

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

CITY OF WATERLOO COUNCIL <u>AGENDA</u> COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET Thursday, January 2, 2025 – 7:00 p.m.

Join Zoom Meeting: https://us02web.zoom.us/j/82129636537?pwd=GDvWcj3dctVSbHSAuMpGuKFw1pqlrk.1

Meeting ID: 821 2963 6537 Passcode: 824925 Dial by phone 1-312-626-6799 US (Chicago)

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

- 1.) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2.) MEETING MINUTES APPROVAL: December 19, 2024
- 3.) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 4.) MEETING SUMMARIES (since last Council meeting)
 - a. 12/23/2024 Fire/EMS
 - b. 12/24/2024 Library cancelled
 - c. 12/24/2024 Plan Commission cancelled
- 5.) NEW BUSINESS
- a. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Works
 - i. Waterloo Firemen's Park Pedestrian Bridge Inspection
 - b. Waterloo Water & Light
 - i. Wastewater Agreement with Van Holten's
 - c. Resolution 2025-01 Purchase of Furnace for the Police Department Garage

6.) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

7.) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

Posted & Emailed: 12/27/2024.

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

CITY OF WATERLOO COMMON COUNCIL - MEETING MINUTES: December 19, 2024

[a digital recording of this meeting also serves as the official record]

- CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: A. Kuhl, C. Kuhl, Weihert, Haseleu, Griffin, Thomas, Cummings and A. Kuhl. Others attending in-person: Police Chief Sorenson; DPW Yerges; Fire Chief Benisch, Utility Superintendent Sorenson, Treasurer Nelson, and WLOO Videographers.
- 2) MEETING MINUTES APPROVAL: December 5, 2024 [Cummings/A. Kuhl] VOICE VOTE: Motion Carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT -
- 4) REPORTS AND PRESENTATIONS
 - a. 2025 Insurance Renewals-League of Municipalities Mutual Insurance Company [Thomas/C. Kuhl] Motion approved
- 5) MEETING SUMMARIES (since last Council meeting)
 - i. 12/11/2024 Cable TV-Canceled
 - ii. 12/17/2024 Community Development Authority-Canceled
 - iii. 12/19/2024 Finance, Insurance and Personnel
- 6) CONSENT AGENDA ITEMS Motion [Cummings/A. Kuhl] VOICE VOTE: Motion carried.
 - a. September Reports of City Officials & Contract Service Providers
 - i. Parks
 - ii. Fire & Emergency Medical Services
 - iii. Building Inspections
 - iv. Public Works
 - v. Police
 - vi. Library Board
 - vii. Water & Light Utility Commission
 - viii. Watertown Humane Society
 - ix. Cable TV
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Finance, Insurance and Personnel
 - i. November 2024 Financial Statements: Payroll \$88,532.78, General Disbursements \$350,041.43 and Clerk/Treasurer's Reports [see on municipal website] Motion[Thomas/Cummings] VOICE VOTE: Motion carried.
 - b. Ambulance Repair Quote Motion [Thomas/Cummings] VOICE VOTE: Motion carried.
 - c. Resolution 2024-47 AFG Grant—Fire Department. Funds from Protective Equipment. Motion carried. [Thomas/Griffin] VOICE VOTE: Motion carried.
- 8) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 9) ADJOURNMENT [C. Kuhl/Cummings] VOICE VOTE: Motion carried.7:14pm.

Attest: Jeanne Ritter Clerk/Deputy Treasurer October 4, 2024



Mr. Chad Yerges Director of Public Works 136 N Monroe Street Waterloo, WI 53594

2024 Pedestrian Bridge Inspections Waterloo Firemen's Park

Dear Mr. Yerges:

CORRE, Inc. (CORRE) has completed a routine, visual inspection of the two (2) pedestrian bridges in Firemen's Park over the Maunesha River. The following is a summary of the inspection findings, photographs taken during the inspection, and maintenance recommendations for each structure.

#1 - WEST PEDESTRIAN BRIDGE (NEAR PARK AVE ENTRANCE)

The structure is a single span, prefabricated, steel truss superstructure with an overall length of 95' and 8' width between rails. The truss is comprised of self-weathering steel with a concrete overlay and galvanized stay-in-place forms. The structure is rated for 5 Tons per the manufacturer's loading plate. For the purposes of the inspection, the bridge is considered to be running North and South. It is our understanding that this bridge remains open during the winter months and is subject to deicing and snow removal operations.

Overall, the structure is in good condition. The following are detailed inspection observations for each bridge element.

- **Approach Path:** Both ends are settled at the bridge up to 1.5", with the worst settlement being at the North end. The joints at each end are unsealed and open, allowing water to leak down to the abutment and affect the steel floor beams, abutment concrete, and concrete overlay.
- **Concrete Overlay:** The overlay is in good condition along the top surface, but fair condition beneath near the abutments. There is some insignificant cracking in the surface, but no other defects were noted. The galvanized stay-in-place (SIP) forms below have moderate to severe corrosion at both abutments as well as each construction joint in the concrete overlay. This corrosion is due to water leakage through the joints and de-icing efforts. Corroded portions at the abutments have areas of full section loss in the forms, and also exhibits concrete which has spalled off and exposed the reinforcing steel.
- **Bridge Rails:** The steel railings show no defects. The wooden rub rail has sections with checks/splits specifically the East rail, 4th board from the North.
- **Reinforced Concrete Abutments:** Both abutments have rust staining from leaking through the open joints above. The North abutment has spalled concrete at the top corner beneath the northwest bearing pad exposing the anchor bolt. The South abutment exhibited no other defects.
- **Steel Truss Superstructure:** The truss is in relatively good condition with exceptions at the Northern-most and Southern-most transverse floor beams. Each of these floor beams exhibits severe corrosion and section loss due to water leakage from the open joints. Both floor beams have sections with full section loss holes due to the corrosion.

Waukesha Office 20900 Swenson Dr Suite 800 Waukesha, WI 53186 608.828.1011 P



East elevation view



North approach pavement settlement



North abutment spall at northeast bearing plate



Severe corrosion at north floor beam



Section loss and corrosion at North floor beam



Concrete spall/exposed reinforcing steel at North SIP forms

MAINTENANCE RECOMMENDATIONS

The following maintenance recommendations, including priority rankings (low, medium, high), we feel should be taken in the next 3-5 years to preserve the structure and extend its useful life:

- **Repair Corroded Floor Beams High:** The end floor beams at each abutment should be removed and replaced. After replacement, the last 10' of the steel truss lower cord and floor beams should be painted to preserve the self-weathering steel.
- **Repair Galvanized Stay-in-Place Forms High:** While the floor beams are removed for repair, the SIP forms with corrosion should be cleaned and painted with a galvanizing paint. The areas of exposed concrete and reinforcing steel should be repaired. Exposed reinforcing steel should be cleaned and painted with a 2-part epoxy paint and the concrete should be repaired with a surface repair material.
- Approach Pavement and Joints High: Approach pavement should be wedged or resurfaced to match bridge's walking surface elevation. The open joints at each end should be sealed with a flexible, pourable joint sealant to prevent water leakage through joint.
- **Concrete Overlay Medium:** Seal transverse construction joints with a flexible/pourable joint sealant to prevent water leakage through joint.

#2 – EAST PEDESTRIAN BRIDGE (NEAR BASEBALL FIELD)

The structure is a single span, prefabricated, steel truss superstructure with an overall length of approximately 75' and 8' width between rails. The truss is comprised of self-weathering steel with a concrete overlay and galvanized stay-in-place forms. The structure is rated for 5 Tons per the manufacturer's loading plate. For the purposes of the inspection, the bridge is considered to be running East and West. It is our understanding that this bridge is not salted/de-iced during the winter months.

Overall, the structure is in very good condition. The following are detailed inspection observations for each bridge element.

- **Approach Path:** Both ends are settled at the bridge up to 3/4" and have previously been wedged with additional asphalt. The joints at each end are unsealed and open, allowing water to leak down to the abutment and potentially affect the steel floor beams, abutment concrete, and concrete overlay.
- **Concrete Overlay:** The overlay is in good condition with some insignificant cracking in the surface, but no other defects were noted. The galvanized stay-in-place (SIP) forms exhibit no defects.
- **Bridge Rails:** The steel railings and wooden rub rail have algae growth throughout, but no other noted defects.
- **Reinforced Concrete Abutments:** Both abutments are in good condition. The West abutment, northwest corner, has a small section with minor map cracking that is delaminated but has not spalled off.
- **Steel Truss Superstructure:** The truss is in good condition and has algae growth throughout, but no other defects were noted.



South elevation view





Typical algae growth on rails and truss



Typical view of SIP and truss lower cord



West abutment and floor beam typical condition



Minor map cracks at West abutment, North bearing

MAINTENANCE RECOMMENDATIONS

The following maintenance recommendations, including priority rankings (low, medium, high), we feel should be taken in the next 3-5 years to preserve the structure and extend its useful life:

- Clean Truss and Rails Low: The algae growth throughout the structure should be cleaned or powerwashed off to limit moisture being trapped against the steel which can lead to corrosion and deterioration of the self-weathering steel members.
- **Approaches and Joints Medium:** Spray vegetation and brush to remove/kill growth from approaches, pavement joints and surrounding abutment/wing walls.

ADDITIONAL SERVICES

If the City would like to pursue the above maintenance recommendations, CORRE is able to provide engineering design services to develop a set of maintenance and repair plans for the structural repairs listed for the West pedestrian bridge. To complete these design services, CORRE estimates a cost of \$4900.00. The final cost would be adjusted based on the scope and needs should the City choose to use CORRE's engineering services.

Should you have any questions, please feel free to contact me at the information provided below. We appreciate the opportunity to provide bridge inspection services for the City and look forward to working with you in the future.

Sincerely,

CORRE, Inc.

Andrew Leden Project Manager/Inspection Team Leader 262.403.0360 aleden@correinc.com

Z

Eric Price, PE Structural Services Directors eprice@correinc.com

First Amendment to Agreement for Wastewater Treatment Services Between the City of Waterloo, Wisconsin and Van Holten's, Inc.

This First Amendment ("**Amendment**") is made and entered into as of this ______ day of December 2024, by and between the City of Waterloo, Wisconsin, a municipal corporation (the "**City**") and Van Holten's, Inc., a Wisconsin corporation (the "**Company**"). This Amendment modifies the Agreement for Wastewater Treatment Services Between the City of Waterloo, Wisconsin and Van Holten's, Inc., dated August 22, 2022 (the "**Agreement**").

RECITALS

WHEREAS, the City and the Company are parties to the Agreement;

WHEREAS, the Company has requested temporary relief from penalties enumerated in the Agreement during certain months of Agreement implementation; and

WHEREAS, the City and the Company agree to amend the Agreement to waive penalties for the month of January 2025 and reduce penalty rates by fifty percent (50%) for the month of February 2025, in accordance with the terms set forth below.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City and the Company agree to amend the Agreement as follows:

MENDMENT TERMS

1. <u>Waiver of Penalty Charges for January 2025</u>: Notwithstanding any provisions to the contrary in the Agreement, no Penalty Charges as described in Section 3.4 of the Agreement for any exceedances of the Agreed Discharge Limitations ("ADLs") described in Appendix A of the Agreement or violations described in Section 3.4(F) of the Agreement, shall be assessed against the Company for any Company industrial wastewater discharges occurring during the month of January 2025.

2. <u>Reduction of Penalty Charges for February 2025</u>: Notwithstanding any provision to the contrary in the Agreement, any Penalty Charges as described in Section 3.4 of the Agreement for any exceedances of the ADLs described in Appendix A of the Agreement or violations described in Section 3.4(F) of the Agreement, shall be assessed to the Company at no greater than fifty percent (50%) of the amounts set forth in Section 3.4 of the Agreement for violations occurring during the month of February 2025.

3. <u>No Other Modifications</u>: Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

MISCELLANEOUS

4. <u>Entire Agreement</u>: This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, with respect to the subject matter hereof.

5. <u>Governing Law and Jurisdiction</u>: This Amendment will be construed and enforced in accordance with the laws of Wisconsin, without regard to the conflict of laws principles that would result in the application of any law of any other jurisdiction.

6. <u>Counterparts</u>: This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF. the parties have executed this Amendment as of the date first above written.

CITY OF WATERLOO

By: _____

Date: _____

Attest:

Date: _____

VAN HOLTEN'S, INC.

By: _____ Steve Byrnes, President

Date:_____



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Resolution 2025-01 Resolution to Approve Furnace Purchase for the Police Department Garage

Whereas, the Police Department Garage in the City of Waterloo needs a new furnace; and

Whereas, an estimate/Proposal has been received from Jensen in Lake Mills for \$4,510.00.

Now, therefore, be it resolved, by the Waterloo City Council on January 2, 2025, that:

This resolution shall take effect immediately upon passage.

Passed and adopted by the Waterloo City Council this 2nd day of January, 2025.

Signed: ______ Jenifer Quimby Mayor of Waterloo

Attest: ______ Jeanne Ritter, City Clerk/Deputy Treasurer

	Jensen Plumbing Heating & Air Inc	PROPOSAL		
TENSEN		PROPOSAL #	1057503411	
PLUMBING, HEATING & AIR, INC.	204 W Lake St Lake Mills WI 53551 (920) 648-8373	DATE	12/23/2024	
		PROPOSAL CREATED BY	KENNY KENNY@JENSENPH.COM	

Providing 24/7 Reliable Quality Service

CUSTOMER
CITY OF WATERLOO
CHAD YERGES
136 N MONROE ST
WATERLOO, WI, 53594
(920) 478-3025
(920) 478-9797, (920) 941-8231
INVOICES@WATERLOOWI.US

PAYM	ENT	50% DOWNPAYMENT, REMAINDER OF BALANCE	EXPIRATION	PROPOSAL PRICING IS GOOD FOR 30 DAYS	
TERM	٩S	DUE UPON COMPLETION OF WORK		FROM 12/20/2024	

Estimate

Description

Reznor UDX NG 150K BTU Unit Heater

We propose to replace the existing unit heater in the police department garage. The old unit will be removed and recycled. The new unit will be installed in the same location and will be reconnected to the existing gas piping, electrical and venting. A new thermostat will be installed. The new unit will carry a commercial 1-year labor and part warranty. After completion the new unit will be properly started and tested.

CUSTOMER MESSAGE

Thank you for having us out. Signed proposal and down payment are required to schedule. WE OFFER FINANCING SEE EMAIL OR JENSENPHA.COM WEBSITE TO LEARN MORE

Estimate Total:

\$4,510.00

Terms and Conditions

1. <u>Project Completion Timeline</u>: The project must be completed within one year from the date of acceptance by the customer of this proposal ("Acceptance Date"). Delays caused by the customer may result in additional charges for storage or rescheduling. If the project is not completed within one year of the Acceptance Date, a 2% monthly fee will apply to the remaining balance for the storage of products held.

2. <u>Material Selection</u>: Materials used in the project will be specified in this proposal and, if not specified, the assigned technician will select the materials to be used.

3. <u>Special Order Items</u>: Special order items are non-refundable and non-returnable. The customer is responsible for full payment of these items at the time of the Acceptance Date. (if job is canceled, the special order item will be required to be picked up by the client within 15 business days or Jensen will dispose of the special order item).

4. <u>Scope of Work and Change Orders</u>: The scope of work is set forth as detailed in this proposal. Any additional work requested by the customer outside the scope of work will be set forth in a written change order signed by the customer, and the change order shall list the additional work, materials, and corresponding charges.

5. <u>Downpayment</u>: Customer shall pay to Jensen Plumbing, Heating & Air, Inc. ("Jensen") the down payment according to the payment terms as described on page 1 of the proposal. Jensen will not order materials or schedule work until the downpayment amount is paid. Customers may choose to pay more than required downpayment of the proposal amount at their discretion. The remaining balance is due upon completion of the work, unless otherwise specified in writing. If, upon customer request, the project is delayed beyond 120 days after the proposed start date, payment terms will convert to progressive billing, requiring payments as work progresses.

6. <u>Overdue Payments and Enforcement</u>: All outstanding payments are due at project completion, unless otherwise specified in the proposal or an invoice. All overdue balances will incur monthly interest at the rate of 1.5%. In the event Jensen retains legal counsel to enforce the terms and conditions of the accepted proposal, customer shall reimburse Jensen for the actual attorneys' fees and costs incurred in pursuing such enforcement.

7. <u>Price Validity</u>: Due to fluctuations in the prices of materials and other market conditions, all pricing outlined in this proposal is valid for thirty (30) days after the proposal date. If the signed proposal and downpayment are not received by Jensen within the 30-day period, this proposal is deemed void.

8. <u>Restocking Fee</u>: A 30% restocking fee applies to cancellations of standard materials if customer cancels 30 days after the Acceptance Date.

9. Customer-Supplied Materials: Materials provided by the customer or third parties are not covered under Jensen's warranty.

10. <u>Permits and Compliance</u>: Plumbing and HVAC permits are not included in this proposal unless explicitly stated herein. The customer is responsible for obtaining all necessary permits and paying all associated fees and costs.

11. Lien Rights: As required by the Wisconsin construction lien law, claimant hereby notifies owner that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on owner's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give the owner notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, owner probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. Claimant agrees to cooperate with the owner and the owner's lender, if any, to see that all potential lien claimants are duly paid.

12. <u>Workmanship Guarantee</u>: Jensen guarantees that all work performed will comply with the applicable codes and regulations of the state of Wisconsin. Jensen is committed to completing all work in a workmanlike manner.

13. <u>Business Hours</u>: All work will be conducted during regular business hours of 7 AM to 4 PM, Monday through Friday (excluding observed Holidays). Additional charges may apply for work performed outside these hours.

14. Delays: Jensen is not liable for delays caused by events beyond its control, including strikes, natural disasters, supply chain issues, and supply shortages.

15. <u>Insurance</u>: Jensen carries appropriate and required insurance for all employees. The customer is responsible for maintaining appropriate insurance coverage for their property.

16. <u>Time and Material Rate</u>: Time and Material hourly rate is \$128, per technician plus any materials used. (Time and Material rates are subject to change without notice) (Example: If concrete is over 4 inches thick or contains re-bar or wire mesh, removal will be billed on a time and material basis.)

17. JENSEN PLUMBING HEATING AND AIR, INC. RESERVES THE RIGHT TO CANCEL THIS PROPOSAL AT ANYTIME PRIOR TO RECEIPT OF THE ACCEPTED PROPOSAL.

ACCEPTANCE OF PROPOSAL

SIGNATURE :

DATE:

Waterloo City Council - Annual Calendar Announcements & Recognition

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

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

ONLINE LINKS

- Municipal Code Chapter 30 -- CITY COUNCIL
- 2021-2026 Comprehensive Plan Update