

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, May 1, 2025 – 7:00 p.m.

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

- 1.) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2.) MEETING MINUTES APPROVAL: April 17, 2025
- 3.) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 4.) MEETING SUMMARIES (since last Council meeting)
 - a. 04/22/2025 Plan Commission
 - b. 04/23/2025 Library Board
 - c. 04/28/2025 Fire/EMS Meeting
 - d. 05/01/2025 Public Safety Cancelled
 - e. 05/01/2025 Public Works and Property Committee
- 5.) NEW BUSINESS
 - a. Ordinance 2025-07 Updating §19-5 Library Board
- 6.) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Plan Commission
 - i. Conditional Use 425 Cleveland Home Occupation
 - b. Public Works & Property Committee
 - i. Resolution 2025-24 Rescinding Resolution 2025-08 due to Highway 19 Start Date Change
 - ii. Resolution 2025-25 CORRE INC Proposal for Design and Bid Work for Pedestrian Bridge in the Waterloo Fireman's Park
 - iii. Future Street and Sidewalk Work

7.) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

8.) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

Posted & Emailed: 04/25/2025.

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: April 17, 2025

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

- CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Jeni Quimby called the meeting to order at 7:00 p.m. Alderpersons present: S. Cummings, A. Kuhl, C. Kuhl, Griffin, Weihert, Thomas, and Haseleu. Attending Remotely: none Absent: none Others attending in-person: Utilities Supervisor Sorenson; Police Chief Sorenson; Lt Warner; DPW Supervisor Yerges; Baker Tilly Representatives Justin & Taylor, Clerk Ritter, Treasurer Nelson, and WLOO Videographers. The Pledge of Allegiance was recited.
- 2) ORGANIZATIONAL MATTERS
 - a) Discussion of Organizational Opportunities
 - b) Resolution 2025-12 Appointing Official Newspaper, Depositories and Auditors Motion [Thomas/Griffin] VOICE VOTE: Motion Carried.
 - c) Election of Council President as Specified in Chapter 30-1 (F) of the Waterloo Code Motion to nominate Charles Kuhl [Cummings/Weihert] VOICE VOTE: Motion Carried. C. Kuhl abstain
 - d) Resolution 2025-21 Council Confirmation of Mayoral Appointments & Council Standing Committees Motion [Thomas/Cummings] VOICE VOTE: Motion Carried.
- 3) MEETING MINUTES APPROVAL: April 3, 2025 Motion [Cummings/A. Kuhl] VOICE VOTE: Motion Carried.
- 4) PRESENTATIONS AND REPORTS
 - a) 2024 Baker-Tilly Audit informational
- 5) COUNCIL NOTICE PUBLISHED NOTICES
 - a) Notice to Cut or Destroy Noxious Weeds
 - b) Board of Review
- 6) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)
- 7) MEETING SUMMARIES (since last Council meeting)
 - a) 04/15/2025 CDA
 - b) 04/17/2025 Finance, Insurance, and Personnel
- 8) CONSENT AGENDA ITEMS Motion [A. Kuhl/Cummings/] VOICE VOTE: Motion Carried.
 - a) 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.
- 9) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Finance
 - March 2025 Financial Statements: Payroll \$94,351.17, General Disbursements \$196,643.73 and Clerk/Treasurers Reports [see on municipal website] [Thomas/Cummings/] ROLL CALL YES 7 NO 0 Motion Carried.
 - ii) Resolution 2025-22 Fire Department to Apply for a DNR Grant to Update Old Equipment Motion [Cummings/A. Kuhl] ROLL CALL: YES 7 NO 0 Motion Carried.
 - Resolution 2025-18 Accepting a bid from Dorner Inc. for Hendricks Street Reconstruction and DPW Parking Lot leave as is accept as planned. Motion [Thomas/Griffin] ROLL CALL YES 7 NO 0: Motion Carried.
- 10) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 11) ADJOURNMENT [C. Kuhl/A.Kuhl] VOICE VOTE: Motion carried. 7:37 pm



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ORDINANCE #2025-07

An Ordinance Amending Section §19-5 Library Board

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

Section 1: § 19-5 Library Board

A. Membership. The Municipal Library Board, per § 43.54 Wis. Stats. shall consist of seven eight members who shall include: one Alderperson appointed by the Mayor, subject to confirmation by the Council for a one-year term; the Waterloo School District Administrator or its representative; one Jefferson County appointed representative, and five municipal resident members, except that not more than two members may be residents of other district municipalities, appointed by the Mayor, subject to confirmation by the Council, for staggered three-year terms affective May 1st.

B. Powers and duties. The Library Board shall have the powers and duties prescribed in § 43.58, Wis. Stats.

- (1) The Board shall consult with the Council for the purpose of coordinating library personnel policies with general City personnel policies.
- (2) The Board shall select, appoint, and supervise a certified library director and determine the duties and compensation of all library employees.
- (3) The Board shall review and approve the budget, submit it to the Finance and Personnel Committee, and assure adequate funds are provided to finance the approved budget.
- (4) No compensation shall be paid to the members of the library board for their services, except reimbursement may be for expenses incurred in performing duties outside the municipality if authorized by the board. ^[1]

Editor's Note: Original § 1.21, Board of Health, which immediately followed this section, was repealed by Ord. No. 2001-3.

Section 2: This ordinance shall take effect and be in force after its passage and publication in a manner provided by law.

Acted on and adopted at a result meeting of the Common Council on May 1, 2025.

CITY OF WATERLOO

Jenifer Quimby, Mayor

Attest:

Jeanne Ritter, City Clerk

Date Adopted______Date Published_____



NOTICE OF PUBLIC HEARING FOR CONDITIONAL USE PERMIT UNDER PROVISIONS OF CHAPTER §385-10.2B AND §385.10 C 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 R2 Zoning District, §385-10.2B. and §385-10.2C. Home occupations in residential districts B.11 No animals shall be involved in any authorized home occupation C. Conditional Uses (ex. Grey waste, dogs on premises at one time or hours of operation.) This conditional use permit application was received from Alex Morris, owner of 425 Cleveland Street.

The applicant is requesting a conditional use permit to allow for a mobile grooming service that would be typically parked at the residence at 425 Cleveland St. A conditional use permit is required when

The property is described as follows:

- Parcel 290-0813-0533-006 (BEG 256.5FT E OF SW/C LOT 1, BLK 2, HELMES ADD, N14DG42'E 124.9FT,E TO PT 82FT W OF E/L SD LOT, S TO S/L SD LOT, W TO POB).
- Also known as 425 Cleveland St.

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 6:00 p.m. on Tuesday, April 22, 2025 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.

After 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 1, 2025.

> Jeanne Ritter City Clerk/Deputy Treasurer

Pub: The Leader Independent, April 10,2025



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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: 318/25 Fee Paid: 3285.99
Location of Property: 425 cleveland St WaterLoo, WI
Applicant: Alex Morris Email apmorris 132 @ gmail.com
Address: 425 Cheveland Street Waterbo, Wi Telephone: 920 285 4403
Owner of Property: ALCX MOCCIS
Address: 425 develand Street Naterloo, w/ Telephone: 920285 4403
Contractor: N/A
Address: Telephone:
Architect or Professional Engineer:A
Address: Telephone:
Legal Description of Property: Residential 2 story home
Land Parcel Size: 163 acre Present Use: Residential Zoning District: R-2
Type of Existing Structure (if any): 2 story house 2 car Grange
Proposed Use of the Structure or Site: <u>Residentia</u> Number of Employees:
Terms of Municipal Code Conditional Use Requested
Specify Reason(s) for Application: (for example, insufficient lot area, setback, etc.)
Want to operate a pet grooming business out of a
Professionally built pet grooming salon mobile van (And E-350)
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: 3 18 20 25

Signature of Applicant

§ 385-10.2. Home occupations in residential districts. [Added 7-2-2009 by Ord. No. 2009-09]

Proposal for Conditional Use Permit for Placement of a Dog Grooming Van behind the house and on the east side of the garage at 425 Cleveland Street in the City of Waterloo. The Van will be positioned behind the required set-back of the front of the house and not visible from the West side of the property. The Van will be titled, licensed and insured as a Personal Vehicle. A picture of the vehicle is included in this presentation. We are happy to answer all questions and concerns the council may have. We hope we can work together to make this dream and occupation a reality as the ability to remain productive is key.



The business location is being requested because the owner needs to remain on her premises due to previous injuries sustained when traveling to her position as a Dog Groomer in Oregon, WI.

- A) The home occupation shall be conducted only within the enclosed area of the dwelling unit or an attached garage. Proposing a conditional use permit be granted to allow a fully-equipped, professionally designed, and purpose-built vehicle to act as the place of business, rather than using an existing part of the dwelling.
- B) There shall be no exterior alterations of the structure which change the character thereof as a dwelling. There shall be no exterior evidence of the home occupation other than those signs permitted in the district.
 - The placement of the Grooming Van would be adjacent to the North side of the house and west side of the Garage. A new concrete slab will be poured in this area to accommodate the van. It will be behind the setback of the house, and not visible from the east side of the property. It will be able to be moved around the property if necessary and parked in this location at other times. No Signs will be on display other than those that are permitted. When and if the property owners sell the residence, this area would be considered more or less an outdoor seating or patio area.



- C) No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible outside any structures located on the premises. Exception:
 - See prior comments as far as location and visibility. The Van is presently an unmarked white Van in excellent condition, with no outward signs of its interior outfitting.
- D) No home occupation use shall create smoke, odor, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance not normally associated with the average residential use in the district. This requirement will be in compliance.
 - The Van is equipped with all necessary accessories to conveniently carry out a dog grooming business able to service one or two dogs per session. The nature of the business would not increase traffic on the street as it is an owner drop-off/pick-up only. There would be **no need for** street parking as there is sufficient room during business hours to park in the driveway. The average time to drop off and pickup does not normally exceed 5 8 minutes. There will be no outside holding areas for pets waiting or finished with grooming. All will remain inside once dropped off or picked up. Should a Dog have to take a potty break it would be on a leash at all times and accompanied by the groomer or one of her family.
 - The hours of the business will be M-F (8:00am to 3:00pm) these hours will eliminate added street traffic during School Drop-off and Pick-up times. But would also allow pet parents to drop off their pets right after they drop off their children. This is important to the property owner as well as their children attend St. Johns School.
 - The van is Equipped with its own Generator, which is RV grade so it meets all noise requirements for residential use.
 - The van is Equipped with (2) Fifty Gallon Holding Tanks one for Fresh Water and one for grey water. Per the manual grey water is the water collected after a day's worth of shampooing Animals. It does not contain sewage. The operator's manual for these vans, indicates that, most owners drain to yard or driveway. However, we are not against pumping into totes and transported off property to a legal RV dump station, this is really no different than if you were to wash your car in the driveway, except maybe less hazardous, as you won't be washing off hydrocarbon oils, or gasoline or other automotive fluids. The Fresh water would be supplied by the property owners. Neither holding tank is visible from the outside. In fact, the manual states that the only time you would see the tanks is if you visited the assembly factory.
 - The Van is equipped to use RV anti-freeze for winter months, which is non-poisonous Polypropylene Glycol, not harmful to pets or humans or the environment.
- E) Only one sign may be used to indicate the type of home occupation. Such sign shall not be illuminated and shall not exceed three square feet. This requirement will be in compliance.
- F) The home occupation shall not involve the use of commercial vehicles for more than occasional delivery of materials to or from the premises. This requirement will be in compliance.
- G) Authorized home occupations are restricted to service-oriented businesses and the mass production of items or products or the sale of items or products on the premises is prohibited. Examples of service-oriented businesses include, but are not limited to, computer programming, accounting, law, insurance agencies and computer-based consulting and clerical services. Exception, while business is service oriented it does not meet the requirements stated in this consideration. The dog grooming business of the future will be mobile as it is a fully furnished start-up that gives the owner the flexibility to set the hours and prices without the overhead of a brick & mortar facility. It can move with the groomer and it can be upgraded with minimal effort when newer models or technologies are available.

- H) Authorized home occupations shall not occupy more than 30% of the floor area of the dwelling in question. This requirement will be in compliance.
- I) Persons employed in home occupations shall be limited to the resident, immediate family members, and no more than one nonresident employee. This requirement will be in compliance.
- J) Under no circumstances shall a motor vehicle repair or body work business qualify as n authorized home occupation. This requirement will be in compliance.
- K) No animals shall be involved in any authorized home occupation. Due to the nature of the service, pet owners and their pets will be the intended consumer of this service. The pets (Cats/Dogs) will be brought to the business by their owner, and escorted into the Van. The groomer will provide services requested and will contact the owner when the pet is ready to be picked up.
- L) Home day care is an authorized home occupation so long as it does not involve more than seven children or require state licensing. Not Applicable
- M) Conditional uses. Any proposed home occupation which does not satisfy the criteria established in Subsection B above may be authorized by the Plan Commission as a conditional use, subject to the requirements of § 385-21 and the following:
 - The extent of the equipment or machinery used in the home occupation may be restricted by the Plan Commission. Agreed within the limits that the equipment pre-installed in the van is exempt.
 - Sale or transfer of the subject property or the expansion of the approved home occupation shall cause the conditional use permit to terminate. Agreed

The Dog Grooming Service industry is an \$8 billion dollar industry in high demand throughout the nation. The need for local groomers is increasing since 2021 as more people own pets than ever before. Services include anything from a simple nail trim, to full breed cuts, tooth brushing, etc. The proposed business would be operated as an LLC with a Sole Groomer. Waterloo currently has no storefront Groomers, although mobile groomers may be in the area, they are using only personal vehicles and the dog owner's facilities. This shop would bring a much-needed service to the local community but not overwhelm the neighborhood with traffic or noise. Due to the nature of the business and the proposed hours it is likely that no more than 4 - 5 appointments would occur on any given day. The nature of the business is purposedly intended to allow hour flexibility to the groomer to attend to her personal responsibilities and health rehabilitation. We would contact the neighboring residents for any concerns to hopefully gain their support up front. Please note the property directly behind 425 Cleaveland Street is already zoned commercial, so the need for their agreement will not be sought per se. We would plan on speaking to neighbors on Cleveland and both access streets (Mills/Hendricks Street) The business will advertise on Facebook and through word of mouth.



§ 385-10.2. Home occupations in residential districts. [Added 7-2-2009 by Ord. No. 2009-09]

- A. Intent. It is the intent of this section to provide a means to accommodate a small home-based business without the necessity of a rezoning the land area from an R-1, R1-A, or R-2 District to a commercial district. Home occupations are economic activities permitted within any single-family detached residence which comply with the following requirements. Examples include the provision of personal and professional services. Once a home occupation has been approved, it may not be expanded or enlarged.
- B. Requirements. Any individual who desires to locate a home occupation within a dwelling located in one of the residential districts described in Subsection A, shall make written application to the Plan Commission for approval thereof. Said application shall contain complete and accurate description of the proposed home occupation; and such additional information as the Zoning Administrator and/or the Plan Commission may require. In determining whether or not to approve any requested home occupation, the Plan Commission shall be guided by the following criteria:
 - (1) The home occupation shall be conducted only within the enclosed area of the dwelling unit or an attached garage.
 - (2) There shall be no exterior alterations of the structure which change the character thereof as a dwelling. There shall be no exterior evidence of the home occupation other than those signs permitted in the district.
 - (3) No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible outside any structures located on the premises.
 - (4) No home occupation use shall create smoke, odor, glare, noise, dust, vibration, fire hazard, small electrical interference or any other nuisance not normally associated with the average residential use in the district.
 - (5) Only one sign may be used to indicate the type of home occupation. Such sign shall not be illuminated and shall not exceed three square feet.
 - (6) The home occupation shall not involve the use of commercial vehicles for more than occasional delivery of materials to or from the premises.
 - (7) Authorized home occupations are restricted to service-oriented businesses and the mass production of items or products or the sale of items or products on the premises is prohibited. Examples of service-oriented businesses include, but are not limited to, computer programming, accounting, law, insurance agencies and computer-based consulting and clerical services.
 - (8) Authorized home occupations shall not occupy more than 30% of the floor area of the dwelling in question.
 - (9) Persons employed in home occupations shall be limited to the resident, immediate family members, and no more than one nonresident employee.
 - (10) Under no circumstances shall a motor vehicle repair or body work business qualify as

an authorized home occupation.

- (11) No animals shall be involved in any authorized home occupation.
- (12) Home day care is an authorized home occupation so long as it does not involve more than seven children or require state licensing.
- C. Conditional uses. Any proposed home occupation which does not satisfy the criteria established in Subsection B above may be authorized by the Plan Commission as a conditional use, subject to the requirements of § 385-21 and the following:
 - (1) The extent of the equipment or machinery used in the home occupation may be restricted by the Plan Commission.
 - (2) Sale or transfer of the subject property or the expansion of the approved home occupation shall cause the conditional use permit to terminate.



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CONDITIONAL USE PERMIT

Number of Application: #2025-01

The Common Council of the City of Waterloo, Wisconsin, acting under the provisions of the Zoning Code of the City of Waterloo, Chapter §385-10.2, has authorized the granting of a conditional use permit to the following permittee.

Name and Address of Permittee: Alex Morris, Waterloo, WI 53594

Date of Application: 3/18/2025

Location of Property: 425 Cleveland St., Waterloo

Legal Description of Property:

Tax parcel: 290-0813-0533-006

 Legal Description:BEG 256.5FT E of SW/C Lot 1, BLK, HELMES ADD, N14DG42'E 124.9FT, E TO PT 82FT W OF E/L SD LOT, S TO S/L SD LOT, W TO POB. Also known as 425 Cleveland St., Waterloo, WI

Purpose of Conditional Use Permit: To allow for a storage building to be built on the subject parcel. A conditional use permit is required when adding an additional accessory building exceeding 200 square feet in an Agricultural District being used as a residential storage building, not for agricultural use.

Public Hearing:	April	22,	2025
Plan Commission Action:	April	22,	2025
Common Council Action	May	1,	2025

Conditions of this permit:

Attest:

Date: May 1, 2025

Jeanne M. Ritter Clerk/Deputy Treasurer



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Resolution 2025-24

A Resolution Rescinding the Approval of Town & Country as Engineer for State Highway 19 Project in 2031.

WHEREAS, by Resolution 2025-08 adopted on February 6, 2025 City Council approved Town & Country as the Engineer for State Hwy 19 Project in 2031; and

WHEREAS, the City Council now desires to rescind Resolution 2025-08 as the date of this project has been moved out to 2033;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Waterloo, WI:

- 1. The Resolution 2025-08 adopted on February 6, 2025 is hereby rescinded and shall be of no further force or effect.
- 2. That all authority and direction granted is hereby rescinded and revoked.
- 3. That this Resolution shall take effect on the date of its adoption and shall not be retroactive.

ADOPTED this 1st day of May, 2025 by the City Council of the City of Waterloo, WI.

Signed:______ Jenifer Quimby Mayor of Waterloo

Attest:_____ Jeanne Ritter, City Clerk/Deputy Treasurer



Resolution No. 2025-25

A Resolution Accepting CORRE INC Proposal for Bridge Rehabilitation for Fireman's Park Pedestrian Bridge

Whereas, the Department of Public Works and CORRE have identified the need for: Repair of spalled concrete at the north abutment, near the west bearing pad, replacement of the superstructure floor beams adjacent to each abutment, and replacement of the galvanized Stay-in-Place forms adjacent to each abutment; and

Whereas, the Department of Public Works received a proposal from CORREINC for Design Services for \$4,900.00 and Bid Letting Preparation \$5,200.00; and

Whereas, the DPW recommends the approval of the CORRE INC proposal. For a proposal total of \$10,100.00;

Now, therefore, be it resolved that the CORRE Inc proposal has been accepted for the Design and Bid Letting Preparation. The amount of \$10,100.00 will be funded by ______.

Passed and adopted by the City of Waterloo on this 1st

day of May 2025

City of Waterloo

Signed:

Jenifer Quimby Mayor

Attest:

Jeanne Ritter Clerk/Deputy Treasurer April 11, 2025



Mr. Chad Yerges DPW Director City of Waterloo 211 Hendricks Street Waterloo, WI 53594

Proposal for Bridge Rehabilitation Fireman's Park Pedestrian Bridge

Dear Mr. Yerges:

CORRE, Inc. (CORRE) is pleased to present this proposal to the City of Waterloo for the rehabilitation of one of the two pedestrian bridges located at Fireman's Park. CORRE is a leader in providing full-service engineering services for projects throughout Wisconsin. Our commitment to quality, responsiveness, and technical excellence drives every project, regardless of size.

PROJECT DESCRIPTION

It is our understanding that the west pedestrian structure, located near the Park Avenue entrance, is in need of several repairs based on the 2024 inspection.

SCOPE OF SERVICES

The work under this contract shall consist of the following:

Design Services (\$4,900.00)

- 1) Preparation of plans (2 sheets anticipated) to address the following recommended repairs:
 - Repair of spalled concrete at the north abutment, near the west bearing pad
 - Replacement of the superstructure floor beams adjacent to each abutment
 - Replacement of the galvanized Stay-in-Place forms adjacent to each abutment
- 2) Coordination with client as needed.

Bid Letting Preparation (\$5,200.00)

- Prepare all digital bidding documents and facilitate advertising the project on behalf of the City, including opening of the bids
- Answer questions that may arise from contractors during the bidding process

BASIS OF PAYMENT

Compensation to perform the scope of services noted above will be performed for a Lump Sum fee of \$10,100.00.

AUTHORIZATION

The Scope of Work, Schedule, and Compensation stated in this proposal are valid for a period of one (1) month from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by CORRE.

Signatures of an authorized representative of the Client and CORRE shall convert this proposal to an agreement between the two parties, and receipt of one signed copy shall be considered authorization to

proceed with the work described in the Scope of Services. Additional services may be added at the client's request through a written contract amendment.

We appreciate this opportunity to provide these services and look forward to working with you on this project!

Sincerely,

٢

Eric Price, P.E. Director of Structural Services 608.826.6146 eprice@correinc.com

Andrew Leden Project Manager 262.403.0360 *aleden@correinc.com*

Accepted by: City of Waterloo

Signature _____

Name _____

Title _____

Date	

Approved by: **CORRE, Inc.**

Signature _____

Name _____

Title _____

Date _____



CORRE, INC. General Terms and Conditions for Professional Services

- I. Scope of Services
 - A. CORRE, Inc. (CORRE) will begin services upon written authorization to proceed. Receipt of a signed contract (the "Contract"), which shall be incorporated herein by reference, is considered written authorization. If the terms or conditions of this agreement conflict with those in the Contract or any other agreement, this agreement shall control.
 - B. **City of Waterloo** (the "Client") agrees to clarify and define project requirements and to provide such legal, accounting and insurance counseling services as may be required for the project.
- II. Invoicing and Payment
 - A. CORRE will bill the Client upon completion of the inspection reports each year, according to the payment method set forth in the Contract, with net payment due within thirty (30) days of the date of the invoice. The quoted fee will control unless amended.
 - B. Past due balances shall be subject to an interest charge of 1.5% per month.
 - C. CORRE may, after giving seven (7) days' written notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices. Quoted fees or rates do not include any applicable state and local sales or use taxes, gross receipts taxes, or value-added taxes. Any taxes shall be the responsibility of the Client to pay.
- III. Changes to Project Scope and Fees
 - A. This agreement, upon execution by both parties, may be amended only by written instrument signed by both parties.
 - B. This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof shall be effective unless agreed to in writing duly executed by the waiving party.
 - C. The quoted fees and scope of services constitute the best estimate of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the scope. CORRE will inform the Client in writing of such situations so that changes in this agreement may be made as required.
 - D. If the Client requests significant modifications or changes in the scope of the project, the time of performance of CORRE 's services and the fees shall be adjusted before CORRE undertakes the additional work

IV. Applicable Law

- A. This agreement shall be governed by the laws of the State of Wisconsin, and venue for any action concerning this Agreement shall be in Trempealeau County, Wisconsin. The parties shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this agreement.
- V. Insurance
 - A. CORRE will maintain insurance coverage for worker's compensation, general liability, automobile liability, aviation liability, and professional liability. CORRE will provide information as to specific limits upon written request.
 - B. If the Client requires coverage or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the Client.

VI. Indemnification for Delays

- A. The Client shall be liable for and shall indemnify, hold harmless, and defend CORRE for all costs and damages incurred by CORRE for delays caused solely by the Client's interference with CORRE 's ability to provide services, including, but not limited to:
- B. Client's failure to provide specified facilities or information; or
- C. Client's actions or inactions causing, in whole or in part, CORRE's services to be extended for more than sixty (60) days.
- D. If delays are caused by unpredictable occurrences outside Client's control, including but not limited to terrorism, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God or the public enemy, or acts or regulations of any governmental agency, then the costs for services and schedule commitments shall be equitably adjusted before CORRE resumes its services.
- VII. Indemnification for Costs
 - A. CORRE intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional.
 - B. Any opinions of probable project costs, reviews and observations, and other decisions made by CORRE for the Client are rendered on the basis of experience and qualifications and represent the professional judgment of CORRE. However, CORRE cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinion of probable cost prepared by it.
- VIII. Liability Limitations
 - A. The liability of CORRE to the Client for any indemnity commitments or for any damages arising in any way out of performance of this agreement is subject to the statute of limitations assigned in the State of Wisconsin.
 - B. CORRE agrees to protect, indemnify, defend and hold harmless the Client and its officers, directors, and employees from and against any and all costs, claims, demands, damages, losses and liabilities (including attorney's fees and costs) arising from or in any way related to the sole negligence of CORRE and its officers, directors and employees.
- IX. Liability for Other Materials
 - A. CORRE and the Client agree that the ultimate liability for mold or mildew, already existing in the Client's structures and for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, buildings, the atmosphere, or a body of water shall remain with Client; and the

responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project shall remain with the Client, whether paid or not paid by the Client. The liability for mold or mildew existing in materials or parts that CORRE acquires shall remain with CORRE, and CORRE shall be responsible for the actual, alleged, or threatened discharge, dispersal, release, or escape of pollutants, mycotoxins, spores, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, buildings, the atmosphere, or a body of water; and the responsibility and/or liability for any of the foregoing and for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project.

- X. Disclaimers
 - A. CORRE will provide services in accordance with ordinary generally accepted professional practices. CORRE disclaims all warranties and guarantees, express or implied.
 - B. The parties agree that this is a contract for professional services and is not subject to any Uniform Commercial Code.
 - C. Similarly, CORRE will not accept those terms and conditions offered by the Client in its purchase order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing. Written acknowledgment of receipt or the actual performance of services subsequent to receipt of such other contractual document is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- XI. Confidential Information
 - A. "Confidential Information" refers to any data or information relating to CORRE, whether business or personal, which could reasonably be considered private or proprietary and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to CORRE. Confidential Information includes, but is not limited to, ideas, specifications, techniques, models, data, programs, documentation, processes, know-how, and financial and technical information.
 - B. Client shall not, during the term of this agreement and after the termination of this agreement for a period of two (2) years, disclose any Confidential Information to any person or entity, or use any Confidential Information for the benefit of Client or any other person or entity, except with the prior written consent of CORRE or as required by law.
- XII. Termination
 - A. Termination of this agreement by the Client or CORRE shall be effective upon seven (7) days' written notice to the other party. The written notice shall include the reasons and details for termination.
 - B. CORRE will prepare a final invoice showing all charges incurred through the date of termination; payment is due as stated in paragraph 2.
 - C. If the Client breaches the Contract or any other agreements entered into between CORRE and the Client, or if the Client fails to comply with terms, conditions, or specifications of the Contract or other agreements, CORRE may, upon seven (7) days' written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such breach to the reasonable satisfaction of CORRE.
- XIII. Severability
 - A. In the event that any provision of this Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.
- XIV. Files and Data

- A. Data and image files, both electronic and hard copy (hereinafter "files") are part of CORRE's instruments of service and shall not be used for any purpose other than this project. Any reuse of files or services pertaining to this project or any other project shall be at Client's sole risk and without liability or legal exposure to CORRE.
- B. CORRE makes no representation as to compatibility of electronic files with Client's hardware or software. Differences may exist between these electronic files and corresponding hard-copy documents. CORRE makes no representation regarding the accuracy or completeness of the electronic files provided. In the event that a conflict arises between the signed or sealed hard-copy documents prepared by CORRE and the electronic files, the signed or sealed hard-copy documents shall govern.
- C. Because information presented on the electronic files can be modified, unintentionally or otherwise, CORRE reserves the right to remove all indicia of ownership and/or involvement from each electronic display.
- D. Under no circumstances shall delivery of the electronic files for reuse be deemed a sale by CORRE, and CORRE makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall CORRE be liable for any loss of profit, delayed damages, or any consequential damages as a result of reuse or changes to files or any data therein. To the fullest extent permitted by law, Client shall indemnify, hold harmless, and defend CORRE, its employees, and its agents harmless against all damages, liability, or costs, including reasonable attorneys' fees, arising out of or resulting from Client's reuse of files or data.
- XV. Miscellaneous Provisions
 - A. This agreement shall not be construed as imposing upon or providing to CORRE the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the contractors or subcontractors or the safety precautions and programs incident to the work of the contractors or subcontractors.
 - B. This agreement contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereof.
 - C. This agreement does not create any benefits for any third party. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.
 - D. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

			UTILITIES	Updated 04/24/25	Parking			Est/Bid Less	
YEAR	STREET IMPROVEMENT	DESCRIPTION	UPDATE	FUNDING /NOTES	Lots	Paths	Sidewalks	Utilities	Notes
2025	Hendricks St, Access To 333 Portland Rd, Res 2025-18	Full Reconstruct (lowering sewer) \$2,624,231 Total	Yes	DOT-LRIP-S Grant funding up to \$450,000 & Loan	DPW \$103,125		Both sides to Bishop Circle, West only side to bridge	\$1,206,950 (TBD) + \$106,538 Eng	Paser Year \$1K
2025	Indian Hills, Res 2025-19	M&O - 2024 storm damage	No	Loan with Hendricks			East Spring/ Lum \$60,347. South Henry/E Madison \$40,836	\$149,465	
2025	Multiple Roads, Res 2025-14	Seal Coating	No	W. Clarkson, Adams, Rood, E Polk, Bluegrass, Trailhead (seal/stripe \$2,500)				\$77,960 & \$2,500	
2026	N. Van Buren (1975)	Mill & Overlay, Full Reconstruct 5-10 yrs	No	No Borrowing		203 E Madison to Mill		Need Qte for M&O	Temp until ful recon.
2026	Multiple Roads	Seal Coating	No	Jefferson, Leschinger \$31,210, Paths	Park Concession \$72,600	TBD		\$80,000 Budget RDs	
<u>TBD</u>	N. Van Buren & 1-Block Taylor connection	Full Reconstruct VB (all 3 blocks & Taylor)	1933 W&S \$495,853	2 blks: deadend M&O w/drain for building & future walkbridge? Middle blk Storm & San 1 sidewalk?)			Reconstruct 1-side Van Buren, Taylor 2- side & 1-side middle block	<u>\$678,392</u> Kunkle 05/03/24	5-10 yrs Full Recon.
2027	S. Van Buren (1980) Full length W Polk/Knowlton	Full Reconstruct, Milwaukee possible slip-line only	W&S 1922- 1930 \$831,292	Full Recoonstruction Kunkle				<u>\$1,312,795</u> Kunkle 5/9/24	Paser Year \$1K
2027	Multiple Roads	Seal Coating - if needed	No	Streets - TBD				\$80,000 Budget RDs	
2028	Hwy 89 (Washington to City Limits)	Full Reconstruct	Yes	DOT & City funds			Replace both sides	DOT Est \$953,440	1st debt dropoff
2029	Maple Dr (Water Main Loop & sewer lowered) & Hickory	Full Reconstruct & connect to Hwy 19	Yes \$768,603, no Lift, Looping required	Need Sub layout for Utility 2025. Est for existing roads, need to loop w/Hwy 19			Add 1-side full length ?	\$614,053 Kunkle 5/9/24	<mark>2nd debt drop.</mark> Paser Yr \$1K
2030	Review all roads & TBD Annually w/Paser reports								3rd debt dropofi
2031	?								
2032	?								2032 & 2037 las debt
2033	Hwy 19 (Kwik Trip to Portland)	Full Reconstruct, Storm Sewer & Sidewalk	Yes	DOT & City funds, Design needs confirming			Confirm East side or both	DOT Est \$2,343,800	Paser Year \$1K
TBD	Outlot #2 Indian Hill South	Driveway: curb, gutter, parking	Storm only				1 side?		1996 Soccer Field
TBD	W. Riverside & Minnehaha	Full Reconstruct (M&O 2022)	Yes						
NE	Henry St	M&O possibility	1977 S&W Televise, may slip-line						
NE	Anna	M&O possibility							
sw	Jackson St	Full Reconstruct or M&O? (S&W 1990's)	Yes	1-Block Milwaukee?					
sw	Milwaukee Ave 4-blocks	Full Reconstruct (San '50's &Watr '31)	Yes	Plan blocks w/all streets S. Van Buren, Jackson & Harrison & S. Monroe?					
sw	Knowlton	M&O?							
NW	Crestview, Streator, N Riverside, Indian Hills	N Riverside Full reconstruct. Any M&O?					Review all		
NE&SE	Peirce, Gregor, Grove	Needs?	Grove 1929						
	Sidewalk needs:		I		I		09/17/24 Chad/I	Barry/Tim	
	Quadrants: NE/NW-SE/SW			1		04/1	4/25 Chad, Barry	, Lana, Charlie	
	DOT Firm								L
	Current Firm Broject								

Current Firm Project

City Parking Lots & Paths - Paser Years, Last Repair - Current Repair

ltem	Dept	Location	P '19	P '25	Prior	Repair Year	Notes	\$
Parking Lot	City	City Hall/PD & Sidewalks	4	10	2001	2024	Completed 2024, added Planters	\$351,963
Parking Lot	City	203 E Madison Street	n/a	9	2021		New Parking Lot only, Path still needed	\$54 <i>,</i> 930
Parking Lot	City	S. Monroe W. side (11-052)	4	3	2011		After flood	
Parking Lot	City	S. Monroe E. side (11-051)	6	5	2000		2000 Beyond	
Parking Lot	DPW	South, Front 211 Hendricks	6		2009/20	2025	Crack/surface seal & line (5yrs)	\$1,200
Parking Lot	DPW	North, Back side	4		2009	2025	Sink holes, only 2" asphalt, full repair	\$103,125
Apron	Fire	900 Industrial	4	8	1999	2018/2021	Replaced in 2 sections concrete	
Parking Lot	Fire	West side	5	7	1999	2021	Alternate with Adams Street	\$27,250
Parking Lot	Fire	East side	4	7		2021	п	\$35 <i>,</i> 060
Parking Lot	Library	Parking Lot & New Walk Path	5	9	1994	2023	Completed 2023 (City PD \$75k)	\$165 <i>,</i> 857
Parking Lot	Park	Hendricks Ice Rink/Camping	4		?		check w/Gabe, plans post WWTF '25	
Parking Lot	Park	McKay Way Trailhead (2012)	6	7	2020	2025	Crack/Clean Surface Seal & Line every 5yrs 2020 \$1,680	\$2,500
Parking Lot	Park	Concession Stand/Carousel	n/a	n/a		2026	Crurent gravel, need Paved	
Road	Park	Hendricks Street to Bridge	5	4	1992	2025	Hendricks - complete to bridge only '25	
Road	Park	East end (need inside park)	4	3	?			
Road	Park	West end (in/out lanes)	4	3	?			
Path	City	E. Madison 203 to Mill-Need	n/a	n/a	n/a		Applied TAP Grant 2023, 2024 & 2025	
Path	City	S. Monroe Bike path	5	5	2000		2000 Beyond, entire area bad shape	
Path	City	H&S River Walk	8	7	2016			
Path	City	Minnetonka/Crestview	5	5	2002			
Path	, Park	Park Road to Boorman	5	3	2007		By B-diamond & Baseball field	
Path	Park	Park Road to Bridge/Industrial	7	7	2008		By C-diamond	
Path	Park	Ped Bridge to Mill Street	5	5	2007		*Bridge needs repairs, inspected 2024	
03/17/24 jq	03/30/25 jq	Paser 2025 - update needed				Chad 4/21/25	J	

Roof Location	Size Sq/Ft	Grade	Repair Fall 19	Replace	Timeline	Year	Spring/Fall
City Hall - Sec 1	11,450	D	\$2,355.00	\$90,873	2-3 yrs	2021	\$250/\$250
City Hall - Sec 2	410	С	\$150.00	\$3,480	5-7 yrs	2023	
City Hall - Sec 3	1,793	С	\$1,555.00	\$11,968	5-7 yrs	2023	
Total			\$4,060.00	\$106,321			
Sec 1 = PD to council cha	amber & up to front	office					
Sec 2 = Back entrance ar							
Sec 3 = Back entrance do	own hall & offiecs to	Gabes office					
	I		- I				
Fire Dept	15,507	В	Recoat 1-3yrs	\$93,043	10+	2029+	\$250/\$250
*coating should last 1-3	years						
	I		1 1				1
Public Works - Sec 1	8,141	A		\$56,987	10+ yrs	2029+	\$250/\$250
Public Works - Sec 2	3,096	В	\$75.00	<u>n/a</u>	8-10 yrs	2027+	
Public Works - Sec 3	(due)						J
Total			\$75.00	\$56,987]		
Sec 1 = large vehicle bui	<u> </u>						
Sec 2 = Office Cleveland							
Sec 3 = Back shed, need	s downspouts North	side too, drair	nage				
	I				1		
Traihead	*Need inspected						\$250/\$250
2010			¢4.425.00		ī	A	¢2.000
<u>2019</u>	Contingency or roo	t tund	<u>\$4,135.00</u>	4	, l	Annual	\$2,000
City Hall 2021				\$90,873 \$15,448			
City Hall 2023	Are these separate	ese separate or replace all at same time?]		
2027-2029	9 Need DPW buidlings & Trailhead			<u>?</u>			

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