance may increase annually due to unexpected or increased revenue, reduced or limited spending, or gains from return of investments; and

WHEREAS, the City of Waterloo conducts an annual independent audit of the City's fiscal health; and

WHEREAS, the City of Waterloo must financially prepare for the replacement and maintenance of infrastructure related costs within the City; and

WHEREAS, the City of Waterloo has created an infrastructure Reserve Fund Account to be used for infrastructure related costs:

THEREFORE, BE IT RESOLVED, by the City of Waterloo Common Council, that after the completion of the annual audit, the City of Waterloo shall designate any excess of the general fund balance above the 33%, to be transferred into the Infrastructure Reserve Fund Account and used consistent with the resolution creating that account.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

Ordinance Reference: #2026-09 / 53-12 C (1)

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

ORDINANCE #2026-09

AN ORDINANCE UPDATING FUND DEBT POLICY

53-12 C (1)

C. The City of Waterloo will strive to maintain a balance relationship for financing its capital improvements ~~through annual tax levy for street reconstruction and equipment purchases.~~ through utilization of current revenues and issuance of long-term debt. The City recognizes that access to capital markets over the long term is dependent upon the City's commitment to full and timely repayment of debt.

(1) General guidelines:

(a) The City may issue bonds and notes for purposes of financing its capital improvements, to refund existing debt, or on an emergency basis as approved by the City Council. Capital improvements include projects to acquire, plan, design, construct, improve and equip all or any part of the City's facilities, systems or departments, promote economic development or to secure quality of life improvements.

~~(a)~~ (b)The City of Waterloo shall assess the fiscal impact of the debt prior to issuance.

~~(b)~~ (c) ~~Total general obligation debt for the City of Waterloo should not exceed 3.75% of TID-Out equalized valuation.~~ General obligation debt shall not exceed Wisconsin State statute limits of 5 percent (5%) of equalized valuation. The City should maintain at least 25 percent (25%) of its statutory general obligation debt capacity available at all times, which may be used only in the event of an emergency, as determined by the City Council.

~~(c) Total annual debt service payments on tax supported debt, excluding tax increment finance debt, of the City of Waterloo will not exceed 15% of total general government operating revenues.~~

(d) The City shall not incur debt obligations which have variable interest rates, negative amortization, or other risky attributes.

(e) All tax supported debt obligations shall have a maximum maturity of the earlier of: (i) the estimated useful life of the capital improvements being financed; (ii) twenty years; or (iii) in the event they are being issued to refinancing outstanding debt obligation, the final maturity of the debt obligations being refinanced unless a longer term is recommended by the Finance Committee.

Adopted at the Organizational meeting of the Common Council on 17th of September, 2026.

CITY OF WATERLOO

_____
Jenifer Quimby, Mayor

Attest: _____
Denise Knutson, Interim City Clerk/Treasurer

Date Adopted: _____

Date Published: _____

Resolution #2026-45

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

RESOLUTION # 2026 - 50

A Resolution Authorizing Acceptance and Posting of a Request for Proposals (RFP) for Professional Planning Services to Update the City of Waterloo Comprehensive Plan and Zoning Ordinance

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

WHEREAS, the City of Waterloo recognizes the importance of maintaining an up-to-date Comprehensive Plan and Zoning Ordinance in accordance with Wisconsin Statutes §66.1001; and

WHEREAS, the City of Waterloo has prepared a Request for Proposals (RFP) seeking qualified professional planning consultants to assist in updating the Comprehensive Plan and Zoning Ordinance; and

WHEREAS, the City Council desires to formally authorize acceptance of proposals submitted in response to the RFP; and

WHEREAS,., the City also must make the RFP publicly available so that all qualified firms may access and respond to it.

THEREFORE, BE IT RESOLVED, the City Council of the City of Waterloo, Wisconsin, hereby approves and authorizes the issuance, posting, and acceptance of the Request for Proposals for professional planning services relating to the update of the City's Comprehensive Plan and Zoning Ordinance.

BE IT FURTHER RESOLVED, that City staff, along with designated members of the Council or Plan Commission, are authorized to post the RFP on official City platforms, distribute it to interested parties, receive submitted proposals, evaluate submissions, and provide a recommendation to the Common Council for consultant selection.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

City of Waterloo, Wisconsin

Request for Proposals (RFP)

Comprehensive Plan Update and Zoning Ordinance Modernization

1. Introduction

The City of Waterloo, Wisconsin is soliciting proposals from qualified planning consultants or multidisciplinary teams to prepare an updated Comprehensive Plan compliant with Wisconsin Statutes §66.1001 and, optionally, a zoning ordinance modernization.

The City seeks a modern, data-driven, and highly usable planning framework that reflects current market conditions, community priorities, and best practices in zoning and land use regulation. This RFP emphasizes strong public engagement, clear implementation strategies, and high-quality graphic communication.

2. Project Objectives and Priorities

2.1 Comprehensive Plan Objectives

The consultant shall prepare a Comprehensive Plan that:

- Complies fully with Wisconsin Statutes §66.1001
- Updates demographic, housing, economic, and land use data, forecasts, and growth assumptions
- Identifies future residential, commercial, industrial, and business park growth areas
- Aligns land use, transportation, utilities, and economic development strategies
- Engages the community through a meaningful, transparent, and inclusive public process
- Produces a practical, action-oriented implementation framework suitable for ongoing City use

2.2 Zoning and Ordinance Coordination

If selected, the consultant may also prepare a zoning ordinance modernization strategy that:

- Aligns zoning regulations with the adopted Comprehensive Plan

- Improves predictability and clarity for applicants and staff
- Reduces administrative burden
- Reflects current technology, market conditions, and Wisconsin planning law
- Incorporates graphic-rich and user-friendly standards

3. Scope of Work – Comprehensive Plan

At a minimum, the consultant shall complete the following tasks:

3.1 Project Initiation and Existing Conditions Review

- Project kickoff meeting with City staff
- Review of existing plans, ordinances, policies, and relevant datasets
- Compilation and assessment of baseline demographic, economic, housing, and land use data

3.2 Public Engagement

The City expects an engagement process, which may include:

- Community surveys (digital and/or paper)
- Public workshops and open houses
- Interactive online tools
- Stakeholder and focus group meetings
- Engagement with boards, commissions, and partner agencies

3.3 Statutory Plan Elements

Preparation of all nine required Comprehensive Plan elements, including:

1. Issues and Opportunities
2. Housing
3. Transportation
4. Utilities and Community Facilities
5. Agricultural, Natural, and Cultural Resources

6. Economic Development
7. Intergovernmental Cooperation
8. Land Use
9. Implementation

3.4 Technical Analyses

- Housing analysis, including housing gaps, affordability, and future needs
- Economic Development analysis, including employment trends and market conditions
- Land Use analysis, including:
    - Existing land use inventory
    - Demand projections
    - Growth phasing and development capacity
- Intergovernmental Cooperation assessment

3.5 Drafting and Adoption Support

- Preparation of draft plan materials
- Refinement based on public and staff input
- Support for Plan Commission and Common Council review
- Assistance through final adoption

4. Zoning and Ordinance Review

If included, zoning-related work may consist of:

- Diagnostic review of existing zoning and development regulations
- Identification of inconsistencies with the Comprehensive Plan
- Development of zoning concepts, code outlines, and implementation strategies
- Preparation of graphic-rich ordinance language
- Stakeholder presentations and public review

- Legal coordination to ensure statutory compliance
- Assistance with adoption hearings and presentations

5. Schedule

The consultant shall propose a detailed project schedule. The City anticipates completion of the Comprehensive Plan within XXX months, depending on scope and engagement approach.

6. Mapping and Graphic Standards

Both the Comprehensive Plan and any optional zoning components shall include:

- Professionally produced maps, figures, and graphics
- Materials suitable for print and digital use
- GIS-compatible datasets
- Clear, accessible visual communication for public and decision-makers

7. Implementation Strategy

Each plan shall include a dedicated Implementation Chapter, organized as an action matrix that identifies:

- Specific actions
- Responsible parties
- Timeframes (short-, mid-, and long-term)
- Potential funding sources
- Priority ranking where appropriate

8. Deliverables

At a minimum, deliverables shall include:

- Draft and Final Comprehensive Plan

- Optional Draft and Final zoning materials (if selected)
- Executive summaries
- Public participation documentation
- GIS datasets, shapefiles, and editable map files
- Editable tables, figures, and graphics
- Digital and print-ready formats

All work products shall become the property of the City of Waterloo.

9. Consultant Qualifications

Proposals must demonstrate:

- Experience preparing high-quality Comprehensive Plans of similar scale and complexity
- Demonstrated GIS, data analysis, and graphic design capability (in-house or through partners)
- Ability to manage and document robust public engagement processes
- Knowledge of Wisconsin planning law and local government operations
- Experience coordinating planning and zoning projects is preferred

10. Proposal Submission Requirements

Proposals shall include:

1. Project understanding and approach
2. Proposed scope, schedule, and public engagement strategy
3. Consultant team and roles
4. Relevant example work
5. References
6. Cost proposal (clearly itemized)

11. Evaluation and Scoring

Proposals will be evaluated using the following criteria:

- Cost – 60%
- Qualifications and Experience – 20%
- Community Engagement Plan – 20%

The City reserves the right to reject any or all proposals and is not obligated to select the lowest-cost proposal.

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

RESOLUTION # 2026 – 51

RESOLUTION AUTHORIZING THE USE OF CONTINGENCY FUNDS FOR CITY HALL THERMOSTAT AND DUCT WORK REPLACEMENT

WHEREAS, the City of Waterloo, Wisconsin has identified the need to replace thermostats and perform necessary duct work at Waterloo City Hall; and

WHEREAS, Jensen's Plumbing, Heating, and Air, Inc. has provided a proposal to complete the necessary thermostat and duct work replacement at City Hall in the amount of $5,105.00; and

WHEREAS, the City Council finds that completing this work is necessary to maintain the proper operation, efficiency, and functionality of the City Hall heating and cooling systems; and

WHEREAS, sufficient funds are available within the City's Contingency Fund to cover the cost of the proposed work; and

WHEREAS, the City Council desires to authorize the use of contingency funds for this necessary City Hall improvement.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Waterloo, Wisconsin, that the City is hereby authorized to use funds from the City's Contingency Fund for the replacement of thermostats and necessary duct work at City Hall by Jensen's Plumbing, Heating, and Air, Inc.

BE IT FURTHER RESOLVED, that the total expenditure authorized under this resolution shall not exceed $5,105.00. Any additional work or expenditure exceeding $5,105.00 shall require separate approval by the Common Council.

BE IT FURTHER RESOLVED, that the appropriate City officials are authorized to execute any documents and take any actions necessary to carry out the work authorized by this resolution.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

PROPOSAL

204 W Lake St ,Lake Mills WI 53551
(920) 648-8373
Providing 24/7 Reliable Quality Service

PROPOSAL #	1095232189
DATE	09/10/2026
PROPOSAL CREATED BY	KENNY KENNY@JENSENPH.COM

SERVICE LOCATION	CUSTOMER
CITY OF WATERLOO 136 N Monroe St Waterloo, Wisconsin, 53594-1125 (920) 941-8231 (920) 478-9797, (920) 478-3025 invoices@waterloowi.us	CITY OF WATERLOO Chad Yerges 136 N Monroe St Waterloo, Wisconsin, 53594-1125 (920) 941-8231 (920) 478-9797, (920) 478-3025 invoices@waterloowi.us

PAYMENT TERMS	**50% DOWNPAYMENT, REMAINDER OF BALANCE DUE UPON COMPLETION OF WORK**	**EXPIRATION**	**PROPOSAL PRICING IS GOOD FOR 14 DAYS FROM 08/20/2026**
Please note:	**3% SURCHARGE TO BE ADDED IF USING CARD OR FINANCING Due to unpredictable market conditions and potential impacts from tariffs, this estimate is valid for 14 days from the date issued.**		

ZONING OPTION

Description
ZONING Installation of zone control & dampers to separate the chambers from the office area. Any sheet metal alterations needed will be fabricated. A new ECO-BEE thermostat will be installed in the office. The existing thermostat in the chambers will stay. After completion the system will be properly tested.

CUSTOMER MESSAGE
Thank you for having us out. 3% to be added if using card or financing Signed proposal and down payment are required to schedule. We offer financing please go to jensenpha.com to learn more.

Estimate Total: **$5,105.00**

Terms and Conditions

1. **Permits and Compliance**: The required permits for the project are set forth in the "Description" section of this Proposal. Customer is responsible for obtaining all necessary permits and paying all associated fees and costs, unless otherwise stated in the Description. The project will not begin until all necessary permits have been obtained and proof of the required permits have been provided to Jensen Plumbing, Heating & Air, Inc. ("Jensen").
2. **Project Timeline:** Jensen will consider Jensen's and the customer's schedules when determining a project start date but will use its best efforts to begin the project within ninety (90) days after customer provides it with the downpayment and proof of the required permits. Jensen will complete the project as soon as possible but no later than one year from the date of acceptance by the customer of this proposal ("Acceptance Date"). Upon acceptance by the customer, the proposal becomes an enforceable agreement. If the project is not completed within one year of the Acceptance Date due to customer delays, Jensen will charge the customer a 2% monthly fee based on the "Balance Due" amount to be paid upon completion of the project for the storage of products held.
3. **Material Selection**: Materials used in the project will be specified in this proposal and, if not specified, the assigned technician will select the materials to be used.
4. **Special Order Items**: Special order items are non-refundable and non-returnable. The customer is responsible for full payment of these items at the time of the Acceptance Date. If the project is canceled, the customer will need to pick-up the special-order item within 15 business days, or Jensen will dispose of it.
5. **Scope of Work and Change Orders**: The scope of work is set forth as detailed in this proposal. Any additional work requested by the customer outside the scope of work will be set forth in a written change order signed by the customer, and the change order shall list the additional work, materials, and corresponding charges.
6. **Downpayment**: Customer shall pay to Jensen the down payment according to the payment terms as described in this proposal. Jensen will not order materials or schedule work until the downpayment amount is paid. Customers may choose to pay more than required downpayment of the proposal amount at their discretion. The remaining balance is due upon completion of the work, unless otherwise specified in writing. If, upon customer request, the project is delayed beyond 120 days after the proposed start date, payment terms will convert to progressive billing, requiring payments as work progresses.
7. **Overdue Payments and Enforcement**: All outstanding payments are due at project completion, unless otherwise specified in the proposal or an invoice. All overdue balances will incur monthly interest at the rate of 1.5%. In the event Jensen retains legal counsel to enforce the terms and conditions of the accepted proposal, customer shall reimburse Jensen for the actual attorneys' fees and costs incurred in pursuing such enforcement.
8. **Price Validity**: Due to fluctuations in the prices of materials and other market conditions, all pricing outlined in this proposal is valid for fourteen (14) days after the proposal date. If the signed proposal and downpayment are not received by Jensen within the 14-day period, this proposal is deemed void.
9. **Restocking Fee**: A 30% restocking fee applies to cancellations of non-special order materials if customer cancels 30 days after the Acceptance Date.
10. **Customer-Supplied Materials**: Materials provided by the customer or third parties are not covered under Jensen's warranty.
11. **Lien Rights**: Customer may request lien waivers from Jensen at, or prior to, the time any payment is made under this proposal. As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the onstruction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or pecifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.
12. **Workmanship Guarantee**: Jensen guarantees that all work performed will be in a workmanlike manner.
13. **Business Hours:** All work will be conducted during regular business hours of 7 AM to 4 PM, Monday through Friday (excluding observed Holidays). Additional charges may apply for work performed outside these hours.
14. **Delays**: Jensen is not liable for delays caused by events beyond its control, including strikes, natural disasters, supply chain issues, and supply shortages.
15. **Insurance:** The customer is responsible for maintaining appropriate insurance coverage for their property during the project.
16. **Time and Material Rate**: Time and Material hourly rate is $192, per technician plus any materials used. (Time and Material rates are subject to change without notice) (Example: If concrete is over 4 inches thick or contains re-bar or wire mesh, removal will be billed on a time and material basis.)
17. **Right to Cancel**: JENSEN PLUMBING HEATING AND AIR, INC. RESERVES THE RIGHT TO CANCEL THIS PROPOSAL AT ANYTIME PRIOR TO RECEIPT OF THE ACCEPTED PROPOSAL.
18. **Warranty Limitations and Required Maintenance**: All equipment warranties are provided solely by the manufacturer and are subject to manufacturer terms and maintenance requirements. Jensen does not extend or modify manufacturer warranties.
19. **Non-Warranty Repairs**: Repairs, service calls, parts, labor, or equipment damage resulting from freezing conditions, lack of maintenance, improper maintenance, misuse, neglect, or conditions beyond Jensen's control are excluded from warranty coverage and billed at Jensen's then current time and material rates.
20. **Freeze Damage and Neglect Exclusion**: Damage resulting from freezing conditions, lack of heat, power outages, improper winterization, failure to perform required maintenance, or customer neglect is not covered under the workmanship guarantee or manufacturer warranties. Customer is responsible for proper operation, required maintenance, maintaining adequate heat, and proper winterization at all times, including during periods of vacancy or power interruption.
21. **Access and Site Conditions**: Customer shall provide safe, unobstructed access to all work areas. Jensen is not responsible for delays, additional charges, or damages resulting from unsafe, restricted, or undisclosed site conditions, including pets, hazardous materials, confined spaces, or structural deficiencies.
22. **Duty to Mitigate Damages**: Customer agrees to take reasonable steps to mitigate damage, including shutting off water, power, or fuel supplies and promptly notifying Jensen of system failures or similar problems. Failure to mitigate may result in denial of warranty coverage or additional charges to customer.

ACCEPTANCE OF PROPOSAL

SIGNATURE :

DATE:

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

RESOLUTION # 2026 – 52

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH DRUMLIN FIELDS WATERLOO, LLC, AS TO FORM, AND AUTHORIZING EXECUTION THEREOF

WHEREAS, Drumlin Fields Waterloo LLC (the "Developer") plans to develop a 6.7-acre parcel, Parcel Identification No. 290-0813-0611-006 (the "Development Parcel"), as a 96-unit apartment community (the "Development");

WHEREAS, all of the Development Parcel is located in Tax Incremental District No. 5;

WHEREAS, in accordance with Wis. Stat. § 66.1105 and the Project Plan for Tax Incremental District No. 5, the City may provide certain development incentives to the Developer for the Development;

WHEREAS, the City finds that but for the provisions of development incentives to the Developer, the Development would not be constructed;

WHEREAS, the City and the Developer have negotiated a Development Agreement, which articulates the scope of the Development, the public improvements necessary for the Development, and the development incentives available to the Developer through the generation of tax increment by the Development;

WHEREAS, the Common Council has reviewed the Development Agreement and has determined it is consistent with the Project Plan for the Tax Incremental District No. 5, will result in additional housing units in the City, and is in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Waterloo, resolves as follows:

1. The Common Council approves the Development Agreement with the Developer for the Development as to form. The Development Agreement is attached hereto as Exhibit A and incorporated into this Resolution by reference.

2. The Mayor and City Clerk are authorized to execute this Development Agreement on behalf of the City, upon the insert of any necessary plans, specifications, and engineering documents for the Development and the public improvements thereto, after those plans, specifications, and engineering documents are approved by the City Engineer.

3. The Common Council specifically authorizes the Developer to advise any third-party lender that the Development Agreement attached to this Resolution is approved by the City as to form and will be executed by the Mayor and City Clerk on the City's behalf upon administrative approval and incorporation of any necessary plans, specifications, and engineering documents for the Development or related public improvements.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

Incorporated by Reference:

Exhibit A - Development Agreement between Drumlin Fields Waterloo LLC and the City of Waterloo

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "**Agreement**") is entered into as of the last date of signature below (the "**Effective Date**"), by and between the City of Waterloo, a Wisconsin municipal corporation (the "**City**"), and Drumlin Fields Waterloo LLC, a Wisconsin limited liability company (the "**Developer**").

RECITALS

WHEREAS, the Developer owns real property legally described and depicted in the attached Exhibit A (the "**Development Parcel**") and proposes to develop the Development Parcel as generally described in the attached Exhibit B (the "**Development**"); and

WHEREAS, the Development Parcel is located in the City's Tax Incremental District No. 5 (the "**TID**"), which the City has established to finance costs and provide development incentives within the TID as permitted in accordance with the Wisconsin Tax Increment Law, section 66.1105 of the Wisconsin Statutes, and the Project Plan for the TID; and

WHEREAS, the City finds it appropriate to provide financial assistance to Developer through generation of new tax increment from the Development Parcel for the implementation of the Development in accordance with this Agreement; and

WHEREAS, the City finds the Development and the fulfillment of the terms and conditions of this Agreement are in the best interests of the City and its residents, by among other things expanding the tax base and providing for the creation of new market-rate housing units in the City; and

WHEREAS, the City finds that but for the City's provision of this financial assistance to the Development, the Development would not occur; and

WHEREAS, the City requires a development agreement to facilitate development of the Development.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. Development Requirements.

a. Development. The Developer shall, at its sole expense, construct and complete the Development as set forth in **Exhibit B**. Notwithstanding any provision herein to the contrary, the Development shall be constructed in accordance with all site plans, specifications and conditions as finally approved by the City, which shall be incorporated and made a part of this Agreement as if set forth in full herein.

b. Plan Commission Review. The Developer is advised and acknowledges that the Development is subject to review by the City Common Council and Plan Commission which shall exercise authority pursuant to section 62.23 and Chapter 66 of the Wisconsin Statutes and the City of Waterloo Code of Ordinances. The obligations of the City under this Agreement are specifically conditioned upon the Developer's compliance with all requirements imposed by the Common Council and Plan Commission.

c. Guaranteed Value of Development. The Developer shall construct the Development so that upon completion of the Development, the Development Parcel shall have an equalized value for property tax purposes of at least Sixteen Million Two Hundred Seventy-Two Thousand and No/100 U.S. Dollars ($16,272,000.00) (hereinafter referred to as the "**Required Value**") and be fully completed no later

than April 1, 2028 (hereinafter referred to as the "**Completion Deadline**"). The Development shall be deemed completed upon issuance to the Developer by the City of an occupancy permit for all buildings within the Development. Time is of the essence with respect to the Completion Deadline and the Developer's obligation to achieve the Required Value, subject to the force majeure provisions below.

d. Construction Schedule. No land disturbance or work on the Development Parcel shall begin until such work is approved by the City Engineer and a building permit is issued for the Development by the City. The Developer shall fulfill all requirements to apply for a building permit within one hundred twenty (120) days after the Effective Date. The Developer shall commence construction of the Development within forty-five (45) days after issuance to the Developer of a building permit for the Development. Thereafter, the Developer shall diligently and continuously proceed with construction of the Development in accordance with normal construction practices and in accordance with the plans and specifications approved by the City, such that the Development shall be completed in a single phase by the Completion Deadline.

e. Public Improvements. The Developer shall design, construct, and install all on-site and off-site public improvements necessary to serve the Development, as identified in the site plan approved by the City for the Development and in accordance with plans and specifications approved by the City (the "**Public Improvements**"), as set forth on Exhibit E. All Public Improvements shall be completed no later than the Completion Deadline. Any work which is not completed by the Completion Deadline may be completed by the City at the City's option and charged to the Developer, provided the City shall first give Developer at least ten (10) days written notice and an opportunity to cure its failure to complete the Public Improvements, or if such failure cannot be reasonably cured within said 10-day period then to commence cure and complete cure within a reasonable time thereafter but not to exceed sixty (60) days, subject to force majeure. In the event the Developer fails to pay all such charges within sixty (60) days, the City may place the charges on the tax roll of the Development Parcel as a special charge in accordance with Wis. Stats. § 66.0627. The Public Improvements shall be designed, constructed, and installed by the Developer at the Developer's sole expense. The City shall not be responsible for any costs or charges relating to the Development, the Public Improvements, or this Agreement, except those specifically enumerated and agreed upon in this Agreement or subsequent written, signed agreements between the Developer and the City. The Public Improvements shall be dedicated to the City upon completion.

f. Contractors Engaged by Developer. The Developer shall furnish the City Engineer with the names of all known contractors and subcontractors performing work on the Development and Public Improvements, with the classification of work they will perform, at or before a preconstruction meeting between the Developer and the City, and shall update such information as construction progresses.

g. Public Protection and Safety. During construction of the Development and the Public Improvements, the Developer shall be responsible for all damage, bodily injury, or death arising out of the construction of the Public Improvements whether from maintaining an "attractive nuisance" or otherwise. Where apparent or potential hazards occur incident to its conduct of construction and installation of Public Improvements, the Developer shall provide reasonable safeguards. Construction and installation of Public Improvements shall be under the charge and care of the Developer until all Public Improvements have been accepted by the City. If prior to acceptance, the City is required to take any measure to maintain, protect, or guard any completed Public Improvements that have not yet been accepted by the City, the costs of doing so shall be billed to the Developer.

h. Personal Liability of Public Officials. In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents, or employees, except as otherwise provided by law, it being understood and agreed that in such matters they act as agents and representatives of the City.

2. Costs and Fees.

a. Developer to Reimburse City Administrative Costs. The Developer shall reimburse the City for all City staff, engineering, legal, planning, inspection, and financial consultant costs incurred by the City relating to the creation and continuing and future administration of the TID and this Agreement, the drafting and negotiation of this Agreement and other agreements relating to the Development (the "**City Administrative Costs**"). The City shall bill the Developer monthly for City Administrative Costs, except as noted in Section 3.a.ii. Bills outstanding for more than thirty (30) days shall accrue interest at the rate of 1 and 1/2 percent (1.5%) per month. The City may order the suspension of work on the Development if bills are outstanding for more than sixty (60) days.

3. Development Assistance. In order to induce the Developer to undertake the Development on the Development Parcel, the City shall provide to the Developer the following assistance pursuant to section 66.1105 of the Wisconsin Statutes.

a. Municipal Revenue Obligation. The City shall provide the Developer with a municipal revenue obligation bond (hereinafter referred to as the "Municipal Revenue Obligation"). Upon completion of the Public Improvements in accordance with the terms of this Agreement, an issuance of a certificate of occupancy for all buildings of the Development, the Development Parcel being assessed by the City Assessor at an assessed improvement value for property tax purposes greater than its improvement value as of January 1, 2027, and within forty-five (45) days after Developer's submittal of a written request to the City for issuance of the Municipal Revenue Obligation, the City shall issue a Municipal Revenue Obligation to the Developer as a development incentive. The Municipal Revenue Obligation shall be payable to Developer in annual installments and solely from tax increment, as that term is defined in Wis. Stat. § 66.1105(2)(h)1, generated by the Development as determined by the City in accordance with Wis. Stat. § 66.1105~~,~~ (hereinafter referred to as the "**Excess Tax Increment**"). The Municipal Revenue Obligation shall be in the form incorporated herein as Exhibit C. The City's obligations under this Section shall be subject to the following terms and conditions:

i. The City has no obligation to provide a Municipal Revenue Obligation to Developer unless the Developer has constructed no fewer than ninety-six (96) units of market-rate housing, as described in Exhibit B of this Agreement.

ii. The Municipal Revenue Obligation shall provide for payments to the Developer from the City in an amount equal to seventy-five percent (75%) of the Excess Tax Increment received by the City for each year in which the Development generates Excess Tax Increment; and the remaining twenty-five percent (25%) of the Excess Tax Increment shall be retained by the City. The total cumulative Municipal Revenue Obligation provided by the City as a development incentive to the Developer shall not exceed Two Million Four Hundred Seventy Thousand Seven Hundred Ninety-Five and No/100 U.S. Dollars ($2,470,795.00). Once the City's cumulative twenty-five percent (25%) share of Excess Tax Increment generates an amount in excess of the City Administrative Costs described in Section 2.a, the City Administrative Costs shall be deemed reimbursed from that share of the Excess Tax Increment and the City will no longer bill the Developer for reimbursement of the City's Administrative Costs.

iii. Any payment on the Municipal Revenue Obligation shall be payable solely from and only to the extent that the City has received, as of such Payment Date (as defined below) and after the date of issuance of the Municipal Revenue Obligation, Excess Tax Increment. Any such Excess Tax Increment shall be appropriated by the City Common Council to payment of the Municipal Revenue Obligation until the earlier of full payment of the Municipal Revenue Obligation or the date upon which the TID is required to terminate in accordance with the

Wisconsin Tax Incremental Finance Law (section 66.1105, Wis. Stats.) (hereinafter referred to as the "**TID Closure Date**").

iv. For purposes of the Municipal Revenue Obligation, a "**Payment Date**" shall mean November 1 of each year until the earlier of full payment of the Municipal Revenue Obligation or November 1, 2040, which is the final scheduled Payment Date. On each Payment Date, the City shall make a payment on the Municipal Revenue Obligation. In the event that there is no Excess Tax Increment to make a Municipal Revenue Obligation payment to the Developer in any year, it shall not be a default by the City. The City shall have no further obligations to make payments hereunder or under the Municipal Revenue Obligations after the earlier of full payment of the Municipal Revenue Obligation or November 1, 2040, which is the final scheduled Payment Date.

v. The City covenants and agrees that the portion of the Excess Tax Increment to be paid to the Developer pursuant to section 3.a.ii. above and held by the City as of a given Payment Date shall not be appropriated for any other use or purpose, if not appropriated for the Municipal Revenue Obligation due as of such Payment Date. The City shall not take any unilateral action to close the TID prior to the TID Closure Date unless the Municipal Revenue Obligation has been paid in full to the Developer.

vi. The Developer's lender may require the Developer to execute a collateral assignment of this Agreement. Such assignment shall require the consent of the City, and the City's consent may not be unreasonably withheld, conditioned or delayed.

vii. Neither the Municipal Revenue Obligation nor the Excess Tax Increment shall be used or applied, in whole or in part, to the payment or reimbursement of any real, personal or other property taxes.

viii. The Municipal Revenue Obligation payments shall not be included in the computation of the City's constitutional debt limitation, because the Municipal Revenue Obligation payments are limited and conditional, and no taxes have been or will be levied for its payment or Excess Tax Increment or other taxes pledged to its payment. Nothing in this Agreement shall be deemed to change the nature of City's obligation from a limited and conditional obligation to a general obligation.

ix. The City may withhold any disbursements at any time the Developer is not in compliance with any of its obligations under this Agreement. Any amounts withheld by City shall be paid to the Developer at such time as the Developer has come into full compliance with the applicable obligation.

4. Developer Obligations. In addition to the other obligations set forth in this Agreement, the Developer shall be subject to the following obligations:

a. Taxes. Upon obtaining possession of the Development Parcel, the Developer shall pay when due, all federal, state and local taxes in connection with the Development Parcel. It is understood that the land, improvements and personal property of the Development Parcel shall be subject to property taxes.

b. Compliance with Laws and Codes. The Developer shall construct the Development such that it will conform with all applicable laws, rules, regulations and ordinances, including, without limitation, all building codes and ordinances of the City in effect as of the date of issuance of a certificate of occupancy for the initial construction of the Development.

c. Tax Status of the Development Parcel. The Development Parcel shall be subject to property taxation and shall not be exempt from property taxation, in full or in part. The Developer shall take all reasonable actions to assure that the Development Parcel shall not be exempt from property taxation, in full or in part, except as required by law. The Developer shall not submit any request or application for property tax exemption of the Development Parcel, in full or in part, challenge the status of the Development Parcel as fully subject to property taxation, or seek any ruling by a court or any statutory change that would entitle the Development Parcel to exemption, in full or in part. Nothing herein shall be construed as preventing the Developer from challenging the Development Parcel's assessed value, provided the assessed value is equal to or greater than the Required Value. The Developer shall not knowingly sell, transfer, or assign all or any part of its interest in the Development Parcel, or any portion thereof, to an entity exempt from payment of property taxes under Wisconsin law. The obligations set forth in this Section shall run with the land and be binding upon all successors and assigns, and remain in effect until the TID expires or is terminated, notwithstanding the earlier termination or expiration of this Agreement.

5. Indemnification. The Developer releases from, and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "**Indemnified Parties**") shall not be liable for, and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Development or any environmental condition(s) on, in or under the Development Parcel (including but not limited to the presence or release of any hazardous substance or material) or any investigation, monitoring or remediation performed in connection therewith, provided that the foregoing indemnification shall not be effective for any actions of the Indemnified Parties that are not contemplated by this Agreement or which result from negligent or willful acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth under this Agreement. The obligations within this Section shall survive termination or expiration of this Agreement.

6. Term and Termination. This Agreement shall remain in force until the TID Closure Date, unless earlier terminated by mutual consent or as a result of material breach by either party, provided, however, that termination for breach shall include written notice of the election to so terminate. Notwithstanding anything to the contrary, before either City or Developer may terminate this Agreement for breach by the other party, such party seeking termination shall first give the other party at least ten (10) days written notice to cure such failure, or if such failure cannot be reasonably cured within said 10-day period then to commence cure and complete cure within a reasonable time thereafter not to exceed sixty (60) days.

7. Assignment of Agreement. The Developer may not assign its rights or obligations under this Agreement without the prior consent of the City, not to be unreasonably withheld, conditioned or delayed. Notice of any such assignment shall be provided to the City together with a copy of any assignment agreement.

8. Memorandum; Successors and Assigns. The parties shall execute a memorandum of this Agreement in the form attached hereto as Exhibit D, which shall be recorded in the office of the Register of Deeds for Jefferson County. Until termination of this Agreement, the provisions of this Agreement specifically related to the Development Parcel will run with the land and will be binding upon the Development Parcel and each owner, lessee and mortgagee of all or any of the portions of the Development Parcel and its successors and assigns.

9. Miscellaneous.

a. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by certified mail, postage prepaid, or sent by recognized commercial courier properly addressed as indicated below:

To the City:

City of Waterloo
Attn: City Clerk
136 North Monroe Street
Waterloo, WI 53594

To the Developer:

Drumlin Fields Waterloo LLC
c/o Brew City Capital Group LLC
Attn: Noah Jacobson
12645 W. Burleigh Rd., Suite 27
Brookfield, WI 53005

b. Entire Agreement; Amendment/Modification. This Agreement, together with all recitals and exhibits, all of which are expressly incorporated herein by reference, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, discussions, correspondence, understandings, and representations, whether oral or written, relating thereto. This Agreement may be amended or modified only by a written amendment approved and executed by the parties.

c. No Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or a continuing waiver of the same provision unless stated in a written instrument signed by the waiving party. No waiver of any default shall constitute a waiver of any subsequent default of the same or any other nature.

d. Severability. If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the invalid part, term, or provision was never part of the Agreement.

e. Governing Law/Venue. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any legal action arising out of this Agreement shall be venued in the circuit court for Jefferson County, Wisconsin. The Developer expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Jefferson County Circuit Court lacks jurisdiction.

f. Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against either party because that party's attorney drafted this Agreement or any part hereof.

g. Counterparts. This Agreement may be executed electronically and in one or more counterparts, each of which will be deemed an original.

h. No Third Party Beneficiaries. This Agreement creates rights and obligations only for the parties hereto and their permitted successors and assigns, except as stipulated in this Agreement. This Agreement is not intended to and does not create any right in any third party, not expressly stated herein.

i. No Partnership. Under this Agreement, the City does not, in any way or for any purpose, become a partner, employer, principal, agent, or joint venturer of or with the Developer.

j. Public Records Law. The Developer acknowledges the City is a public entity subject to the Wisconsin Public Records Law, Wis. Stat. §§ 19.31 et seq. The Developer shall reasonably cooperate with the City to facilitate compliance with the Wisconsin Public Records Law, and upon request by the City, provide to the City all documents in its possession or control which are subject to release under such law.

k. Nonwaiver of Governmental Immunity. Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.

l. Force Majeure. Notwithstanding anything to the contrary, if any default or delay occurs which prevents or materially impairs a party's performance and is due to a cause beyond the party's reasonable control, including, but not limited to, any act of any God, flood or other adverse and significant weather condition, fire, explosion, earthquake, casualty, accident, war, revolution, civil commotion, blockade or embargo, labor dispute, supply-chain interruption, injunction, law, proclamation, order, regulation or governmental demand, the affected party shall promptly notify the other party in writing of such cause and shall exercise diligent efforts to resume performance under this Agreement as soon as possible. Neither party shall be liable to the other party for any loss or damage due to such cause. Neither party may terminate this Agreement because of such default or delay.

THE FOLLOWING EXHIBITS ARE ATTACHED AND INCORPORATED HEREIN:

Exhibit A:	Description of the Development Parcel
Exhibit B:	Description of the Development
Exhibit C:	Municipal Revenue Obligation
Exhibit D:	Memorandum of Development Agreement
Exhibit E:	Public Improvements

SIGNATURE PAGES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature below.

CITY:
CITY OF WATERLOO

By:_____ _____

Jenifer Quimby, Mayor Date

ATTEST:

_____ _____

_____, City Clerk Date

State of)
) ss.
County of)

Personally came before me this ____ day of _____, 2026, the above-named Jenifer Quimby and _____, being the Mayor and the City Clerk of the City of Waterloo, Wisconsin, to me known to be the persons who executed the foregoing instrument on behalf of the company and acknowledged the same.

_____
Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER:
DRUMLIN FIELDS WATERLOO LLC
By: Brew City Capital Group LLC
Its: Manager

By:_____ _____

Noah Jacobson, Manager Date

State of _____)
) ss.
County of _____)

Personally came before me this ____ day of _____, 2026, the above-named Noah Jacobson, the Manager of Brew City Capital Group LLC, a Wisconsin limited liability company, being the Manager of Drumlin Fields Waterloo LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument on behalf of the company and acknowledged the same.

_____
Print Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

DRAFTED BY:
Attorney Christopher T. Nelson
AXLEY LLP
2 East Mifflin Street
Madison, Wisconsin 53701-1767

EXHIBIT A

Description of the Development Parcel

Lot 1, Certified Survey Map No. 6081, Recorded in Vol. 35 of Certified Survey Maps, Page 257, as Document No. 1426857, in the City of Waterloo, Jefferson County, Wisconsin.

For Informational Purposes Only: Tax Key No. 290-0813-0611-006

EXHIBIT B
Description of the Development

Drumlin Fields Apartments
Project Description

Drumlin Fields Apartments is a new rental community located at the intersection of N. Monroe Street and W. Clarkson Road in Waterloo, WI.

The project will consist of 96 new construction, garden-style apartments distributed among eight 12-unit buildings. The project site, Parcel #290-0813-0611-006, encompasses 6.7 acres. Apartments include 1-bed, 2-bed, and 3-bedroom residences, ranging in size from 905 to 1,530 square feet. Overall, the 96-unit community will carry a weighted average unit size of 1,211 square feet.

Each apartment will feature private direct-entry (no common areas), a private 1-car attached garage, in-unit washers and dryers, forced air heating/cooling and private patios/balconies. The units will also feature high-quality interior appointments such as luxury vinyl-plank flooring; stainless steel appliances; upgraded cabinets, and premium plumbing and electrical fixtures. Many of the ground floor units will be designed to be fully accessible.

Each building is designed to provide a residential aesthetic that is welcoming yet fresh and current. The buildings' exterior palette consists of high-quality exterior materials, including premium vinyl lap siding, dimensional asphalt shingle roofing, and lp smartside trim.

The site is designed to feature community amenities that include a playground on the southern end of the site, as well as open courtyards with landscaped green space between buildings creating a park-like setting for residents to enjoy.

The development will also include an asphalt-paved parking lot, offering ample surface parking for residents and guests. There will be a Leasing/Manager's Office attached to the southeast building, near the main development entrance and adjacent parking.

Utilities will be separately metered, with tenants responsible for gas, electric, and water services. The landlord will maintain responsibility for exterior lighting. Buildings will be constructed with slab-on-grade foundations and will not include basements.

The development includes eight 12-unit buildings, of which:

- Seven buildings will contain the following unit mix:
  - (4) 3-bedroom / 2-bath residences
  - (4) 2-bedroom / 2-bath residences
  - (4) 1-bedroom / 1-bath residences
- One building will contain the following unit mix:
  - (12) 2-bedroom / 2-bath residences

- Across the development, the total number of each type of residence is as follows:
    - (28) 3-bedroom / 2-bath residences
    - (40) 2-bedroom / 2-bath residences
    - (28) 1-bedroom / 1-bath residences
    - **(96) total residences**

Key features of each residence include:

- 1-car attached garages
- In-unit laundry
- Private patios or balconies
- Private direct entry (no common areas)
- Forced-air heating and A/C via MagicPak or ComfortPak systems
- High quality interior finishes including LVP flooring, stainless steel appliances, upgraded cabinets, and premium plumbing and electrical fixtures
- High quality exterior materials including durable siding

Petitioner Contact Information

Drumlin Fields Waterloo LLC
Jon Schumann & Noah Jacobson
jon@brewcity-capital.com, noah@brewcity-capital.com

Architect Contact Information

KCB Architects
Keith Barnes
keith@kcb-architects.com

Civil Engineer Contact Information

Kapur
Ryan Birschbach
rbirschbach@kapurinc.com

[END]

EXHIBIT C
Municipal Revenue Obligation

CITY OF WATERLOO

TAX INCREMENT DISTRICT NO. 5

MUNICIPAL REVENUE OBLIGATION SERIES (____)

THIS MUNICIPAL REVENUE OBLIGATION (the "Obligation") is issued pursuant to Wis. Stat. § 66.0621 this _____ day of _____, 20__ by the City of Waterloo, Jefferson County, Wisconsin (the "City") to Drumlin Fields Waterloo LLC, a Wisconsin limited liability company, its successors or assigns ("Developer").

WITNESSETH:

1. The City and the Developer have entered into a development agreement in Tax Increment District No. 5, dated _____, 2026 (the "Development Agreement").

2. This Obligation is issued by the City pursuant to the Development Agreement.

3. Terms that are capitalized in this Obligation that are not defined in this Obligation and that are defined in the Development Agreement shall have the meanings assigned to such terms by the Development Agreement.

4. Promise to Pay. The City shall pay to Developer seventy-five percent (75%) of the Excess Tax Increment under the terms and conditions provided in the Development Agreement, less any amounts due to the City from the Developer pursuant to the Development Agreement. The total cumulative payments to the Developer under this Obligation shall not exceed Two Million Four Hundred Seventy Thousand Seven Hundred Ninety-Five and No/100 U.S. Dollars ($2,470,795.00).

5. Limited Obligation of City. This Obligation shall not constitute a charge against the City's general credit or taxing power. The City shall not be subject to any liability hereunder or be deemed to have obligated itself to pay Developer any amounts from any funds except from the Excess Tax Increment, and then only to the extent and in the manner herein specified and in the Development Agreement.

6. Subject to Annual Appropriations. Each payment under this Obligation shall be subject to annual appropriation by the City in accordance with the requirements for revenue obligations and in a manner approved by the City's bond counsel and in accordance with the Development Agreement.

7. Miscellaneous. This Obligation is subject to the laws of the State of Wisconsin governing tax incremental financing and to the Development Agreement.

Dated this _____ day of _____, 20____.

CITY OF WATERLOO

EXHIBIT ONLY – NOT FOR SIGNATURE

By:_____

Jenifer Quimby, Mayor Date

EXHIBIT ONLY – NOT FOR SIGNATURE

By:_____
_____, City Clerk Date

EXHIBIT D
Memorandum of Development Agreement

(Separately Attached)

Document Number	**MEMORANDUM OF DEVELOPMENT AGREEMENT** Document Title	

Recording Area

Drafted by and Return Address:
Michael Best & Friedrich LLP
Attn: Jonathan Luljak, Esq.
790 N. Water Street, STE 2500
Milwaukee, WI 53202

See Exhibit A
Parcel Identification Number(s)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum") is made as of _____, 2026, by and between the CITY OF WATERLOO, a Wisconsin municipal corporation (the "City"), and DRUMLIN FIELDS WATERLOO LLC, a Wisconsin limited liability company (the "Developer").

RECITALS

A. The Developer owns the real property located in the City of Waterloo, Jefferson County, Wisconsin, and legally described on Exhibit A attached to this Memorandum and incorporated herein by reference (the "Development Parcel").

B. The City and the Developer entered into a Development Agreement dated _____, 2026 (the "Development Agreement"), concerning the development of the Development Parcel within the City's Tax Incremental District No. 5.

C. The parties desire to record this Memorandum to provide notice of the Development Agreement and of certain obligations affecting the Development Parcel, without recording the Development Agreement in full.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties state and agree as follows:

1. Development Agreement. The foregoing recitals are incorporated into this Memorandum. The Development Agreement governs the parties' rights and obligations relating to the Development Parcel. This Memorandum is only a summary and is not intended to amend, modify, expand, limit, replace, or supersede the Development Agreement. If this Memorandum conflicts with the Development Agreement, the Development Agreement controls.

2. Development Obligations. The Development Agreement requires the Developer, among other obligations, to construct the development and the associated on-site and off-site public improvements in accordance with plans, specifications, conditions, laws, codes, and approvals applicable under the Development Agreement.

3. Tax Increment Financing Assistance. Subject to the requirements, conditions, limitations, and annual appropriation provisions of the Development Agreement, the City has agreed to issue a municipal revenue obligation payable as set forth in the Development Agreement.

4. Covenants Affecting the Development Parcel. The Development Agreement further provides that the provisions specifically related to the Development Parcel run with the land and bind the Development Parcel and its owners, lessees, mortgagees, successors, and assigns until termination as provided in the Development Agreement.

5. Notices. Notices under the Development Agreement must be delivered as provided in the Development Agreement to the City at City of Waterloo, Attn: City Clerk, 136 North Monroe Street, Waterloo, Wisconsin 53594; and to the Developer at Drumlin Fields Waterloo LLC, 12645 W. Burleigh Road, Suite 27, Brookfield, Wisconsin 53005, or to any replacement address designated in accordance with

the Development Agreement.

6. Counterparts. This Memorandum may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. This Memorandum shall be recorded in the Register of Deeds of Jefferson County, Wisconsin.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the dates set forth below.

CITY:
CITY OF WATERLOO

By: _____ Date: _____
Jenifer Quimby, Mayor

ATTEST:

By: _____ Date: _____
_____, City Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF JEFFERSON)

Personally came before me this ____ day of _____, 2026, the above-named Jenifer Quimby, Mayor, and _____, City Clerk, of the City of Waterloo, to me known to be the persons who executed the foregoing instrument on behalf of the City and acknowledged the same.

_____
Print Name: _____
Notary Public, State of Wisconsin
My commission: expires _____ / is permanent

(Signatures Continue on Next Page)

DEVELOPER:
DRUMLIN FIELDS WATERLOO LLC,
a Wisconsin limited liability company
By: Brew City Capital Group LLC
Its: Manager

By: _____ Date: _____
Name: Noah Jacobson
Title: Manager

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2026, the above-named Noah Jacobson, the Manager of Brew City Capital Group LLC, a Wisconsin limited liability company, being the Manager of Drumlin Fields Waterloo LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument on behalf of the company and acknowledged the same.

_____
Print Name: _____
Notary Public, State of _____
My commission: expires _____ / is permanent

EXHIBIT A
Legal Description of Development Parcel

Lot 1, Certified Survey Map No. 6081, recorded in Volume 35 of Certified Survey Maps, Page 257, as Document No. 1426857, in the City of Waterloo, Jefferson County, Wisconsin.

For Informational Purposes Only: Tax Key No. 290-0813-0611-006

EXHIBIT E
Public Improvements

1. Extend the public sidewalk north along Monroe Street up to W. Clarkson Road.

2. Extend the sanitary sewer north on Monroe Street up to W. Clarkson Road.

[**End**]

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

RESOLUTION # 2026 – 53

RESOLUTION AUTHORIZING A TEMPORARY 10% COMPENSATION INCREASE FOR GABE HABERKORN FOR PERFORMING CITY CLERK DUTIES

WHEREAS, the City of Waterloo, Wisconsin, requires continuity of municipal administrative services and the performance of City Clerk duties; and

WHEREAS, Gabe Haberkorn has performed and is performing additional duties and responsibilities associated with the City Clerk position and related City Clerk functions; and

WHEREAS, the Common Council of the City of Waterloo recognizes the additional responsibilities being undertaken by Gabe Haberkorn in performing these duties; and

WHEREAS, the Common Council desires to provide additional compensation in recognition of the temporary assumption and performance of these City Clerk duties; and

WHEREAS, the Common Council has determined that a temporary 10% increase in compensation is appropriate for the period during which these additional City Clerk duties are being performed; and

WHEREAS, the temporary compensation increase shall be retroactive to August 6, 2026, and shall remain in effect through October 5, 2026, unless otherwise amended by action of the Common Council;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Waterloo, Wisconsin, that Gabe Haberkorn is hereby authorized to receive a temporary 10% increase in compensation in recognition of performing additional City Clerk duties and responsibilities.

BE IT FURTHER RESOLVED, that the 10% temporary compensation increase shall be effective retroactively beginning August 6, 2026, through October 5, 2026.

BE IT FURTHER RESOLVED, that this temporary increase shall apply only to the specified period and shall not be construed as a permanent change to Gabe Haberkorn's regular rate of compensation or employment classification.

BE IT FURTHER RESOLVED, that the City Clerk and appropriate City personnel are authorized and directed to make any necessary payroll adjustments to implement this resolution, including payment of the applicable retroactive compensation from August 6, 2026, forward.

BE IT FINALLY RESOLVED, that this Resolution shall take effect immediately upon adoption.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

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

RESOLUTION # 2026 – 54

RESOLUTION AUTHORIZING PAYOUT OF ACCUMULATED COMPENSATORY TIME FOR PARKS COORDINATOR GABE HABERKORN

WHEREAS, the City of Waterloo employs Gabe Haberkorn as the Parks Coordinator; and

WHEREAS, Gabe Haberkorn has accumulated a total of 80 hours of compensatory time; and

WHEREAS, the City of Waterloo desires to authorize the payout of 60 hours of the accumulated compensatory time to Gabe Haberkorn; and

WHEREAS, following the authorized payout, 20 hours of compensatory time shall remain available to Gabe Haberkorn, subject to applicable City policies and employment regulations; and

WHEREAS, the payout shall be processed through the City's normal payroll procedures and shall be subject to all applicable federal, state, and local withholding requirements;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waterloo, Wisconsin, hereby authorizes the payment of 60 hours of accumulated compensatory time to Gabe Haberkorn, Parks Coordinator, at his applicable regular rate of pay, in accordance with City policy and applicable law.

BE IT FURTHER RESOLVED, that the City Clerk/Treasurer and appropriate City staff are authorized and directed to take all necessary administrative and payroll actions to implement this resolution.

PASSES AND ADOPTED this 17th day of September 2026

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest: _____
Charles Kuhl, Council President

Sponsor(s): Finance, Insurance, & Personnel

CITY OF WATERLOO
COMMON COUNCIL
RESOLUTION 2026-34

A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK REGARDING LEAVE PAYOUTS, FORFEITURES, AND BALANCES UPON SEPARATION FROM EMPLOYMENT, INCLUDING INTRA-MUNICIPAL TRANSITIONS TO RATEPAYER-FUNDED ENTERPRISE ACCOUNTS.

WHEREAS, the City of Waterloo grants certain municipal employees front-loaded annual vacation allotments on January 1st of each calendar year; and

WHEREAS, the Municipal Utility and other enterprise operations of the City are funded independently through dedicated utility ratepayers and user fees, rather than the general tax levy; and

WHEREAS, the Common Council seeks to establish a uniform policy governing leave balances upon separation from employment, including separation for private-sector employment, employment with another public agency, retirement, or transition to a separate ratepayer-funded enterprise account.

NOW, THEREFORE, BE IT RESOLVED, by the City Council, the Employee Handbook is amended to create section 7.20 as follows:

A. Scope and Definition of Separation of Employment

This section applies to all separations from employment with a general municipal department. For purposes of this section, "separation from employment" includes, but is not limited to:

1. Voluntary resignation to accept employment in the private sector or with an outside public agency.
2. Involuntary termination, discharge, or layoff.
3. Retirement.
4. An internal transition, transfer, or hire into a separate municipal enterprise account, board, or commission, including the Municipal Utility, that operates under an independent budgetary, payroll, or ratepayer structure.

B. Proration and Payout of Front-Loaded Leave

Upon separation from employment in good standing, including a voluntary separation with at least fourteen (14) calendar days' written notice, an employee's front-loaded vacation or

Formatted: Font color: Auto
Formatted: Font color: Auto
Formatted: Pattern: Clear (White)
Formatted: Font: Bold, Font color: Auto
Formatted: Font color: Auto
Formatted: Font: Bold, Font color: Auto
Formatted: Font color: Auto
Formatted: Normal

Paid Time Off (PTO) allotment shall be audited and prorated to reflect only the hours earned during that calendar year.

1. **Calculation of Earned Leave:** Earned leave shall be calculated by dividing the total annual front-loaded allotment by twelve (12) and multiplying the result by the number of full calendar months worked in the calendar year through the effective date of separation.
2. **Lump-Sum Payout:** Earned, unused vacation hours shall be paid as a lump-sum amount calculated at the employee's final regular rate of pay and issued on the employee's final paycheck from the separating department.

C. Overuse and Wage Deductions (Clawback)

If an employee separates from employment after using more front-loaded vacation or PTO hours than earned under the proration calculation in Section II, the excess hours shall constitute an advanced wage debt owed to the City.

1. **Mandatory Recovery:** The City is authorized and directed to deduct the gross cash value of the overused leave hours from the employee's final paycheck, to the extent permitted by applicable law, regardless of the employee's destination employment or internal transition status.

D. Absolute Forfeiture of Sick Leave

1. Legislative Findings

- **Insurance, Not Deferred Compensation:** The Common Council declares that sick leave is a conditional health and wellness benefit, and a form of short-term income protection, intended solely to protect employees from loss of income during periods of personal illness or injury. Sick leave is not deferred compensation and does not constitute a vested wage asset earned for services rendered.
- **Enterprise Account Protection:** Because the Municipal Utility and other enterprise operations are funded through independent ratepayer or user-fee structures, transfer of accumulated sick leave liabilities from general tax-funded departments would impose liabilities on ratepayers for costs incurred outside the enterprise account.
- **Fiscal Uniformity Across All Job Types:** To maintain uniform treatment, an employee transitioning internally to a ratepayer-funded utility or enterprise account shall be treated in the same manner as an employee separating for employment with an outside private or public employer. Liquidation or transfer of sick leave upon mid-career separation would create unbudgeted and unfunded liabilities.

2. Forfeiture Rule

Any employee separating from employment, including an employee moving to a utility or separate enterprise account, shall forfeit all accumulated, unused sick leave effective at 11:59 p.m. on the employee's final day in the current position. Forfeited sick leave has no cash value, shall not be paid as a lump-sum amount, and shall not be transferred to or recognized by any receiving utility, enterprise account, or outside employer.

3. Retirement Exception

The forfeiture rule does not apply to an employee who immediately retires under the Wisconsin Retirement System (WRS) and qualifies for any sick-leave-to-health-insurance conversion program authorized under a separate City retirement ordinance or policy.

E. Balance and Accrual Reset for Internal Enterprise Transitions

An employee transitioning from a general municipal department to a ratepayer-funded utility or enterprise account shall be treated as a new hire for leave-benefit purposes.

1. **Leave Balance Reset:** The transitioning employee shall begin employment in the utility or enterprise account with a zero (0) hour balance for all categories of leave.
2. **Accrual Schedule Reset:** The employee's monthly or annual leave accrual rate in the utility or enterprise account shall be established at the introductory "Year 1" level specified in the receiving entity's personnel handbook, unless a different accrual baseline is expressly authorized in writing in the employee's offer letter or employment contract.

F. Administration and Implementation

The City Clerk, Treasurer, Human Resources designee, or other authorized official shall audit applicable leave balances, calculate prorated earned leave, determine any overuse amount, and coordinate any final payout or authorized deduction in accordance with this section.

G. Severability

If any provision of this section is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Adopted this _____ day of _____, 2026.

BY ORDER OF THE CITY COUNCIL

By:_____

Jenifer Quimby, Mayor

ATTEST:

Jeanne Ritter, City Clerk

Date Introduced: Date Adopted:

Formatted: Space After: 0 pt, Line spacing: single

Formatted: Font: Times New Roman, 10 pt

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

ORDINANCE #2026-10

AN ORDINANCE UPDATING FUND DEBT POLICY

§ 53-11. Fund balance policies. [Added 3-15-2007 by Ord. No. 2007-07]

A. Objective. A formally adopted policy will help eliminate ambiguity regarding maintaining appropriate fund balances.

B. Definition. The general fund is the general operating fund of the City of Waterloo. It is used to account for all financial resources except those required to be accounted for in other funds. Undesignated/Unreserved general fund balance is the portion of the general fund not assigned to a defined purpose.

C. Policy. To preserve working capital and to adequately prepare for unforeseen events, which will require ready access to funds, the City of Waterloo requires that the undesignated fund balance shall be between 25% and 33% of the general fund budget. Amounts exceeding 33% shall be transferred to ~~a contingency~~ the Infrastructure Reserve fund. Any expenditure from ~~a contingency~~ the Infrastructure Reserve fund must ~~be for one-time, nonrecurring costs and requires Council action~~ follow the procedure as required under resolution 2026-44 **[Amended 10-4-2007 by Ord. No. 2007-19*, AmendedXX-XX-2026 by Ord No. 2026-10] *this section will be inserted by ecode****

D. Procedure. The City of Waterloo ~~Clerk~~-Treasurer-Deputy Clerk or designee shall annually review the levels of undesignated fund balance to ensure that appropriate levels are maintained and issue a report to the Council.

E. Formula.

Adopted at the Organizational meeting of the Common Council on _____ of _____, 2026.

CITY OF WATERLOO

_____
Jenifer Quimby, Mayor

Attest: _____
Denise Knutson, Interim City Clerk/Treasurer

Date Adopted: _____

Date Published: _____

Resolution #2026-44