



136 North Monroe Street  
Waterloo, Wisconsin 53594-1198

**NOTICE OF A CITY OF WATERLOO  
PLAN COMMISSION MEETING**

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

**MEETING: PLAN COMMISSION**  
**DATE: TUESDAY, April 27, 2021** **TIME: 7:00 p.m.**  
**LOCATION: 136 N. MONROE STREET, MUNICIPAL BUILDING COUNCIL CHAMBERS**

Join Zoom Meeting: <https://us02web.zoom.us/j/81300395808?pwd=cUpuUjBtTGvVZlZreHp6N0drZ2lPZz09>  
Meeting ID: 813 0039 5808 Passcode: 618695  
Dial-in By Phone  
+1 312 626 6799 US (Chicago)  
Meeting ID: 813 0039 5808 Passcode: 618695

to consider the following:

**PUBLIC HEARING – CONDITIONAL USE APPLICATIONS -**

1. CALL TO ORDER
2. PUBLIC HEARING – Conditional Use Application, Chad DeCaluwe, For The Property Located At 662 W. Madison Street, Waterloo. The applicant is requesting a conditional use permit to allow the construction of a 20' X 40' (800 sq. ft.) accessory building addition. A conditional use permit is required for additional garage space of this amount in a residential district. The property is described as follows: Tax Parcel: #290-0813-0712-009. Also known as 662 W. Madison Street
3. ADJOURN PUBLIC HEARING

**PLAN COMMISSION REGULARLY SCHEDULED MEETING**

1. CALL TO ORDER AND ROLL CALL
2. APPROVAL OF MEETING AND PUBLIC HEARING MINUTES: March 23, 2021
3. CITIZEN INPUT
4. COMPLIANCE & ENFORCEMENT REPORT
5. UNFINISHED BUSINESS
  - a. Review And Action On Procedures For Building Permit Applications ([§140-7 Building Inspector](#)) And Future Development Plans ([§380-13 Subdivision Of Land Preapplication](#)) - Checklist Review (*Mayor to request tabling item until April*)
  - b. Review And Action On Comprehensive Plan Update (See [Plan Commission](#) webpage)
6. NEW BUSINESS
  - a. Conditional Use Application, Chad DeCaluwe, For The Property Located At 662 W. Madison Street, Waterloo. The applicant is requesting a conditional use permit to allow the construction of a 20' X 40' (800 sq. ft.) accessory building addition. A conditional use permit is required for additional garage space of this amount in a residential district. The property is described as follows: Tax Parcel: #290-0813-0712-009. Also known as 662 W. Madison Street

- b. Development Agreement Briefing, DeYoung Farm Subdivision (Remainder), City of Waterloo And JGP Land Development LLC

7. FUTURE AGENDA ITEMS & ANNOUNCEMENTS

- a. Zoning Maps & Planning Map Updates & Forms Updates
- b. Treyburn Farms Lot 2 Development, Julie Busche Follow-up To December Presentation

8. ADJOURNMENT

*Mo Hansen*

Mo Hansen, Clerk/Treasurer

Posted, Distributed & Emailed: 04/23/2021

Members: Leisses, Quimby, Petts, Crosby, Reynolds, Lannoy, and Sorenson

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



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**NOTICE OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT UNDER PROVISIONS  
OF CHAPTER §385-10 B (7) OF THE ZONING CODE OF THE CITY OF  
WATERLOO, JEFFERSON COUNTY, WISCONSIN**

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-10 B (7) of the Zoning Code of the City of Waterloo, shall hold a public hearing on the matter of an application for a conditional use permit received from Chad DeCaluwe for the property located at 662 W. Madison Street, Waterloo.

The applicant is requesting a conditional use permit to allow the construction of a 20' X 40' (800 sq. ft.) accessory building addition. A conditional use permit is required for additional garage space of this amount in a residential district.

The property is described as follows:

- Tax Parcel: #290-0813-0712-009
- Legal Description: PCL 2, CSM 217-1-274 DOC NO 706591, City of Waterloo, Jefferson County, WI
- Also known as 662 W. Madison Street

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **7:00 p.m. on Tuesday, April 27, 2021 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, May 6, 2021.

*Morton J. Hansen*

Morton J. Hansen  
City Clerk/Treasurer

Pub: The Courier: April 8, 2021 & April 15, 2021

## **WATERLOO PLAN COMMISSION – Minutes for March 23, 2021**

### **PUBLIC HEARING – CONDITIONAL USE APPLICATION**

1. CALL TO ORDER . Mayor Quimby called the public hearing to order at 7:00 pm. Plan Commissioners attending: Leisses, Crosby, Quimby, Sorenson, Petts, Reynolds and Lannoy. Absent: none. Others attending: Kurt Baumgartner; Maureen Giese; Richard Korth; Matthew Frankey; Richard Nelson; an unidentified woman; Amber Gerber of the Courier; and the Clerk/Treasurer.
2. PUBLIC HEARING – Conditional Use Application, Matthew Frankey, prospective owner of 255 Jefferson Street. H2Owners LLC, a light manufacturing/assembly company producing outdoor specialty products seeks to operate out of the Ground Floor of 255 Jefferson St. It seeks a conditional use to allow for uses similar in character with the permitted uses and the manufacture or treatment of products clearly incidental to the conduct of a retail business on the premises. DISCUSSION: The applicant described the project describing basement assembly work with no saws or industrial equipment. He said a similar operation has been taking place as his current location for 3 years. He described 4 to 5 employees involved. He said he would grow into the rest of the building over time. In reply to a Kurt Baumgartner question, the applicant described noise as minimal with no cutting or sawing of materials.
3. ADJOURN PUBLIC HEARING. Mayor Quimby adjourned the public hearing at approximately 7:03 pm.

### **PLAN COMMISSION REGULARLY SCHEDULED MEETING**

1. CALL TO ORDER AND ROLL CALL. Mayor Quimby called the regularly scheduled meeting to order at 7:04 pm. Plan Commissioners attending: Leisses, Crosby, Quimby, Sorenson, Petts, Reynolds and Lannoy. Absent: none. Others attending: Kurt Baumgartner; Maureen Giese; Richard Korth; Matthew Frankey; Richard Nelson; an unidentified woman; Amber Gerber of the Courier; and the Clerk/Treasurer.
2. APPROVAL OF MEETING AND PUBLIC HEARING MINUTES: 9/16/20, 9/22/20 and 2/26/21. MOTION: Moved by Petts, seconded by Crosby approve the meeting minutes as listed and presented. VOICE VOTE: Motion carried.
3. CITIZEN INPUT. ## Maureen Giese shared a two page handout. She said meeting minutes should be completed sooner than they have been. She listed items should wanted included in the comprehensive plan document. She identified a document typo. ## Don Nell said the map for the DeYoung Farm discussion was obsolete. He asked about the Plan Commission role in a proposed development.
4. COMPLIANCE & ENFORCEMENT REPORT. Noted.
5. UNFINISHED BUSINESS
  - a. Review And Action On Procedures For Building Permit Applications ([§140-7 Building Inspector](#)) And Future Development Plans ([§380-13 Subdivision Of Land Preapplication](#)) - Checklist Review. The Mayor requested the tabling of the item. MOTION: Moved by Petts, seconded by Sorenson to table the item until April. VOICE VOTE: Motion carried.
  - b. Review And Action On Comprehensive Plan. DISCUSSION: The Mayor said she has re-worked the plan. She requested input. Petts said she liked the format. The Mayor noted charts were to be yet updated. Don Nell asked for an editable version. Nell said an overall theme was absent. Lannoy said the grocery store could be considered a major employer, the school also. MOTION: Moved by Crosby, seconded by Petts to review again in April prior to a Council recommendation. VOICE VOTE: Motion carried.
6. NEW BUSINESS
  - a. Conditional Use Application, Matthew Frankey, prospective owner of 255 Jefferson Street. H2Owners LLC, a light manufacturing/assembly company producing outdoor specialty products seeks to operate out of the Ground Floor of 255 Jefferson St. It seeks a conditional use to allow for uses similar in character with the permitted uses and the manufacture or treatment of products clearly incidental to the conduct of a retail business on the premises. MOTION: Moved by Petts, seconded by Lannoy to recommend approval to the City Council. VOICE VOTE: Motion carried.
  - b. Development Agreement Briefing, DeYoung Farm Subdivision (Remainder), City of Waterloo And JGP

Land Development LLC. DISCUSSION: The Mayor briefed Commissioners on the status of negotiations. Sorenson said he and Chad Yerges had questions. Referencing Yerges' items of concern, Sorenson mentioned the bike path plan and the fence along the preserve. Sorenson objected to PVC for the public water service. Leisses agreed. Sorenson said the standard was ductile iron and copper for laterals. Leisses asked for an opportunity to review and comment.

7. FUTURE AGENDA ITEMS & ANNOUNCEMENTS

- a. Zoning Maps & Planning Map Updates & Forms Updates. Noted.
- b. Treyburn Farms Lot 2 Development, Julie Busche Follow-up To December Presentation. Noted.

8. ADJOURNMENT. MOTION: Moved by Leisses, seconded by Petts to adjourn. Approximate time: 8:00 p.m.



Mo Hansen, Clerk/Treasurer

Report To The Plan Commission  
Open Code Enforcement Challenges  
Clerk/Treasurer

Category		Municipal						
Column1	Open Date	Closed Date	Address	Responsible Party	Lead	Desired Outcome	Link To Ord.	Notes
OPEN Neighbor complaints	Jan-15		362 E. Madison St.	Jeremy Uttech	DPW	Property owner maintaining clean property; no dangerous work garage	<a href="#">§219-5 Safe and sanitary maintenance of property</a>	Continue to watch. A residential property formerly zoned commercial; owner has a history of storing scrap on site and selling items on lawn. Repeated combustion incidents in garage.
OPEN Code compliance	Jan-16		129 N Monroe St	Keri Sellnow	SAFEBUILT	Complete 1st floor build-out to code per conditional use	<a href="#">§140-19 Violations and penalties</a>	C.B. to schedule. Owner granted conditional use to reside on a portion of 1st floor; has not complied with building code with shared commercial & residential floor
OPEN Code compliance	Jan-16		213 West Madison St	Bill Hart	TBD	Use in compliance with zoning code	<a href="#">§385-12 C-1 General Commercial District</a>	J.Q. to address. Use changed from printing to warehousing, no conditional use granted therefore an illegal use
OPEN Neighbor complaints	Jun-17		136 Jefferson Street	Jon & Tara Driver	DPW	Appropriate use of sump pump not creating potential pedestrian slip hazard	<a href="#">§283-8 Clear waters</a>	Remedy linked to when road is redone. Discharge of sump pump to curb line doesn't flow to storm sewer creating pedestrian walk hazard near elementary school
OPEN Neighbor complaints	Jun-17		135 Jefferson St	Corey Besl	DPW	Developer dredging of silted ponds per development agreement	<a href="#">§283-8 Clear waters</a>	Remedy linked to when road is redone.. Discharge of sump pump to curb line doesn't flow to storm sewer creating pedestrian walk hazard near elementary school
OPEN Property Maintenance	Jun-17		275 S. Jackson St	Tired Iron Buyer LLC	SAFEBUILT	Property owner investment in warehouse repairs after sale of property from City to property owners <u>and no blight</u>	<a href="#">§219-5 Safe and sanitary maintenance of property</a>	Door repaired wall repair in progress; 11/6 neighbor files complaint of trash, property owner contacted, property owner replies matter being addressed

Report To The Plan Commission  
Open Code Enforcement Challenges  
Clerk/Treasurer

**Municipal**

Category			Address	Responsible Party	Lead	Desired Outcome	Link To Ord.	Notes
OPEN Property maintenance	Sep-19		1085 Jaystone Terr	KSA Waterloo LLC; Ben Waterloo LLCLS DR	SAFEBUILT	Resident complaint: entry threshold prevents wheel chairs and dryer vent may be fire hazarded; 9/3 Routed to Chris B to inspect	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	
OPEN Property Maintenance	Jun-20		261 S MONROE ST	ANDREW V GRUNEWALD	SAFEBUILT	No blighting conditions	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	Follow-up pending
OPEN Property Maintenance	May-20		208 PORTLAND RD	GORDON D YELK & DEBRA A YELK	SAFEBUILT	Remedy collapses garage. No blighting conditions	<a href="#">§ 219-5 Safe and sanitary maintenance of property</a>	Follow-up pending



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## CONDITIONAL USE PERMIT CHECKLIST

- Applications for conditional use permits shall be made to the Building Inspector on forms furnished by the Inspector and/or the Clerk's Office and shall include the following:
- (1) Name and address of the applicant, owner of the site, architect, professional engineer, contractor.
  - (2) Description of the subject site by lot, block and recorded subdivision, or by metes and bounds; address of the subject site; type of structure; proposed operation or use of the structure or site; number of employees, if any; and the zoning district within which the subject site lies.
  - (3) Site plan showing the location of any buildings and all proposed provisions for off-street parking and loading.
  - (4) Additional information as may be required by the Plan Commission, the Director of Public Works and the Building Inspector.
  - (5) Fees as stated in the Waterloo Fee Schedule. \$285.00 (payable to: City of Waterloo)
- Notice of such application and the subsequent hearing thereon before the Plan Commission shall be published by the Clerk/Treasurer's office as a Class 1 notice.
- Appearances at hearings. Either the applicant or his agent or attorney shall attend the public hearing of the Plan Commission at which such application is to be considered unless such attendance has been excused by the Plan Commission.
- Review and approval. The Plan Commission shall review the site, existing and proposed structures, architectural plans, neighboring uses, parking areas, driveway locations, highway access, traffic generation and circulation, drainage, sewage and water systems and the proposed operation. The Plan Commission shall hold a hearing and thereafter shall recommend approval, denial or conditional approval to the Council. The Council shall accept, reject or modify the Plan Commission's recommendations.
- Issuance of permit. If such permit is issued, the Council may attach conditions thereto such as, but not limited to, landscaping, architectural design, type of construction, construction commencement and completion dates, hours of operation, traffic circulation or parking requirements, highway access restrictions, or increased yards.





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**APPLICATION FOR CONDITIONAL USE PERMIT**  
(Review and Action by City Plan Commission/Common Council)

Number: \_\_\_\_\_ Date Filed: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

Location of Property: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Owner of Property: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Architect or Professional Engineer: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Legal Description of Property: \_\_\_\_\_

Land Parcel Size: \_\_\_\_\_ Present Use: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Type of Existing Structure (if any): \_\_\_\_\_

Proposed Use of the Structure or Site: \_\_\_\_\_ Number of Employees: \_\_\_\_\_

**Terms of Municipal Code**

**Conditional Use Requested**

Specify Reason(s) for Application: (for example, insufficient lot area, setback, etc.)

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**ATTACH THE FOLLOWING:**

Site Plan showing the area involved, its location, dimensions, elevations, drainage, parking, etc., and location of adjacent structures within 200 feet.

Date: \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

# CITY OF WATERLOO

A GREEN AND HEALTHY COMMUNITY

## COMPREHENSIVE PLAN

### 2021-2026 Plan Update





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

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

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

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

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

## The City Of Waterloo

### A Green and Healthy Community

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

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

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

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

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

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

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

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

## City of Waterloo Goals:

### Agricultural Resources:

*Respect the agricultural character of the community.*

### Natural Resources:

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

### Cultural Resources:

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

### Land Use:

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

### Transportation:

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

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

### Utilities and Community Facilities:

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

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

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

### Housing and Neighborhood Development:

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

### Economic Development:

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

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

### Intergovernmental Cooperation:

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

## 5 Year Priorities

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

### 1) Economic Development

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

### 2) Land Use/Neighborhood Developments

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

### 3) Utilities & Community Facilities

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

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

### Community needs:

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

### Key planning issues:

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

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

### Supporting Information

Figure 1: Population

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

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

## Goal #1: Economic Development

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

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

### Supporting Information

Figure 2: Downtown 1st Floor Occupancy Rates Over Time

#### DOWNTOWN 1ST FLOOR OCCUPANCY RATES OVER TIME

As Of	1st Fl. Commercial (Cnt)	Vacant (Cnt)	Occupied (Cnt)	Occupancy %	Vacancy %
1/29/2021	45	9	36	80%	20%
3/23/2018	45	10	35	78%	22%
9/15/2016	45	12	33	73%	27%

Figure 3: Major Employers Over Time

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

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

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

- Minimize land use conflicts where family homes abut industrial properties, primarily along Hwy 19 & 89 and the rail corridor, through thoughtful planning, implementation, and strategic redevelopment
- Plan for adequate amount of land to accommodate a variety of uses; residential, industrial, commercial and community facilities
- Direct new development to surrounding existing development
- Utilize existing infrastructure and utilities wherever practical
- Require all new development in the city to connect to sanitary sewer and public water systems, discourage development outside city limits until services are available
- Promote walkability, road, paths, sidewalks, parks, and trail connections between existing and new development
- Provide sidewalks or walking paths along all streets throughout the neighborhood; add where absent to address safety needs
- Downtown; increase access to the Maunsha River by promoting more rear building and yard uses and entries, capturing small open space connections, and promoting rear façade rehabilitation
- Avoid rezoning any area designated for General Industrial development until public sanitary sewer and water service is available, and a specific development proposal is offered, or the city approves a business/industrial park layout and/or covenants
- Consider reserving future sites for public facilities by identifying these areas on an official map
- Encourage a blend of housing options, including waterfront condominium developments
- Encourage tree planting along new streets

### Supporting Information

**Figure 4: Building Permits Issued (1995-2019)**

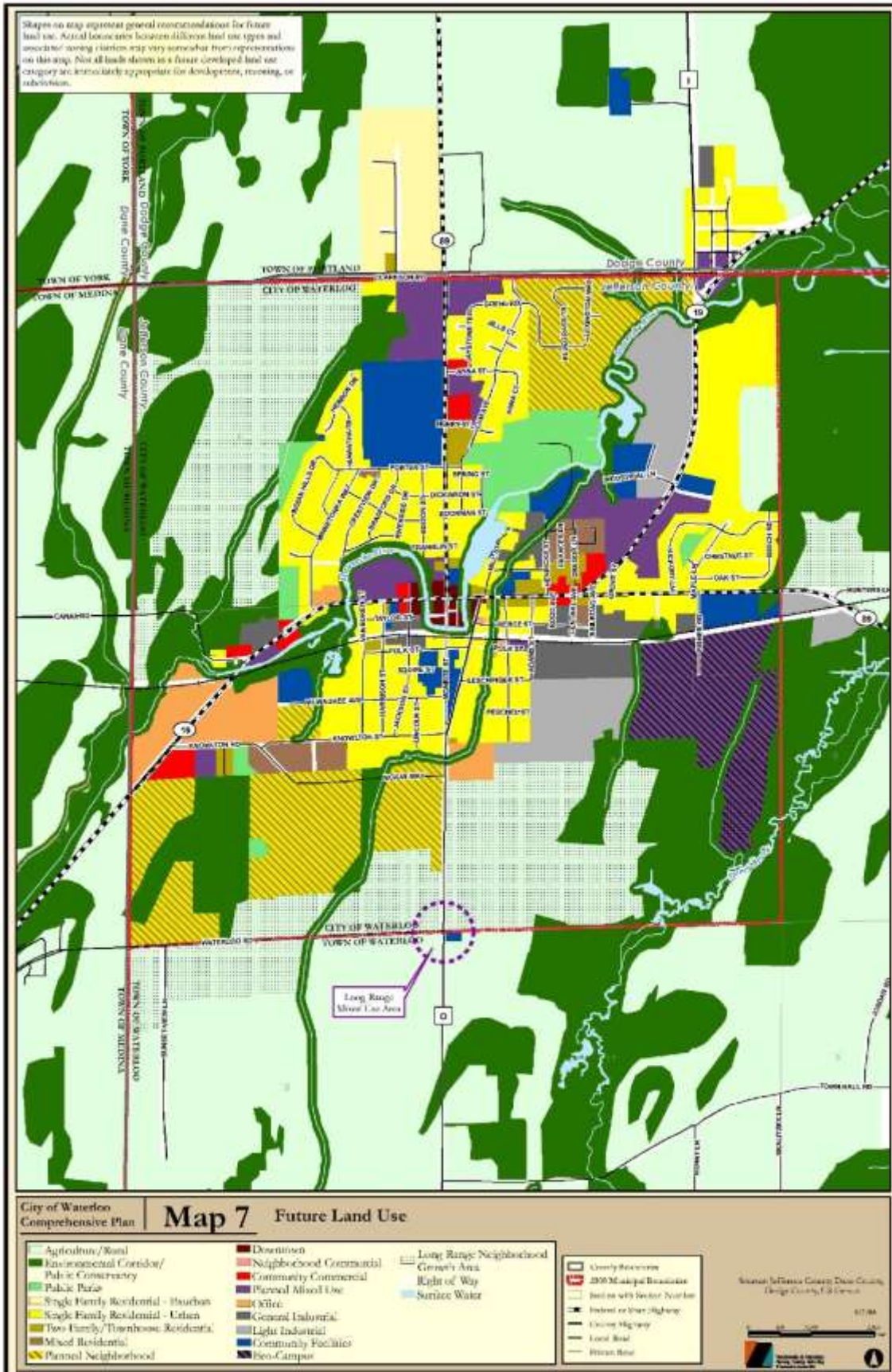
Type	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Total
Single Family Homes	29	18	15	10	2	7	15	7	9	6	3	7	2	3	2	5	2	1	2	3	0	1	2	2	3	156
Duplexes	2	2	2	2	0	1	1	3	1	0	2	1	1	2	0	0	0	0	0	0	0	0	0	0	0	20
Multi-Family	0	0	2	4	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1	0	0	0	0	10
Community Based Residential Facilities	1	1	1	0	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	6
Commercial	3	1	0	0	1	1	1	1	1	1	0	3	0	1	0	0	0	0	0	0	2	0	0	2	0	18

**Figure 5: Housing Types**

	1990 Units	1990%	2000 Units	2000%	2010 Units	2010%	2019 ACS estimat	2019 % Est.
Single Family (detached & attached)	686	66.50%	861	66.50%	911	61.00%	979	65%
Multi-Family	267	25.90%	338	26.10%	397	27%	424	28%
Mobile Home	78	7.60%	96	7.40%	180	12%	111	7%
Totals	1031	100.00%	1295	100.00%	1488	100.00%	1514	100%
<i>*2010 US Selected Housing Characteristics</i>								



Figure 6: Future Land Use Map



## Goal #3: Utilities and Community Facilities

### Goals (Reference 2008 Plan Chapter 8)

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

### Supporting Information

Figure 7: Utilities and Community Facilities Timetable

Utility/Facility	Timetable	Comments
Solid Waste & Recycling Services	Ongoing	Consider waste reduction education programs and promote recycling as a way to advance the City’s goal of becoming a <i>Green and Healthy</i> community.
Stormwater Management	Ongoing	Continue to explore options for better city-wide management of stormwater infiltration into sanitary sewer lines for the purposes of managing peak flows within treatment plant capacity.
Police Station	Ongoing	Continue annual squad car replacement program. Update equipment (e.g. radios, computers) as needed
Medical Facilities	Ongoing	Continue to cooperate with the private sector in providing these essential services.
Sanitary Sewer Service On-Site Wastewater Treatment (Septic) Systems	Ongoing	Continue program of replacement and enhancement of utility lines with street reconstruction projects. Explore options for better city-wide management of stormwater infiltration into sanitary sewer lines for the purposes of managing peak flows within treatment plant capacity. Explore transferring management of the stormwater conveyance and treatment system from the City’s Public Works Department to the Utility District.”
Sanitary Sewer Service On-Site Wastewater	Ongoing	Ensure the proper ongoing maintenance of existing on-site wastewater treatment systems in the City, do not allow additional systems for new development in the City.
Water	Ongoing	Work to close loops in water mains. Continue program of replacement and enhancement of utility lines with street reconstruction projects.
Water	To Be Determined	Pursue the construction of a new water tower, likely on the existing site.
City Hall	--	City Hall facilities are expected to be sufficient through the planning period. Roof replaced in 2020.
Public Works, Police Station & Fire Department	--	Facilities are expected to be sufficient for planning period. Update equipment and vehicles using a multi-year planning approach

Library	--	Facilities are expected to be sufficient for planning period with possible drive-up service addition.
Schools	--	2020 Renovations completed
Park & Recreation Facilities	--	See Parks Comprehensive Outdoor Recreation Plan

### **Goal #4: Implementation And Follow-up**

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

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

### **Appendix. Additional Information**

**Supplemental Tables:**

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

**PRIOR YEARS ACCOMPLISHMENTS**

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

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

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

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

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

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

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

# APPLICATION FOR CONDITIONAL USE PERMIT CU

TO: JEFFERSON COUNTY PLANNING AND ZONING COMMITTEE  
A CONDITIONAL USE PERMIT, AS AUTHORIZED BY SECTION \_\_\_\_\_, JEFFERSON COUNTY ZONING ORDINANCE, IS HEREBY REQUESTED FOR THE FOLLOWING USE:

## PROPERTY OWNER

Name Chad DeCaluwe Address 662 W. Madison Waterloo WI 53594  
Street City St. Zip  
Phone Number 920-253-1463 E-Mail Address praisegodforjesus@yahoo.com

## PROPERTY DESCRIPTION

Tax Parcel/  
PIN Number \_\_\_\_\_ Property Address 662 W. Madison  
Subdivision \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ CSM # \_\_\_\_\_ Vol. \_\_\_\_\_ Page \_\_\_\_\_  
Parcel Size \_\_\_\_\_ Zoning District \_\_\_\_\_  
Present Use \_\_\_\_\_ Proposed Use \_\_\_\_\_

PLEASE ATTACH THE FOLLOWING WITH YOUR COMPLETED APPLICATION FORM. Failure to submit a completed application that includes the below-mentioned items could delay scheduling your request for the next public hearing. All pages including plot plan to be no larger than 11"x 17".

- 1. Plot plan
- 2. Reasons for application
- 3. Explanation of type of use proposed
- 4. Explanation of proposed operation
- 5. Structures needed (new and/or existing)
- 6. Explanation of any needed land modifications
- 7. Town Board decision
- 8. Other pertinent information such as signs proposed, parking areas, hours of operation, etc.

*\$285.00*  
NONREFUNDABLE HEARING FEE OF \$250 MUST ACCOMPANY PETITION. SUBMIT COMPLETE APPLICATION AND FEE TO JEFFERSON COUNTY ZONING DEPARTMENT, COURTHOUSE ROOM 201, 311 S. CENTER AVE., JEFFERSON, WI 53549

PETITIONERS/OWNERS UNDERSTAND THAT NOTICE OF PUBLIC HEARING WILL BE SENT TO THEM, TO TOWNSHIP OFFICIALS, COUNTY BOARD SUPERVISOR FOR THE AREA OF THE PROPOSED CONDITIONAL USE, AND PROPERTY OWNERS ACCORDING TO SEC. 11.15 OF THE ZONING ORDINANCE.

AS PETITIONER/OWNER, I UNDERSTAND THAT I MUST CONTACT TOWNSHIP OFFICIALS AND ATTEND A TOWN BOARD/TOWN PLAN COMMISSION MEETING ON THIS MATTER PRIOR TO THE COUNTY'S PUBLIC HEARING; I UNDERSTAND THAT I MUST ALSO ATTEND THE COUNTY'S PUBLIC HEARING OR SEND AN AGENT TO REPRESENT ME.

Chad DeCaluwe 3-2-21  
(Signature of OWNER) (Date)

(Address, if Different From Above)

(Signature of PETITIONER) (Date)

(Address, if Different From Above)

*Receipt # 035585  
CAK \$285*

County Board Supervisor \_\_\_\_\_  
Extraterritorial \_\_\_\_\_  
Mailed to Town \_\_\_\_\_



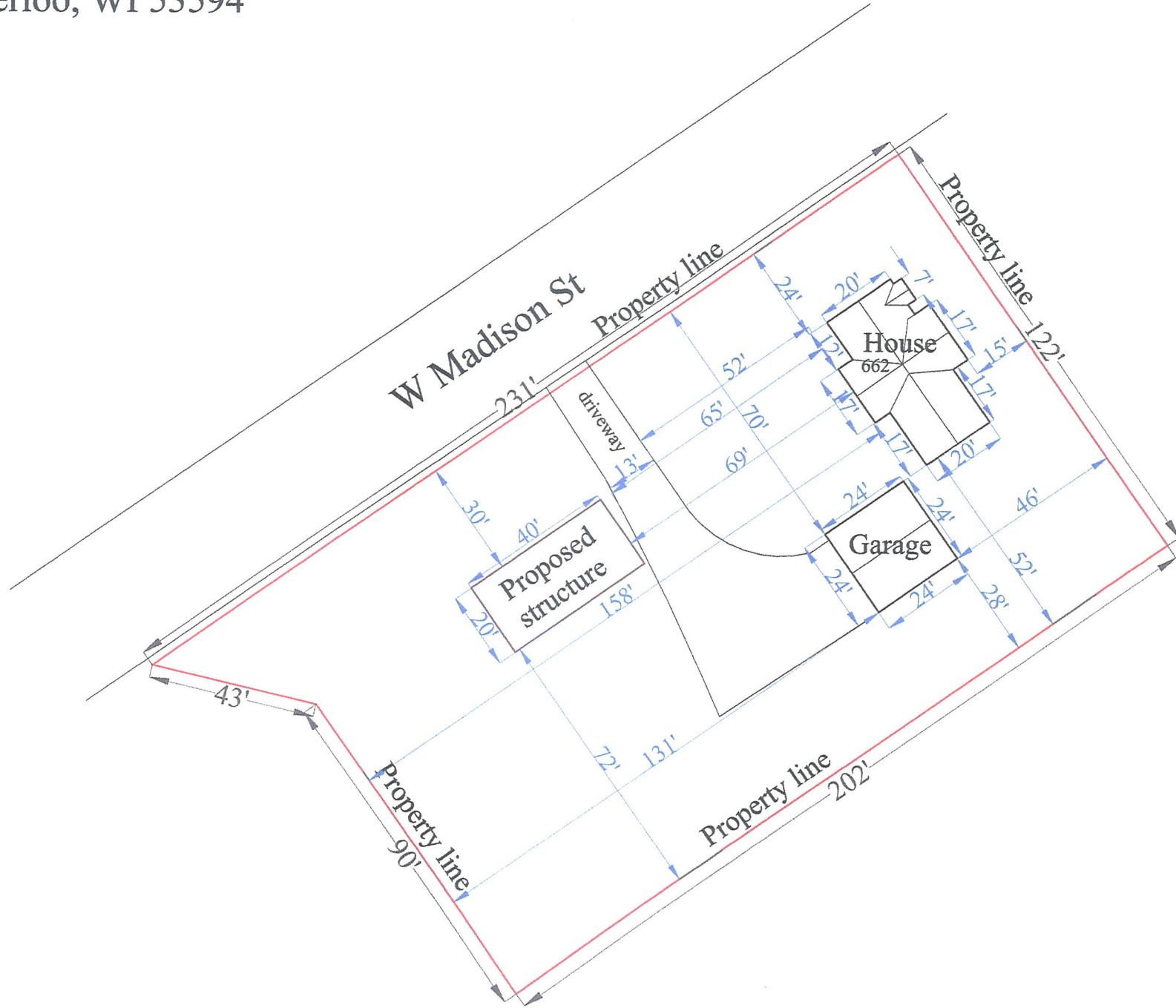
# SITE PLAN

Address: 662 W Madison St

City, State, ZIP: Waterloo, WI 53594

County: USA

Scale 1":20'



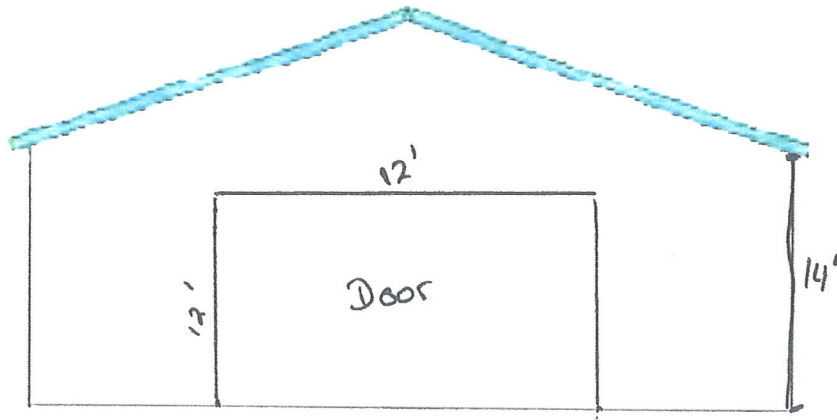
3-2-21

- 1) included
- 2) To add another garage
- 3) I want more space to store and work on my stuff, i.e. tractor, motorcycle, and cars,
- 4) N-A
- 5) 20 x 40 new metal building
- 6) grading, gravel, and cement
- 7) N-A
- 8) N-A

<b>608-688-0997</b> <b>SAFEbuilt.</b>	<b>WI UNIFORM PERMIT APPLICATION</b> <b>madisoninspections@safebuilt.com</b> <i>Inspections need to be called in by 4 pm for next business day inspections.</i>	PERMIT NO. _____ TAXKEY# _____																					
<b>ISSUING MUNICIPALITY</b> OF <u>Waterloo</u> COUNTY: <u>Jefferson</u>	<input type="checkbox"/> TOWN <input type="checkbox"/> VILLAGE <input checked="" type="checkbox"/> CITY <b>PROJECT LOCATION</b> (Building Address) <u>662 W. Madison St</u>	<u>additional garage</u> <input checked="" type="checkbox"/> COMMERCIAL <input type="checkbox"/> ONE & TWO FAMILY																					
<b>PROJECT DESCRIPTION</b>																							
Owner's Name <u>Chad DeCaluwe</u> Mailing Address - Include City & Zip <u>662 W. Madison St Waterloo WI.</u> Telephone - Include Area Code <u>920-253-1463</u>																							
Construction Contractor (DC Lic.No.) _____    Mailing Address - Include City & Zip _____    Telephone - Include Area Code _____																							
Dwelling Contractor Qualifier (DCQ Lic.No.) _____    Dwelling Contractor Qualifier shall be an owner, CEO, COB, or employee of Dwelling Contractor    Telephone - Include Area Code _____																							
Plumbing Contractor (Lic.No.) _____    Mailing Address - Include City & Zip _____    Telephone - Include Area Code _____																							
Electrical Contractor (Lic.No.) _____    Mailing Address - Include City & Zip _____    Telephone - Include Area Code _____																							
HVAC Contractor (Lic.No.) _____    Mailing Address - Include City & Zip _____    Telephone - Include Area Code _____																							
<b>PROJECT INFORMATION</b>		Subdivision Name _____    Lot No. _____    Block No. _____																					
Zoning District _____	Lot Area _____ Sq. Ft.	N.S.E.W. _____    Front _____ Ft.    Rear _____ Ft. Left _____ Ft.    Right _____ Ft.																					
<b>1a. PROJECT</b>	<b>3. TYPE</b>	<b>6. STORIES</b>																					
<input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Raze <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input type="checkbox"/> Other _____	<input type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi <input type="checkbox"/> Commercial	<input type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other _____																					
<b>1b. GARAGE</b>	<b>4. CONST. TYPE</b>	<b>9. HVAC EQUIPMENT</b>																					
<input type="checkbox"/> Attached <input checked="" type="checkbox"/> Detached	<input type="checkbox"/> Site Constructed <input type="checkbox"/> Mfd. UDC <input type="checkbox"/> Mfd. HUD	<input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Baseboard or Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Other _____																					
<b>2. AREA</b>	<b>5. ELECTRICAL</b>	<b>7. FOUNDATION</b>																					
Basement _____ Sq. Ft. Living Area _____ Sq. Ft. Garage <u>800</u> Sq. Ft. Other _____ Sq. Ft. TOTAL _____	Entrance Panel Size: _____ amp Service: _____ New _____ Rewire _____ Phase _____ Volts _____ Underground _____ Overhead Power Company: _____	<input checked="" type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> ICF <input type="checkbox"/> Other _____																					
	<b>8. USE</b>	<b>10. PLUMBING</b>																					
	<input type="checkbox"/> Seasonal <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Other _____	Sewer <input type="checkbox"/> Municipal <input type="checkbox"/> Septic No. _____																					
		<b>11. WATER</b>																					
		<input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well																					
<b>12. ENERGY SOURCE</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>Fuel</td> <td>Nat. Gas</td> <td>L.P.</td> <td>Oil</td> <td>Elec. *</td> <td>Solid</td> <td>Solar</td> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> * <input type="checkbox"/> Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.			Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar	Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar																	
Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
<b>13. HEAT LOSS (Calculated)</b> Total _____ BTU/HR																							
<b>14. ESTIMATED COST</b> \$ <u>20,000</u>																							
I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the Notice to Permit Applicants form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the Notice to Permit Applicants form. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.																							
<input checked="" type="checkbox"/> I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the Notice to Permit Applicants form.																							
APPLICANT (PRINT): <u>Chad DeCaluwe</u> SIGN: <u>Chad DeCaluwe</u> DATE: <u>3-2-21</u>																							
<b>APPROVAL CONDITIONS</b> This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State & Local Building and Zoning codes.																							
<b>INSPECTIONS NEEDED</b> Building <input type="checkbox"/> Footing <input type="checkbox"/> Foundation <input type="checkbox"/> Rough <input type="checkbox"/> Insulation <input type="checkbox"/> Bsmt. Fl. <input type="checkbox"/> Final Electric <input type="checkbox"/> Rough <input type="checkbox"/> Service <input type="checkbox"/> Final    Plumbing <input type="checkbox"/> Rough <input type="checkbox"/> Underfloor <input type="checkbox"/> Final    HVAC <input type="checkbox"/> Rough <input type="checkbox"/> Final																							
<b>FEES:</b>	<b>PERMIT(S) ISSUED</b>	SEAL NO. _____    Municipality No. _____																					
Building Fee _____ Zoning Fee _____ WI Seal _____ Electric Fee _____ Plumbing Fee _____ HVAC Fee _____ Adm. Fee _____ Other _____ Total _____ \$ 0.00	Bldg. # At top of form _____ Zoning # _____ Elec. # _____ Plmb. # _____ HVAC # _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><b>RECEIPT</b></td> <td style="text-align: center;"><b>PERMIT EXPIRATION:</b></td> <td style="text-align: center;"><b>PERMIT ISSUED BY MUNICIPAL AGENT:</b></td> </tr> <tr> <td>           CK # _____            Amount \$ _____            Date _____            From _____            Rec By. _____         </td> <td>           Permit expires two years from date issued unless municipal ordinance is more restrictive.         </td> <td>           Name _____            Date _____            Certification No. _____         </td> </tr> </table>	<b>RECEIPT</b>	<b>PERMIT EXPIRATION:</b>	<b>PERMIT ISSUED BY MUNICIPAL AGENT:</b>	CK # _____ Amount \$ _____ Date _____ From _____ Rec By. _____	Permit expires two years from date issued unless municipal ordinance is more restrictive.	Name _____ Date _____ Certification No. _____															
<b>RECEIPT</b>	<b>PERMIT EXPIRATION:</b>	<b>PERMIT ISSUED BY MUNICIPAL AGENT:</b>																					
CK # _____ Amount \$ _____ Date _____ From _____ Rec By. _____	Permit expires two years from date issued unless municipal ordinance is more restrictive.	Name _____ Date _____ Certification No. _____																					

# DOOR & WINDOW PLACEMENT

## FRONT

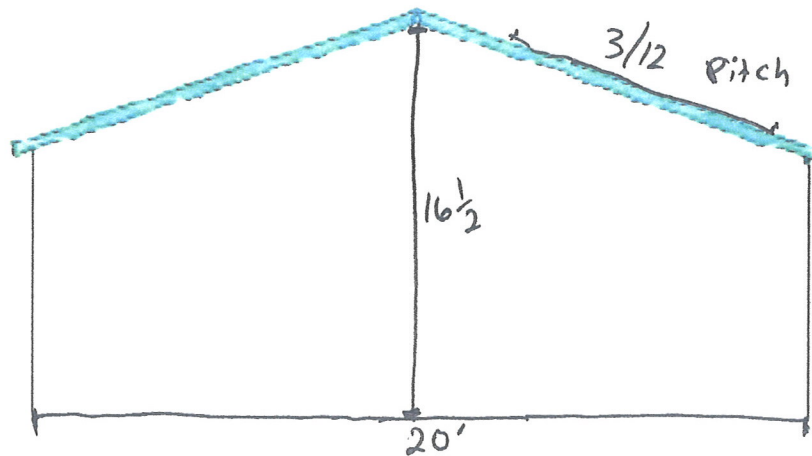


Color Chart ↙

Roof and Trim  
Earth Brown

Ends & sides  
Sand Stone

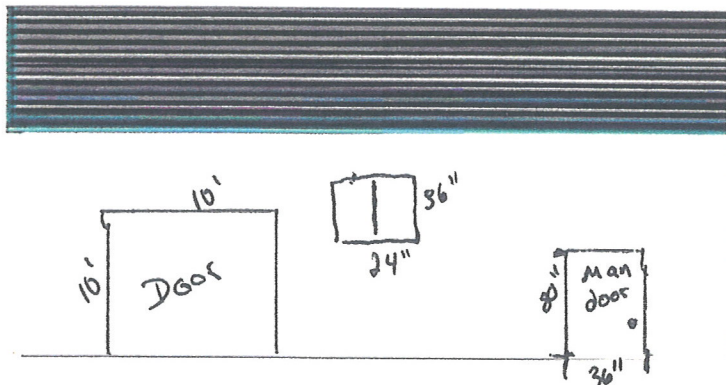
## BACK



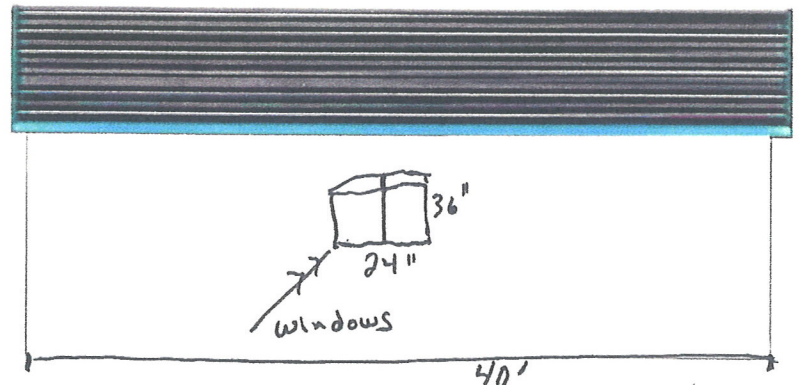
All Metal  
building

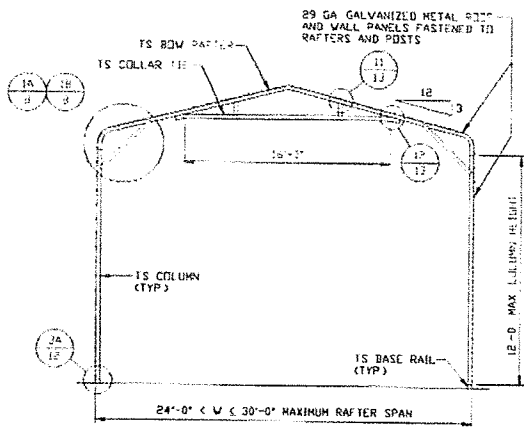
- 2 - large doors
- 2 - windows
- 1 - Entry door

## LEFT SIDE

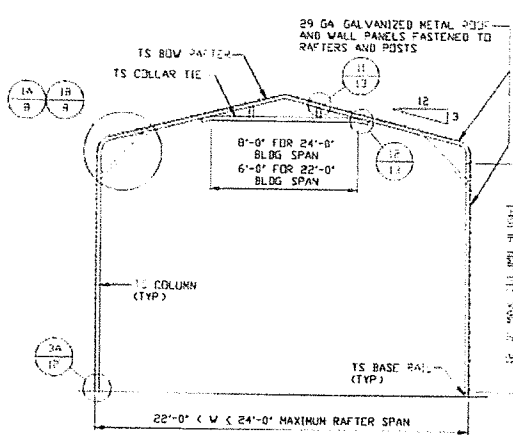


## RIGHT SIDE

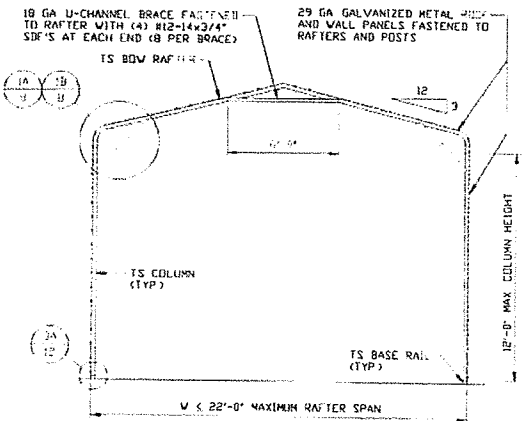




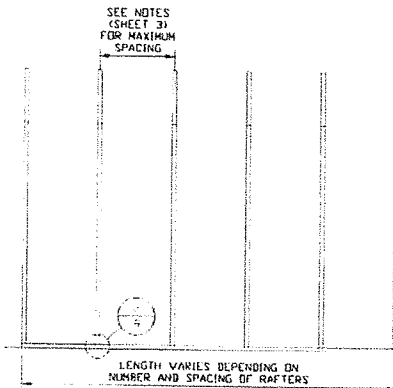
**TYPICAL RAFTER/COLUMN FRAME SECTION**  
SCALE: NTS



**TYPICAL RAFTER/COLUMN FRAME SECTION**  
SCALE: NTS



**TYPICAL RAFTER/COLUMN FRAME SECTION**  
SCALE: NTS



**TYPICAL RAFTER/COLUMN SIDE FRAMING SECTION**  
SCALE: NTS

**MOORE AND ASSOCIATES  
ENGINEERING AND CONSULTING, INC.**

DRAWN BY: LT

CHECKED BY: PMH

PROJECT MGR: VSM

CLIENT: TRI-STATE  
CARPORTS

TRI-STATE CARPORTS, INC.  
304 FRANKLIN STREET  
MT. AIRY, NC 27030  
30'-0" x 16'-0" ENCLOSED STRUCTURE

DATE: 7-31-20

SHT. 7A

SCALE: NTS

DWG. NO: SK-3

JOB NO: 200605

REV: 0

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**DEVELOPMENT AGREEMENT**  
DeYoung Farm Remainder  
(60.2 Acres MOL)

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

**WITNESSETH:**

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

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

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

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

1. **GENERAL PROVISIONS**

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

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

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

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

2. **PLATTING AND DEDICATION OF EASEMENTS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

4. **CONTRACTORS ENGAGED BY DEVELOPER.**

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

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

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

5. **CONSTRUCTION RELATED ACTIVITIES.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(o) Guarantee.

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

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

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

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

## 6. ACCEPTANCE OF WORK.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The following sums for the following purposes:

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

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

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

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

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

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

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

11. **SURETY.**

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

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

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

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

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

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



## 12. MISCELLANEOUS

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

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

## 13. PARK LAND AND FEES.

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

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

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

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

## 14. SUPPLEMENTAL GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **STORM WATER MANAGEMENT IMPROVEMENTS.**

(a) Portions of Outlots 3, 4, 5 and 6 (herein the "Outlots"), have been previously developed for purposes of implementation of the stormwater management plan (herein the "Stormwater Management Plan") required in connection with the development of the lands described in the Preliminary Plat. The Developer shall have responsibility and obligation to dredge, clean, repair, maintain and replace improvements to ensure stormwater capacity and stormwater discharge rates of the Plat as they were at the time of City acceptance of the Outlot 5 stormwater facilities, until such time as the last phase pertaining to this agreement is completed. At such time as the completion of the final phase, the Developer will provide and as-built survey to ensure capacity and stormwater discharge rates of the Plat are as they were at the time of City acceptance of the Outlot 5 stormwater facilities. (b) The Developer shall be required to submit and have approved a revised storm water management report, showing that the previously designed ponds meet all current State and Local Codes, for the entire Property. All proposed development will need to meet Chapter 377 of the Municipal Ordinances for postconstruction stormwater management as adopted and current State NR-151 requirements.

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

16. **NOTICES.**

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

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

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

17. **RECORDING.**

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

18. **LAW AND JURISDICTION.**

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

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

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

20. **EFFECTIVE DATE.**

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

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

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

22. **COMMUNITY MAILBOXES.**

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

23. **WATER BOOSTER STATION.**

(a) In order to provide public water supply and fire protection services to the remaining lots located within the balance of the Preliminary Plat, the City owns Outlot 1 for use as a water booster station (the "Booster Station"). The City shall determine which phase of the development will require the construction of the Booster Station. In such event, the Booster Station shall be designed by the City at the Developer's expense payable upon presentation of an invoice and constructed at the Developer's sole cost and expense, in accordance with plans and specifications therefore approved by the City. No building permits for such phase and subsequent phases shall be issued until the Developer pays all such costs and expenses to the City.

*(a – REVISED TEXT REQUESTED OF ATTORNEY BILL COLE [4/8 email to Cole & Leisses] GOES HERE WITH (a) above to be struck*

- *[Mutually Understood Concept. Task Assignments*
  - o *The City knows the system. It designs the Water Booster Station.*
  - o *The Developer installs the Water Booster Station.*
- *Funding.*
  - o *The developer pays for an allocated cost for Water Booster design solely for service for the "Property." Property is defined in the agreement as the balance of the Plat of DeYoung Farm which remains to be developed.*
    - *Developer to pay City for its cost upon delivery of invoice for same.*
  - o *The city pays for an allocated cost of installation for any installation feature designed to not serve the Property. This can include sizing of mains and station booster station capacity.*
- *Mutual Acknowledgement Of Estimated Costs.*
  - o *In advance of municipal authorization to proceed with the Water Booster Station construction, a written agreement reaffirming all terms herein related to the Water Booster Station shall be entered into by the City and the Developer. This written agreement is to specify an estimate for all developer and city costs.*
  - o *This agreement is to serve as an addendum to the agreement. It is to be recorded at such time as the agreement as a whole is recorded.*

24. **SEWERAGE LIFT STATION.**

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

25. **ZONING CHANGE.**

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

26. **RESTRICTIVE COVENANTS.**

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

27. **HOMEOWNERS ASSOCIATION.**

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

28. **IMPACT FEES.**

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

29. **BUILDING PERMIT FEES.**

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

29. **ANTI MONOTONY CLAUSE.**

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

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

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

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

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

**FOR THE CITY OF WATERLOO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF JEFFERSON    )

Personally, came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above named Jenifer Quimby, Mayor and Morton Hansen, City Clerk/Treasurer, of the City of Waterloo, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

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

**FOR THE DEVELOPER: JGP Land Development,  
LLC**

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

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

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

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF JEFFERSON    )

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

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