



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

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, July 15, 2021 – 7:00 p.m.
Participate Remotely Or In-Person

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:

Remote Meeting Information

Join Zoom Meeting: <https://us02web.zoom.us/j/85124691734?pwd=dnZKdnRwWHNmTW5FaGZ2TGo5RDNpdz09>
Meeting ID: 851 2469 1734 Passcode: 129620

Join By Phone: +1 312 626 6799 US (Chicago)
Meeting ID: 851 2469 1734 Passcode: 129620

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
2. MEETING MINUTES APPROVAL: June 17, 2021
3. CITIZEN INPUT / PUBLIC COMMENT
4. MEETING SUMMARIES (since last Council meeting)
 - a. 6/22 Library Board
 - b. 6/28 Emergency Response Plan Committee
 - c. 6/28 Fire / Emergency Medical Services
 - d. 7/06 Water & Light Commission
 - e. 7/12 Community Development Authority
 - f. 7/14 Cable TV Regulatory Board
 - g. 7/15 Finance, Insurance & Personnel Committee

5. CONSENT AGENDA ITEMS

a. June Reports Of City Officials And Contract Service Providers

i. Parks	iv. Public Works	vii. Water & Light Utility Commission
ii. Fire & EMS	v. Police	viii. Watertown Humane Society
iii. Building Inspections	vi. Library Board	

6. UNFINISHED BUSINESS

- a. Finance, Insurance & Personnel Committee
 - i. May 2021 Financial Statements ([Reports Available Online](#))
 1. Disbursements, \$135,626.58; Payroll, \$75,245.94 & Clerk/Treasurer's Reports
 - ii. Resolution #2021-27 Authorizing The Purchase Of A Replacement Public Works Department Mower After A 6/16 Equipment Fire Incident And Directing The Creation Of A Budget Amendment Formally Applying Contingency Dollars For The Purchase

7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS

- a. Finance, Insurance & Personnel Committee
 - i. June Financial Statements ([Reports Available Online](#))
 1. Disbursements, \$449,738.21; Payroll, \$84,026.79 & Clerk/Treasurer's Reports
 2. Treasurer's Report & Budget Reports

8. NEW BUSINESS

- i. Resolution #2021-28 Jefferson Street Engineering Services Proposal
- ii. Resolution #2021-29 County Highway Aid Petition
- iii. Resolution #2021-30 Tax Incremental Financing Developer's Performance Agreement Subordination, Hawthorn & Stone Construction Inc. Parcel: 290-0813-0644-065
- iv. Ordinance #2021-06 Amending Municipal Code Chapter 340 Article IV Utilities Relating To Wireless Communications Facilities in the Right-of-Way
- v. Jefferson County Herron Court Radio Facility Improvements, Briefing By Sheriff's Department

- vi. Council Confirmation Of Mayoral Appointment Of Michelle Soter To The Community Development Authority To Complete An Unexpired Term Ending In 2022

9. FUTURE AGENDA ITEMS, ANNUAL CALENDAR AND ANNOUNCEMENTS

10. ADJOURNMENT



Mo Hansen
Clerk/Treasurer

Posted & Emailed: 07/13/2021

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

CITY OF WATERLOO COMMON COUNCIL -- MEETING MINUTES: June 17, 2021

*** corrected 6/25/2021 ***

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Rhynes, Schoenwetter, Kuhl, Griffin, Thomas, Weihert and Petts. Absent none. Others attending remotely or in-person: **Mark Herbst**; Maureen Giese; Amber Gerber with the Courier; Library Director Kelli Mountford; Police Chief Denis Sorenson; Utility Superintendent Barry Sorenson; Fire Chief Wes Benisch; WLOO videographers; and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
2. MEETING MINUTES APPROVAL: June 3, 2021. MOTION: [Schoenwetter/Kuhl] to approve the minutes. VOICE VOTE: Motion carried with Rhynes abstaining. Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. Maureen Giese said she was upset that she had received no replies to prior Comprehensive Plan Update modifications requests. The Mayor said she has received the request, replied and indicated changes were not warranted. Giese presented a written hand-out.
4. MEETING SUMMARIES (since last Council meeting). Noted
 - a. 6/9 Cable TV Regulatory Board
 - b. 6/15 Community Development Authority
 - c. 6/17 Finance, Insurance & Personnel Committee
5. CONSENT AGENDA ITEMS. MOTION: [Weihert/Petts] to approve the consent agenda items.
 - a. May Reports Of City Officials And Contract Service Providers (1) Parks; (2) Fire & EMS; (3) Building Inspections; (4) Public Works; (5) Police; (6) Library Board; (7) Water & Light Utility Commission; (8) Watertown Humane Society.
6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Finance, Insurance Public Safety & Health Committee. MOTION: [Thomas/Petts] to table items i, ii, & iii below. VOICE VOTE: Motion carried.
 - i. May 2021 Financial Statements ([Reports Available Online](#))
 1. General Disbursements, \$135,626.58 And Payroll, \$75,245.94
 2. Treasurer's Report & Budget Reports
 - ii. Resolution #2021-23 Authorizing The Issuance of Debt To Fund 2021 Fund Expenses. MOTION: [Thomas/Schoenwetter] to approve the resolution as presented. VOICE VOTE: Motion carried.
 - iii. Purchase Of A New Scag Mower After 6/16 Equipment Fire Incident. MOTION: [Thomas/Petts] to table the item. VOICE VOTE: Motion carried.
 - b. Community Development Authority
 - i. Authorizing The Distribution Of A Request For Proposal For Economic Development Services. DISCUSSION: Petts indicated \$25,000 was in Fund 600. The Mayor requested an amendment to reference both the Mayor and Clerk/Treasurer as working with the service provider. MOTION: [Thomas/Schoenwetter] to authorize the request for proposal distribution including the Mayor's requested text. VOICE VOTE: Motion carried.
 - ii. Initiating The Statutory Process To Create A Tax Incremental District #5. DISCUSSION: Hansen noted Kuhl 6/15/2021 concerns regarding district boundaries and noted an interest from others in benefitting nearby residential areas. MOTION: [Thomas/Petts] To direct the initiation of statutory process to create a tax incremental district #5 as presented. VOICE VOTE: Motion carried.
6. NEW BUSINESS
 - i. Resolution #2021-24 Appointing Authorized Representative To File Applications For Financial Assistance From The State Of Wisconsin Environmental Improvement Fund. NOTE: The body took 6(i) and 6(ii) together. MOTION: [Thomas/Kuhl] to approve the resolution #2021-25 and #2021-26 as presented. VOICE VOTE: Motion carried.
 - ii. Resolution #2021-25 Declaration Of Official Intent To Reimburse Expenditures For Safe Drinking Water Loan Program (SDWLP) Project. See above.
 - iii. Resolution #2021-26 Authorizing The Mayor To Sign A Contract With Town & Country Engineering For The Water Booster Facilities Design Service For The DeYoung Farms Subdivision As Specified In The May 12th Development Agreement With JGP Land Development, LLC. DISCUSSION: Sorenson described the contract provided earlier in the day. It was noted that the developer was responsible for contract payment. Kuhl questioned if the

developer's payment was iron clad. Weihert asked if an escrow amount would be required. Hansen replied saying it would not. MOTION: [Thomas/Griffin] to approve the resolution as presented. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas, Weihert and Petts. Motion carried.

7. FUTURE AGENDA ITEMS, ANNUAL CALENDAR AND ANNOUNCEMENTS. None.

8. ADJOURNMENT. MOTION: Moved by Kuhl, seconded by Weihert to adjourn. VOICE VOTE: Motion carried. Approximate time: 7:35 p.m.



Attest:

Mo Hansen, Clerk/Treasurer



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
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PARKS COORDINATOR REPORT

December 2020 – April 2021

EVENTS AND HIGHLIGHTS

- SPRING CLEAN
 - 8 Individuals – Lower numbers from past years
- SUMMER CONCERT SERIES
 - Great Night and Turnout

ONGOING PROJECTS

- Lower Pavilion Work
 - Work completed to fill cracks
 - Still small leakage
- Fence Project
 - Bids Received
 - TBD – Possible start date of mid-July
- 203 East Madison – Riverside Park
 - TBD – Start of project after Adams Street complete
- Volleyball Court
 - Raising/Fill of south east corner
 - TBD – Start of project in the next couple of weeks

FINISHED PROJECTS

- ROUNDHOUSE CONCRETE

CAROUSEL

- Will be Opened for 2021 with CDC Guidelines for Amusement Rides
 - Memorial Day weekend – Official opening
 - Already opened for 4 private events
- Door to be fixed
 - Front door has become split and needs replacing

PROJECTS FOR 2020

- LIFT STATION
 - Work to be completed by Waterloo Utilities
- DUG-OUT/PRESS BOX RENOVATIONS
 - Quote received – RFP to follow
- BATHROOM RENOVATION

- Quote received for outside work and doors – Waiting on quotes for indoor areas to include stalls, toilet wares and new sink areas
- PARK FENCE RENOVATION
 - New fencing arrived – Work to be completed Spring 2021
- 203 E. MADISON STREET
 - Lot Acquisition complete – Work to be started in 2021 with other projects

DONATION CAMPAIGNS

- 50/50 RAFFLE – Friends of Firemen’s Park
 - Raffle tickets will be sold for a portion of the year – Drawing W&K Day 2021

GRANT OPPORTUNITIES

- 203 EAST MADISON STREET PROJECT
 - DNR Grants
 - River conditions and land acquisition for 203 East Madison Street
 - Land Acquisition winner
 - 2021 RTP Grant entered – Answer in August/September
 - GWHF
 - Grant received for Maunesha River Trail
 - \$100,000 – Matching Grant



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Department Activity Report – June
Call Report for the month of June

EMS Calls:

City of Waterloo	32
Township of Portland	4
2 nd Unit City of Waterloo	1
Total EMS	37

EMS & Fire Motor Vehicle Crash Calls:

City of Waterloo	1
Total MVC	1

Alarms:

City of Waterloo	2
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Fire Calls:

City of Waterloo	1
Township of Waterloo	1
Mutual Aid for Fort Atkinson	2
Mutual Aid for Watertown	2

Hazardous Condition:

City of Waterloo	0
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Weather Related Call:

Waterloo Fire District	0
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Service Calls:

City of Waterloo	3
Township of Waterloo	1
Township of Portland	1

Rescue Calls:

Township of Waterloo	0
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Total Fire 13

June Total 52

Up to Date Call Totals

Fire (Structure, Wild land, Motor Vehicle)	22
Rescue/EMS: BLS 29 ALS 20	164
Hazardous Conditions (No Fire)	4
False Alarm or Call	11
Motor Vehicle Crash	7
Service Calls	21
Rescue Calls	0
Weather Related Calls	0

Up to Date Total 229

Fire Mutual Aid Given 16 Fire Mutual Aid Received 3

2nd Out Unit 6 EMS Mutual Aid Given 2 EMS Mutual Aid Received 3 Paramedic Intercept 3

Total Personnel Response: 940 (for the month): 184

Monthly Response Time (**EMS Incidents**) **216** (From 1st page to enroute times) average **5.6** min (for the month)

Minutes Spent Responding **107** (Enroute time to on scene time) average **2.8** min (for the month)

Monthly Response Time (**FIRE Incidents**) **57** (From 1st page to enroute times) average **4.0** min (for the month)

Minutes Spent Responding **46** (Enroute time to on scene time) average **3.2** min (for the month)



WATERLOO FIRE & RESCUE
900 INDUSTRIAL LANE
WATERLOO, WISCONSIN 53594



Friday July 9th, 2021

On Monday June 7th, 2021 we had our monthly Operators training. Operators worked on hydrant hood ups with maximum water. The operators have to connect the large diameter hose up to the truck while a firefighter is connecting it to the hydrant. Then they flow as much water as they can while watching the intake not to collapse a water main. The members have to watch the gauges and listen to the truck, if we would loss the water source firefighter lives and civilian lives would be in more danger.

On Monday June 14th, 2021 we had our monthly EMS training. Aurora Summit with our medical director came out to complete our required quarterlies. Every quarter we have to complete our critical skills with the medical director and Aurora staff. Things we have to cover is pit crew CPR, medications, airways and fluid replacement.

On Monday June 21st, 2021 we had our monthly Fire training. Training was on 2 min on scene drills and hydrofusion. The 2 min drills are where we have 6 on the engine, every member has the assigned duty. This is getting water, going in to fight the fire, going in to complete a search and rescue and getting ladders on the building if they are needed. The hydrofusions are a new tool for us. These are used to lift objects and stabilize at the same time.

Sincerely,

Chief Wesley Benisch
Waterloo Fire Department
900 Industrial Ln.
Waterloo WI 53594
920-478-2535
wbenisch@waterloofd.com



Invoice

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CITY OF WATERLOO
136 N MONROE STREET
Waterloo, WI 53594-1198

Invoice Number: 0078727-IN

Invoice Date: 06/30/21

Terms: Net 30 Days

Due Date: 07/30/21

Salesperson: 0000

Customer Number: 11-WATERL2

Customer P.O.:

WI - Invoicing

Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
Permit # 21WTRC-0100-21-05PLOS	299 Van Buren Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water L	60.00	06/01/21	60.00	36.00
21WTRC-0100-21-05PLOS Subtotal				36.00
Permit # 21WTRC-0102-21-05PLOS	164 South Washington Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water L	60.00	06/01/21	60.00	36.00
21WTRC-0102-21-05PLOS Subtotal				36.00
Permit # 21WTRC-0103-21-06H	500 Riverside Drive, Waterloo, WI 53594			HVAC Permit
HVAC- Replacement & Misc. lte	95.00	06/02/21	60.00	57.00
21WTRC-0103-21-06H Subtotal				57.00
Permit # 21WTRC-0104-21-06BE	545 Pierce Street, Waterloo, WI 53594			Accessory Structure (Residential)
Electrical- New Building/Addition	67.00	06/03/21	60.00	40.20
Accessory Structure- Residential	84.00	06/03/21	60.00	50.40
21WTRC-0104-21-06BE Subtotal				90.60
Permit # 21WTRC-0105-21-06B	611 Lincoln Street, Waterloo, WI 53594			Residential Alteration
Remodel- Residential	90.00	06/08/21	60.00	54.00
21WTRC-0105-21-06B Subtotal				54.00
Permit # 21WTRC-0106-21-06P	408 North Monroe Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water L	60.00	06/09/21	60.00	36.00
21WTRC-0106-21-06P Subtotal				36.00
Permit # 21WTRC-0107-21-06P	448 West Polk Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water L	60.00	06/09/21	60.00	36.00
21WTRC-0107-21-06P Subtotal				36.00
Permit # 21WTRC-0108-21-06BE	100 McKay Way, Waterloo, WI 53594			Pool/Hot Tub (Residential Misc)
Pool Permit	85.00	06/10/21	60.00	51.00
Electrical- Replacement & Misc.	50.00	06/10/21	60.00	30.00
21WTRC-0108-21-06BE Subtotal				81.00
Permit # 21WTRC-0109-21-06BEPH	675-677 Julia Way, Waterloo, WI 53594			SINGLE FAMILY DWELLING
Electrical- New Building/Addition	307.35	06/10/21	60.00	184.41
HVAC- New Building/Addition/Alt	307.35	06/10/21	60.00	184.41

Continued

Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
State Seal Fee	41.00	06/10/21	60.00	24.60
Residential New Dwelling/Additc	1,001.70	06/10/21	60.00	601.02
Occupancy Permit- Residential	120.00	06/10/21	60.00	72.00
Plumbing- New Building/Additior	307.35	06/10/21	60.00	184.41
21WTRC-0109-21-06BEPH Subtotal				1,250.85
Permit # 21WTRC-0110-21-06BEPH	679-681 Julia Way, Waterloo, WI 53594			SINGLE FAMILY DWELLING
Plumbing- New Building/Additior	307.35	06/10/21	60.00	184.41
Occupancy Permit- Residential	120.00	06/10/21	60.00	72.00
Residential New Dwelling/Additc	1,001.70	06/10/21	60.00	601.02
State Seal Fee	41.00	06/10/21	60.00	24.60
HVAC- New Building/Additon/Alt	307.35	06/10/21	60.00	184.41
Electrical- New Building/Additon,	307.35	06/10/21	60.00	184.41
21WTRC-0110-21-06BEPH Subtotal				1,250.85
Permit # 21WTRC-0111-21-06BEPH	655-657 McKay Way, Waterloo, WI 53594			SINGLE FAMILY DWELLING
Occupancy Permit- Residential	120.00	06/10/21	60.00	72.00
Plumbing- New Building/Additior	308.84	06/10/21	60.00	185.30
Electrical- New Building/Additon,	308.84	06/10/21	60.00	185.30
HVAC- New Building/Additon/Alt	308.84	06/10/21	60.00	185.30
State Seal Fee	41.00	06/10/21	60.00	24.60
Residential New Dwelling/Additc	1,007.37	06/10/21	60.00	604.42
21WTRC-0111-21-06BEPH Subtotal				1,256.92
Permit # 21WTRC-0112-21-06BEPH	659-661 McKay Way, Waterloo, WI 53594			SINGLE FAMILY DWELLING
Plumbing- New Building/Additior	308.84	06/10/21	60.00	185.30
Occupancy Permit- Residential	120.00	06/10/21	60.00	72.00
Residential New Dwelling/Additc	1,007.37	06/10/21	60.00	604.42
State Seal Fee	41.00	06/10/21	60.00	24.60
HVAC- New Building/Additon/Alt	308.84	06/10/21	60.00	185.30
Electrical- New Building/Additon,	308.84	06/10/21	60.00	185.30
21WTRC-0112-21-06BEPH Subtotal				1,256.92
Permit # 21WTRC-0114-21-06BEP	413 East Madison Street, Waterloo, WI 53594			Commercial Alteration
Electrical- Replacement & Misc.	55.00	06/10/21	60.00	33.00
Remodel- Commercial	341.66	06/10/21	60.00	205.00
Plumbing- Replacement & Misc.	55.00	06/10/21	60.00	33.00
21WTRC-0114-21-06BEP Subtotal				271.00
Permit # 21WTRC-0116-21-06B	513 Cleveland Street, Waterloo, WI 53594			Accessory Structure (Residenti
Accessory Structure- Residentia	60.00	06/18/21	60.00	36.00
21WTRC-0116-21-06B Subtotal				36.00
Permit # 21WTRC-0117-21-06P	1214 OAK ST, WATERLOO, WI 53594			Plumbing Permit
Plumbing- Replacement & Misc.	127.85	06/22/21	60.00	76.71
21WTRC-0117-21-06P Subtotal				76.71
Permit # 21WTRC-0118-21-06P	270 North Monroe Street, Waterloo, WI 53594			Plumbing Permit
New Home OS Sewer & Water L	60.00	06/25/21	60.00	36.00
21WTRC-0118-21-06P Subtotal				36.00

Continued



CITY OF WATERLOO

Invoice Number: 0078727-IN

Invoice Date: 06/30/21

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Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
Permit # 21WTRC-0119-21-06P				
New Home OS Sewer & Water L	60.00	06/25/21	60.00	36.00
21WTRC-0119-21-06P Subtotal				36.00
Permit # 21WTRC-PR00001				
Building Plan Review Fees	300.00	06/11/21	90.00	270.00
Plan Entry Fee	100.00	06/11/21	90.00	90.00
21WTRC-PR00001 Subtotal				360.00

WI - Invoicing

Summary Fee Type		
ItemCode	Description	Amount
/PERMITS	Building Permits	5,897.85
/PLAN REVIEW	Plan Review Services	360.00
Total		6,257.85

Please remit to: SAFEbuilt, LLC Lockbox# 88135
P.O. Box 88135, Chicago, IL, 60680-1135

Net Invoice:	6,257.85
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	6,257.85

Machinery and Equipment Maintenance

JUNE

2021

		Mileage / Hours			TTI Fuel	GPH
DPW Equipment		Start	End	Total		
End loader	544	3950	3957	7	34.559	0.20
John Deere Tractor	2555	4749	4753	4	6.084	0.66
Wood Chipper		2842	2849	7	40.194	0.17
John Deere Lawn Tractor	1025	152	152	0	51.034	0.96
John Deere	X750	1569	1608	39	51.034	0.96
John Deere	X750-1	1373	1383	10	51.034	0.96
Wacker Roller		413	413	0	0	#DIV/0!
2010 International Truck	#1	23342	23597	255	58.95	4.33
2020 International Truck	#2	4298	4341	43	0	#DIV/0!
	#3	0	0	0	0	#DIV/0!
2017 Chevrolet Truck	#4	43093	43448	355	73.088	4.86
2018 Freightliner Truck	#5	10174	10232	58	34.6	1.68
2006 Elgin Pelican Street Sweeper		9891	9891	0	0	#DIV/0!
2011 Ford F-550 Truck	#6	39064	39212	148	87.128	1.70
2015 Freightliner Truck	#7	12766	12991	225	72.912	3.09
Bobcat Loader		623	624	1	0	#DIV/0!

MONTHLY TIME REPORT

2021

JUNE

JOB	DPW	Chad	Ryan	Chris	Travis
Police Adm		0	0	0	0
Fire Dept		0	1	0	1
Mach/Equip		17	49	34	18
Garage/Shed		17.5	9	5	31
Meeting/Seminars		2.5	0.5	2	0
Street Repair/Maintenance		32	9	27	4
Street Cleaning		0	2	0	0
Snow & Ice	Reg Hrs	0	0	0	0
	OT Hrs	0	0	0	0
Storm Sewer		13	0	10	0
Traffic Control		0	0	0	0
Bridges/Culvers		0	0	0	0
Tree/Brush		0	29	7	29.5
Refuse Collection		11	15.75	4	13
Sanitary Sewer		0	0	0	0
Insect Control		0	0.25	0	0
Animal Control		0	2	0	0
Cemetary		0	2	0	11
Library		0	11	1	2
Firemans Park		38	12	31	2
Other Parks		21.5	20.5	24	22.5
Trail Head		0	7	3	5.5
Celeb/Enter		0	0	0	0
Weed Control		12.5	5	9	0
Vac/Holiday/SL		19.5	10	18	36.5

WATERLOO POLICE DEPARTMENT

Report For Month Of June

COMPLAINTS

Family:	52
Off Road Vehicles:	0
Vandalism:	1
Minor Theft - Less Than \$500:	0
Major Theft - More Than \$500:	3
Burglary:	0
Doors Found Open:	10
Animal Case:	4
Late Bar Closing:	0
Alarms:	1
Lous Music/Parties:	4
Tavern Complaints:	0
Prowler Complaints:	0
Battery To Person:	0
Domestic Abuse:	0
Sexual Assault:	1
Runaways:	0
Worthless Checks:	0
All Other Complaints:	52
<u>TOTAL COMPLAINTS</u>	128

INQUIRIES/CHECKS

Registration Checks:	841
Drivers License Checks:	282
NCIC/CIB/VIN Checks:	9
Check Welfare:	3
<u>TOTAL INQUIRIES/CHECKS</u>	1135

ACCIDENTS

More Than \$1,000:	1
Less Than \$1,000:	3
Pedestrian Accidents:	0
Bicycle Accidents:	0
Victims Injured:	0
Victims Killed:	0
<u>TOTAL ACCIDENTS</u>	4

ASSISTS

Assist Jefferson County:	4
Assist Dodge County:	1
Assist Dane County:	2
Assist Marshall Police:	4
Assist Fire/Rescue:	31
Assist Other Agencies:	8
Assist Public:	118
Assist With Escort:	0
Assist All Other:	13
<u>TOTAL ASSISTS</u>	181

MISCELLANEOUS

Investigations/Followups:	69
Traffic Control:	4
Radar Operations:	129
Special Assignment:	6
Speech/Presentations:	0
Serve Papers:	0
Other Miscellaneous:	1
<u>TOTAL MISCELLANEOUS</u>	209

WATERLOO POLICE DEPARTMENT

Report For Month Of June

TRAFFIC VIOLATIONS

	WARNINGS	ARRESTS
Speeding:	13	3
Too Fast For Conditions:	2	0
Innattentive Driving:	0	1
Failure To Yield:	1	0
Stop Sign Violation:	15	5
Illegal Passing:	2	7
No Drivers License:	3	6
Illegal Parking:	3	20
Left Of Highway:	0	0
Operate While Intoxicated:	0	2
Unregistered Vehicle:	5	1
Driving Suspended/Revoked:	0	5
Hit And Run:	0	0
Illegal U-Turn:	2	0
Following Too Close:	0	0
Seatbelt Violation:	0	0
Off Road Vehicles:	0	0
Power Display:	0	0
Equipment Violations:	16	2
All Other Traffic:	13	8

MISDEMEANOR/CRIMINAL

	WARNINGS	ARRESTS
Disorderly Conduct:	0	0
Underage Alcohol:	0	0
Warrants:	0	1
Theft:	0	0
Trespassing:	0	0
Breaking & Entering:	0	0
Vandalism:	0	0
All Other Misd/Criminal:	10	1

WARNINGS

ARRESTS

TOTALS

85

62

Hourly Breakdown

Patrol:	553.25
Investigations:	55.20
Radar:	92.50
Court Appearances:	4.00
Office:	211.85
Special Duties:	10.00
Schools/Training:	67.75
On Call:	0.00

TOTAL:

994.55

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2021

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
No Category						
	Blank Description	0	0	1	1	2
	Total for No Category:	0	0	1	1	2
ASSIST						
	Assist Business	0	0	0	0	1
	Assist Citizen	2	2	10	4	21
	Assist Dane County Sheriff	0	1	2	1	4
	Assist Dodge County Sheriff	1	1	8	2	12
	Assist Jefferson County Sheriff	2	0	5	0	1
	Assist Marshall PD	4	0	11	4	18
	Assist Probation/Parole	0	0	0	1	6
	Assist Social Services	0	0	2	1	12
	Assist Watertown PD	0	0	1	0	1
	Civil Dispute	0	0	1	0	0
	Custody for Other Department	0	0	4	0	2
	EMS Calls	0	0	0	0	3
	Neighbor Problems	0	0	1	0	1
	Other Mutual Aid Assists	1	0	3	0	2
	Probation/Parole Check Ins	0	0	0	1	3
	Total for ASSIST:	10	4	48	14	87
CRIMINAL						
	Bail Jumping/Escapes	0	0	0	0	1
	Burglary - Attempted Residential	0	0	1	0	1
	Burglary - Residential/Forced	0	1	1	0	0
	Burglary - Residential/No Force	0	0	0	0	3
	Computer Crimes	0	0	1	0	1
	Criminal Damage To Property/vandalism	2	0	5	1	12
	Disorderly Conduct - All Other	0	1	3	1	16
	Disorderly Conduct - Fight, Disturbance	0	1	1	0	5
	Domestic Disturbance	0	1	5	3	18
	Domestic Offense - Spousal Abuse/Fights	0	0	1	0	5
	Drug Investigations	1	0	1	0	8
	Drug Possession	0	1	2	0	4
	Endanger Safety/Reckless Behavior	0	0	0	0	1
	Fraud	0	1	2	0	15
	Harass/Intimidate Victim or Witness	0	0	0	0	2
	Harassment - Harassing Telephone Calls	0	1	1	0	4
	Harassment - Threats	1	0	3	2	5
	Indecent Language/Conduct	0	1	1	0	0
	Interfere with Child Custody	0	0	0	0	1
	Operate Vehicle Without Owner's Consent	0	0	0	2	5

Monthly Incident Comparison Report

Page: 2

Report Criteria:

Current Month: 6/2021

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
CRIMINAL						
	Other Sex Offenses	1	1	3	0	5
	Probation/Parole Violation	0	0	1	0	1
	Robbery - Armed	0	0	1	0	0
	Simple Battery	0	0	2	0	0
	Theft - All Other	0	2	7	2	13
	Theft - From Building	0	0	0	0	4
	Theft - From a Motor Vehicle	2	1	3	0	7
	Theft - Motor Vehicle Parts/Accessories	1	2	5	0	2
	Theft - Retail/Shoplifting	0	1	3	2	8
	Trespassing	0	0	0	0	1
	Violation of Court/Restraining Order	0	0	0	0	1
	Worthless Checks - Less Than \$1000	0	0	0	1	1
	Total for CRIMINAL:	8	15	53	14	150
ORDINANCE						
	Abandoned Property/Vehicle Violation	0	0	0	1	2
	All-Terrain Vehicle Violation	0	1	2	0	2
	Animal Bite	0	0	7	1	6
	Animal Licensing/Shots/Etc.	0	0	0	1	1
	Animal Running at Large	0	0	1	0	1
	Curfew	0	0	0	0	2
	Disturbance	1	2	5	0	2
	Fireworks Violation	0	0	0	0	0
	Illegal Dumping	0	0	0	0	1
	Littering Violation	1	0	1	0	0
	Loitering	0	0	0	0	1
	Municipal Code Violation	0	0	1	0	0
	Possession of Tobacco by Minor	0	1	4	0	0
	Public Nuisance Violations	0	0	0	0	1
	Truancy	0	0	0	0	2
	Under Age Drinking - Adult (18-21)	0	2	2	0	0
	Under Age Drinking - Minor (Under 18)	0	0	0	0	1
	Total for ORDINANCE:	2	6	23	3	22
Other						
	Investigation/Take Report	0	1	2	0	1
	Other Animal Calls - Dead, Etc.	0	1	4	1	4
	Receive Information	4	1	8	0	11
	Total for Other:	4	3	14	1	16
SERVICE						
	911 Disconnect (Hang-Up)	0	0	0	0	1
	Death Investigation	0	1	1	0	4

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2021

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
SERVICE						
	Emergency Detention/Detoxification	0	0	0	0	4
	Found Items/Property	0	0	0	1	4
	Missing Juvenile	1	0	2	0	1
	Other Service	0	0	1	0	1
	Runaway Juvenile	0	0	0	0	2
	Suspicious Person/Activity, Prowler	0	0	3	1	7
	Uncontrollable Juvenile	0	1	1	0	6
	Warrant Pickup - Other Agency	0	0	1	0	2
	Warrant Pickup - Waterloo	1	0	1	1	2
	Welfare Check	0	3	8	1	14
	Total for SERVICE:	2	5	18	4	48
TRAFFIC						
	Disobey Sign/Marker	0	0	1	0	1
	Driver's License Violations (Ex OAS/OAR)	1	1	3	2	17
	Driving Complaint	0	0	0	0	1
	Eluding Police Officer	0	0	1	1	1
	Illegal Turns	0	0	0	0	2
	Inattentive Driving	1	0	1	0	0
	License/Permit Violation	1	0	2	0	1
	Motor Vehicle Insurance Violation	1	1	10	0	15
	OAS/OAR/Other License Violations	6	11	30	3	20
	Open Intoxicants - Driver	0	0	0	0	1
	Operate Motor Vehicle While Intoxicated	1	3	7	0	12
	Other Traffic Violations	0	0	9	0	2
	Parking Violation	0	0	0	1	18
	Registration/Title Violation	0	1	5	0	6
	Required Stop Violation - RR, Etc.	0	0	1	0	0
	Seatbelt Violation	0	0	2	0	0
	Speeding - School Zone	1	0	1	0	1
	Speeding Violation	2	10	28	2	36
	Stop Sign/Signal Violation	2	4	7	0	6
	Tow Vehicle	0	0	0	0	1
	Traffic Accident - Hit and Run (Damage)	0	1	2	1	6
	Traffic Accident - Hit and Run (Injury)	0	0	1	0	0
	Traffic Accident - Non-Reportable	2	0	3	2	8
	Traffic Accident - Personal Injury	1	2	3	0	1
	Traffic Accident - Property Damage	0	1	7	0	20
	Traffic Obstruction/Debris on Highway	0	0	0	0	1
	Vehicle Equipment Violation - Lights	0	0	3	0	2
	Vehicle Equipment Violation - Other	0	0	0	0	3

Monthly Incident Comparison Report

Report Criteria:

Current Month: 6/2021

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
TRAFFIC						
	Warning - 5 Day Equipment Violation	0	0	2	0	0
	Total for TRAFFIC:	19	35	129	12	182
	Grand Totals:	45	68	286	49	507

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name		Ticket	Officer/Court Type
06/14/21	ROEHL,CHRISTOPHER,C	DOB: 06/22/84	No: T-BC845155-3	COFFREN,JARED
9:30 AM	321 S MAIN ST # 38	Age: 36	Issued: 05/31/21	JEFFERSON CO CIRCUIT CT
	LAKE MILLS WI, 53551		Inc #: 21-000245	

Charge	Description	Fine	Collected
346.63(1)(A)	OWI (4TH)	\$0.00	\$0.00

06/15/21	PLUIM,MCKENZIE,E	DOB: 03/15/05	No: C-1F8172BC4X	
10:45 AM	219 S SPRING ST	Age: 16	Issued: 05/02/21	
	COLUMBUS WI, 53925		Inc #: 21-000175	

Comments: OFFICER: BADGE #: 15, NAME: JARED R COFFREN

Charge	Description	Fine	Collected
125.07(4)(B)	UNDERAGE DRINKING-POSSESS-14-16	\$55.00	\$0.00

06/15/21	BLUNDELL,TESS,E	DOB: 06/10/06	No: C-1F817FFPF6	BOLLIG,RANDY,P
10:45 AM	1238 CHESTNUT ST	Age: 14	Issued: 05/07/21	JEFFERSON CO JUV COURT
	WATERLOO WI, 53594		Inc #: 21-000184	

Charge	Description	Fine	Collected
165-2B(3)	UNDERAGE POSSESSION OF TOBACCO PRODUCTS	\$45.00	\$0.00

06/15/21	SEBERO,NATASHA,LYNN	DOB: 03/22/06	No: C-1F80PBQ6S8	COFFREN,JARED
10:45 AM	217 VAN BUREN STREET	Age: 15	Issued: 05/09/21	JEFFERSON CO JUV COURT
	WATERLOO WI, 53594		Inc #: 21-000195	

Charge	Description	Fine	Collected
278-1-943.50(4)(A)	SHOPLIFTING/RETAIL THEFT	\$75.00	\$0.00

06/15/21	DI LORENZO,HANNAH,LYNN	DOB: 02/18/00	No: T-BF358538-5	
11:00 AM	624 KNOWLTON ST #4	Age: 21	Issued: 03/12/21	
	WATERLOO WI, 535941473		Inc #: 21-000166	

Comments: OFFICER: BADGE #: 15, NAME: JARED R COFFREN

Charge	Description	Fine	Collected
347.06(3)	UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	\$162.70	\$0.00

06/15/21	MCCARTHY,RACHEL,ANN	DOB: 05/03/81	No: T-AD311932-5	
11:00 AM	275 1/2 KNOWLTON ST	Age: 40	Issued: 05/25/21	
	WATERLOO WI, 53594		Inc #: 21-000229	

Comments: OFFICER: BADGE #: 15, NAME: JARED R COFFREN

Charge	Description	Fine	Collected
346.46(1)	FAIL/STOP AT STOP SIGN	\$175.30	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	DOB	Ticket	Officer/Court Type
06/15/21	STARK,BRIAN,L	DOB: 02/13/74	No: T-BF358544-4	
11:00 AM	W11720 2ND ST	Age: 47	Issued: 04/28/21	
	WATERLOO WI, 53594		Inc #: 21-000163	

Comments: OFFICER: BADGE #: 15, NAME: JARED R COFFREN

Charge	Description	Fine	Collected
346.70(1)	FAILURE OF OPERATOR TO NOTIFY POLICE OF ACCIDENT	\$389.50	\$0.00

06/15/21	ACOSTA,BALTAZAR	DOB: 01/06/71	No: T-AD311925-5	COFFREN,JARED
11:00 AM	3691 T-BIRD WAY	Age: 50	Issued: 05/21/21	JEFFERSON CO CIRCUIT CT
	COTTAGE GROVE WI, 53527		Inc #: 21-000218	

Charge	Description	Fine	Collected
343.44(1)(B)	OPERATING WHILE REVOKED (FORFEITURE)	\$200.50	\$0.00

06/15/21	ACOSTA,BALTAZAR	DOB: 01/06/71	No: T-AD311926-6	COFFREN,JARED
11:00 AM	3691 T-BIRD WAY	Age: 50	Issued: 05/21/21	JEFFERSON CO CIRCUIT CT
	COTTAGE GROVE WI, 53527		Inc #: 21-000218	

Charge	Description	Fine	Collected
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00

06/15/21	AYALA,APRIL	DOB: 06/26/89	No: T-BF358542-2	COFFREN,JARED
11:00 AM	1153 BOUGHTON ST # 20E	Age: 31	Issued: 03/24/21	JEFFERSON CO CIRCUIT CT
	WATERTOWN WI, 53094		Inc #: 21-000169	

Charge	Description	Fine	Collected
344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE	\$10.00	\$0.00

06/15/21	BENA VIDEZ RODRIGUEZ,WILVER,F	DOB: 11/03/89	No: T-BF359041-4	COFFREN,JARED
11:00 AM	508 1/2 N MONROE STREET	Age: 31	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000204	

Charge	Description	Fine	Collected
343.05(3)(A)	OPERATE W/O VALID LICENSE (1ST VIOLATION)	\$200.50	\$0.00

06/15/21	BENA VIDEZ RODRIGUEZ,WILVER,F	DOB: 11/03/89	No: T-BF359042-5	COFFREN,JARED
11:00 AM	508 1/2 N MONROE STREET	Age: 31	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000204	

Charge	Description	Fine	Collected
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type
06/15/21	BENAVIDEZ RODRIGUEZ,WILVER,F	No: T-BF359043-6	COFFREN,JARED
11:00 AM	508 1/2 N MONROE STREET	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594	Inc #: 21-000204	
Charge	Description	Fine	Collected
341.15(3)(A)	IMPROPER DISPLAY OF LICENSE PLATE/TAG/DECAL	\$150.10	\$0.00

06/15/21	BORDE,JACOB,ROBERT	DOB: 01/08/02	No: T-BF359038-1	CULLEN,NATHANIEL,J
11:00 AM	590 RIVER RD # 3	Age: 19	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	COLUMBUS WI, 53925		Inc #: 21-000202	
Charge	Description	Fine	Collected	
346.63(1)(A)	OPERATING WHILE UNDER THE INFLUENCE	\$937.50	\$0.00	

06/15/21	BORDE,JACOB,ROBERT	DOB: 01/08/02	No: T-BF359039-2	CULLEN,NATHANIEL,J
11:00 AM	590 RIVER RD # 3	Age: 19	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	COLUMBUS WI, 53925		Inc #: 21-000202	
Charge	Description	Fine	Collected	
346.63(1)(B)	OPERATING W/PAC (1ST)	\$937.50	\$0.00	

06/15/21	BORDE,JACOB,ROBERT	DOB: 01/08/02	No: T-BF359040-3	CULLEN,NATHANIEL,J
11:00 AM	590 RIVER RD # 3	Age: 19	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	COLUMBUS WI, 53925		Inc #: 21-000202	
Charge	Description	Fine	Collected	
346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	\$175.30	\$0.00	

06/15/21	BREY,THOMAS,S	DOB: 04/15/00	No: C-1F8172BC55	WORZALLA,GREGORY,S
11:00 AM	506 E MADISON ST	Age: 21	Issued: 05/22/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000221	
Charge	Description	Fine	Collected	
350-13(1)(D)(G)3		\$175.30	\$0.00	

06/15/21	BROWN,DAEQUAN,MALIK	DOB: 01/25/96	No: T-AD311923-3	WARNER,DAVID,N
11:00 AM	1727 31ST ST # 1	Age: 25	Issued: 05/21/21	JEFFERSON CO CIRCUIT CT
	KENOSHA WI, 53140		Inc #: 21-000217	
Charge	Description	Fine	Collected	
343.44(1)(B)	OPERATING WHILE REVOKED (FORFEITURE)	\$200.50	\$0.00	

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type	
06/15/21	BROWN,DAEQUAN,MALIK	DOB: 01/25/96	No: T-AD311924-4	WARNER,DAVID,N
11:00 AM	1727 31ST ST # 1	Age: 25	Issued: 05/21/21	JEFFERSON CO CIRCUIT CT
	KENOSHA WI, 53140		Inc #: 21-000217	
Charge	Description	Fine	Collected	
341.03(1)	OPERATE AFTER REV/SUSP OF REGISTRATION	\$175.30	\$0.00	

06/15/21	CISNEROS MENDOZA,SANDRA	DOB: 02/04/95	No: T-BF359025-2	BRICKEY,BENJAMIN,I
11:00 AM	244 EDISON ST	Age: 26	Issued: 05/03/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000176	
Charge	Description	Fine	Collected	
*346.57(5)	SPEED IN EXCESS OF POSTED	\$175.30	\$0.00	

06/15/21	CLAEYS,CODY,E	DOB: 07/05/86	No: C-1F8172BC51	COFFREN,JARED
11:00 AM	224 S WASHINGTON ST	Age: 34	Issued: 05/23/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000222	
Charge	Description	Fine	Collected	
278-1-947.01	DISORDERLY CONDUCT	\$263.50	\$0.00	

06/15/21	COWARD,TERRY,E	DOB: 03/08/82	No: T-BF359036-6	COFFREN,JARED
11:00 AM	1006 STATE ROAD 19	Age: 39	Issued: 05/14/21	JEFFERSON CO CIRCUIT CT
	MARSHALL WI, 53559		Inc #: 21-000200	
Charge	Description	Fine	Collected	
341.04(1)	NON-REGISTRATION OF AUTO, ETC	\$175.30	\$0.00	

06/15/21	FRANKEY,MATTHEW,D	DOB: 11/18/68	No: T-BF359037-0	COFFREN,JARED
11:00 AM	4602 GORDON AVE	Age: 52	Issued: 05/14/21	JEFFERSON CO CIRCUIT CT
	MONONA WI, 53716		Inc #: 21-000201	
Charge	Description	Fine	Collected	
341.04(1)	NON-REGISTRATION OF AUTO, ETC	\$175.30	\$0.00	

06/15/21	GOMEZ HERRADA,JESUS	DOB: 03/01/61	No: T-BF359028-5	COFFREN,JARED
11:00 AM	526 MERRRICK ROAD	Age: 60	Issued: 05/08/21	JEFFERSON CO CIRCUIT CT
	MARSHALL WI, 53559		Inc #: 21-000186	
Charge	Description	Fine	Collected	
346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	\$175.30	\$0.00	

06/15/21	GONZALEZ ZARATE,CESAR	DOB: 10/10/94	No: T-BF359034-4	COFFREN,JARED
11:00 AM	N918 COUNTY ROAD I	Age: 26	Issued: 05/14/21	JEFFERSON CO CIRCUIT CT
	WATEROO WI, 53594		Inc #: 21-000199	
Charge	Description	Fine	Collected	
343.05(3)(A)	OPERATE W/O VALID LICENSE (1ST VIOLATION)	\$200.50	\$0.00	

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type
06/15/21	GONZALEZ ZARATE,CESAR	DOB: 10/10/94	COFFREN,JARED
11:00 AM	N918 COUNTY ROAD I WATEROO WI, 53594	No: T-BF359035-5 Age: 26 Issued: 05/14/21 Inc #: 21-000199	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00

06/15/21	GRANKE,MATTHEW,B	DOB: 09/27/82	WARNER,DAVID,N
11:00 AM	330 E TYRANENA PARK RD # 2 LAKE MILLS WI, 53551	No: T-BF359021-5 Age: 38 Issued: 04/29/21 Inc #: 21-000161	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
346.46(1)	FAIL/STOP AT STOP SIGN	\$175.30	\$0.00

06/15/21	HERNANDEZ NEGRON,JOSUE	DOB: 02/20/88	COFFREN,JARED
11:00 AM	311 OLSON COURT STOUGHTON WI, 53589	No: T-AD311931-4 Age: 33 Issued: 05/24/21 Inc #: 21-000226	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	\$175.30	\$0.00

06/15/21	JAMES,ZACHARY,JUSTIN	DOB: 07/05/93	COFFREN,JARED
11:00 AM	118 W MADISON APT B WATERLOO WI, 53594	No: T-BF358549-2 Age: 27 Issued: 04/14/21 Inc #: 21-000223	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
347.06(3)	UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	\$162.70	\$0.00

06/15/21	JUISTO,TREVOR,SCOTT	DOB: 04/27/00	THOM,TRACY
11:00 AM	300 FRANCES LN WATERLOO WI, 53594	No: T-AD311928-1 Age: 21 Issued: 05/22/21 Inc #: 21-000220	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
343.44(1)(A)	OPERATING WHILE SUSPENDED	\$200.50	\$0.00

06/15/21	KJALDGAARD,KAELIN,J	DOB: 01/21/98	COFFREN,JARED
11:00 AM	813 GROVE ST SUN PRAIRIE WI, 53590	No: C-1F817FFPF8 Age: 23 Issued: 05/08/21 Inc #: 21-000188	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
961.573(1)	Possess Drug Paraphernalia	\$200.50	\$0.00

06/15/21	KOPELKE,CASSIE,M	DOB: 12/20/87	COFFREN,JARED
11:00 AM	N8446 COUNTY ROAD O WATERLOO WI, 53594	No: T-AD311929-2 Age: 33 Issued: 04/01/21 Inc #: 21-000224	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected
347.06(3)	UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	\$162.70	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type
06/15/21	KOPELKE,CASSIE,M	DOB: 12/20/87	COFFREN,JARED
11:00 AM	N8446 COUNTY ROAD O	No: T-AD311930-3	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594	Issued: 04/01/21	
		Inc #: 21-000224	
Charge	Description	Fine	Collected
TR305.34(3)	CRACKED/DAMAGED VEHICLE WINDSHIELD	\$175.30	\$0.00

06/15/21	LANIGAN,SEAN,M	DOB: 05/26/65	COFFREN,JARED
11:00 AM	421 INDIAN HILLS DR	No: T-BF359046-2	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594	Issued: 05/19/21	
		Inc #: 21-000213	
Charge	Description	Fine	Collected
346.46(1)	FAIL/STOP AT STOP SIGN	\$175.30	\$0.00

06/15/21	LAUERSDORF,MITCHELL,ALLEN	DOB: 01/10/00	COFFREN,JARED
11:00 AM	N1854 S KOHN RD	No: C-1F8172BC52	JEFFERSON CO CIRCUIT CT
	REESEVILLE WI, 53579	Issued: 05/23/21	
		Inc #: 21-000222	
Charge	Description	Fine	Collected
278-1-947.01	DISORDERLY CONDUCT	\$263.50	\$0.00

06/15/21	LUZVELAZQUEZ,JAIME	DOB: 05/23/81	COFFREN,JARED
11:00 AM	1922 ELIZABETH ST	No: T-BF359033-3	JEFFERSON CO CIRCUIT CT
	JANESVILLE WI, 53548	Issued: 05/13/21	
		Inc #: 21-000197	
Charge	Description	Fine	Collected

06/15/21	MARTINEZ,KAROLINA,ESTELA	DOB: 02/19/01	COFFREN,JARED
11:00 AM	2418 WINNEBAGO ST # 210	No: T-BF359044-0	JEFFERSON CO CIRCUIT CT
	MADISON WI, 53704	Issued: 05/16/21	
		Inc #: 21-000209	
Charge	Description	Fine	Collected
341.04(1)	NON-REGISTRATION OF AUTO, ETC	\$175.30	\$0.00

06/15/21	MCDONALD,CARMEN,PAIGE	DOB: 08/30/01	BRICKEY,BENJAMIN,I
11:00 AM	1306 DOUGLAS AVE	No: T-BF359032-2	JEFFERSON CO CIRCUIT CT
	WATERTOWN WI, 53098	Issued: 05/10/21	
		Inc #: 21-000194	
Charge	Description	Fine	Collected
346.57(5)	EXCEEDING SPEED ZONES, ETC. (11-15 MPH)	\$175.30	\$0.00

06/15/21	MEIER,BOWEN,JEFFREY	DOB: 08/23/01	CULLEN,NATHANIEL,J
11:00 AM	306 SOUTH ST	No: C-1F817FFPFJ	JEFFERSON CO CIRCUIT CT
	FALL RIVER WI, 53932	Issued: 05/15/21	
		Inc #: 21-000202	
Charge	Description	Fine	Collected
125.07(4)(B)	UNDERAGE DRINKING-POSSESS-17-20	\$263.50	\$0.00

Court Calendar Report

Report Criteria:

Start Date		End Date	Officer		Court Type
06/01/2021		06/30/2021	ALL		ALL
Court Date	Name		Ticket		Officer/Court Type
06/15/21	MEZA,GUSTAVO, III	DOB: 10/28/96	No: T-AD311927-0		COFFREN,JARED
11:00 AM	299 VAN BUREN ST WATERLOO WI, 53594	Age: 24	Issued: 05/22/21 Inc #: 21-000219		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		346.46(1)	FAIL/STOP AT STOP SIGN		\$175.30 \$0.00
06/15/21	MILLER,CODELL,N	DOB: 10/23/90	No: T-BF359029-6		COFFREN,JARED
11:00 AM	307 1/2 MONTOMERY STREET WATERTOWN WI, 53098	Age: 30	Issued: 05/08/21 Inc #: 21-000187		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)		\$200.50 \$0.00
06/15/21	MILLER,CODELL,N	DOB: 10/23/90	No: T-BF359030-0		COFFREN,JARED
11:00 AM	307 1/2 MONTOMERY STREET WATERTOWN WI, 53098	Age: 30	Issued: 05/08/21 Inc #: 21-000187		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		343.44(1)(B)	OPERATING WHILE REVOKED (FORFEITURE)		\$200.50 \$0.00
06/15/21	NEAVE AGUILAR,BRIAN	DOB: 10/12/99	No: T-AD311922-2		WORZALLA,GREGORY,S
11:00 AM	469 E MADISON ST WATERLOO WI, 53594	Age: 21	Issued: 05/08/21 Inc #: 21-000189		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		343.05(3)(A)	OPERATE W/O VALID LICENSE (1ST VIOLATION)		\$200.50 \$0.00
06/15/21	NOVASCONE,DRAYVIN,JACOB	DOB: 01/15/02	No: T-BC845154-2		WARNER,DAVID,N
11:00 AM	1424 22ND AVE S WISCONSIN RAPIDS WI, 54494	Age: 19	Issued: 03/18/21 Inc #: 21-000095		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE		\$200.50 \$0.00
06/15/21	OHLIN,COLING,JACOB	DOB: 02/21/00	No: T-BF358543-3		COFFREN,JARED
11:00 AM	418 EMERALD ST WATERTOWN WI, 53098	Age: 21	Issued: 03/29/21 Inc #: 21-000170		JEFFERSON CO CIRCUIT CT
		Charge	Description		Fine Collected
		344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE		\$10.00 \$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	DOB	Ticket No	Officer/Court Type
06/15/21	PETERSON,STEPHEN,JAMES	08/26/94	T-BF359026-3	COFFREN,JARED
11:00 AM	217 N MONROE ST APT 108 WATERLOO WI, 53594	Age: 26	Issued: 05/05/21 Inc #: 21-000181	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
341.03(1)	OPERATE AFTER REV/SUSP OF REGISTRATION	\$175.30	\$0.00	
06/15/21	PETERSON,STEPHEN,JAMES	08/26/94	T-BF359027-4	COFFREN,JARED
11:00 AM	217 N MONROE ST APT 108 WATERLOO WI, 53594	Age: 26	Issued: 05/05/21 Inc #: 21-000181	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
343.44(1)(A)	OPERATING WHILE SUSPENDED	\$200.50	\$0.00	
06/15/21	RADLOFF,HAILEY,N	04/09/97	T-BF358541-1	COFFREN,JARED
11:00 AM	680 KNOWLTON ST # H WATERLOO WI, 53594	Age: 23	Issued: 03/19/21 Inc #: 21-000168	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
347.06(3)	UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	\$162.70	\$0.00	
06/15/21	REINHART,CHRISTOPHER,P	01/05/84	T-BF359022-6	WARNER,DAVID,N
11:00 AM	270 N MONROE ST (LOWER) WATERLOO IW, 53594	Age: 37	Issued: 04/30/21 Inc #: 21-000164	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
343.44(1)(B)	OPERATING WHILE REVOKED (FORFEITURE)	\$200.50	\$0.00	
06/15/21	REINHART,CHRISTOPHER,P	01/05/84	T-BF359023-0	WARNER,DAVID,N
11:00 AM	270 N MONROE ST (LOWER) WATERLOO IW, 53594	Age: 37	Issued: 04/30/21 Inc #: 21-000164	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
06/15/21	RENK,TREVOR,RICHARD	01/26/96	T-BF359045-1	BURNS,RANDY
11:00 AM	W9521 WATERLOO RD WATERLOO WI, 53594	Age: 25	Issued: 05/17/21 Inc #: 21-000211	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
*346.57(5)	SPEED IN EXCESS OF POSTED	\$175.30	\$0.00	
06/15/21	RIZO IRIAS,FRANCISCO MISAEAL	10/18/89	T-BF359024-1	COFFREN,JARED
11:00 AM	649 COUNTY ROAD BB WATERLOO WI, 53594	Age: 31	Issued: 04/30/21 Inc #: 21-000165	JEFFERSON CO CIRCUIT CT
Charge	Description	Fine	Collected	
*343.44(1)	OPER AFT REVOK/SUSP 1ST	\$200.50	\$0.00	

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	DOB:	Ticket	Officer/Court Type
06/15/21	SEEFELD,TRISTEN,COLE	01/24/96	No: T-BF358545-5	COFFREN,JARED
11:00 AM	W10185 CTY RD I	Age: 25	Issued: 05/09/21	JEFFERSON CO CIRCUIT CT
	REESEVILLE WI, 53579		Inc #: 21-000193	
Charge	Description	Fine	Collected	
346.70(1)	FAILURE OF OPERATOR TO NOTIFY POLICE OF ACCIDENT	\$389.50	\$0.00	

06/15/21	SEEFELD,TRISTEN,COLE	DOB: 01/24/96	No: T-BF358546-6	COFFREN,JARED
11:00 AM	W10185 CTY RD I	Age: 25	Issued: 05/09/21	JEFFERSON CO CIRCUIT CT
	REESEVILLE WI, 53579		Inc #: 21-000193	
Charge	Description	Fine	Collected	
341.15(1)	FAIL/DISPLAY VEHICLE LICENSE PLATES	\$150.10	\$0.00	

06/15/21	SEEFELD,TRISTEN,COLE	DOB: 01/24/96	No: T-BF358547-0	COFFREN,JARED
11:00 AM	W10185 CTY RD I	Age: 25	Issued: 05/09/21	JEFFERSON CO CIRCUIT CT
	REESEVILLE WI, 53579		Inc #: 21-000193	
Charge	Description	Fine	Collected	
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00	

06/15/21	STEINER,MITCHEL,STEVEN	DOB: 01/15/00	No: T-BF358548-1	COFFREN,JARED
11:00 AM	339 TAYLOR ST	Age: 21	Issued: 03/30/21	JEFFERSON CO CIRCUIT CT
	WATERLOO WI, 53594		Inc #: 21-000116	
Charge	Description	Fine	Collected	
344.62(2)	OPERATE MOTOR VEHICLE W/O PROOF OF INSURANCE	\$10.00	\$0.00	

06/15/21	SULLIVAN,CARSYN,ELLA	DOB: 02/21/03	No: C-1F817FFPFG	CULLEN,NATHANIEL,J
11:00 AM	401 SUNSET DR	Age: 18	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	LODI WI, 53555		Inc #: 21-000202	
Charge	Description	Fine	Collected	
125.07(4)(B)	UNDERAGE DRINKING-POSSESS-17-20	\$263.50	\$0.00	

06/15/21	SWEENEY,ERIN,KELLY	DOB: 01/29/03	No: C-1F817FFPFH	CULLEN,NATHANIEL,J
11:00 AM	2936 FOREST DOWN	Age: 18	Issued: 05/15/21	JEFFERSON CO CIRCUIT CT
	FITCHBURG WI, 53711		Inc #: 21-000202	
Charge	Description	Fine	Collected	
125.07(4)(B)	UNDERAGE DRINKING-POSSESS-17-20	\$263.50	\$0.00	

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	DOB	Ticket	Officer/Court Type
06/15/21	VODRASKA,KIMBERLY,A	DOB: 05/12/86	No: T-BF359031-1	BURNS,RANDY
11:00 AM	1202 ASPEN PL	Age: 34	Issued: 05/09/21	JEFFERSON CO CIRCUIT CT
	SUN PRAIRIE WI, 53590		Inc #: 21-000190	
Charge	Description	Fine	Collected	
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00	

06/15/21	WALLACE,IAN,MICHAEL	DOB: 09/13/03	No: T-BC845366-4	THOM,TRACY
11:00 AM	617 AUTUMN CREST DR	Age: 17	Issued: 05/01/21	JEFFERSON CO CIRCUIT CT
	WATERTOWN WI, 53094		Inc #: 21-000171	
Charge	Description	Fine	Collected	
*346.89(1)	INATTENTIVE DRIVING	\$187.90	\$0.00	

06/15/21	WALLACE,IAN,MICHAEL	DOB: 09/13/03	No: T-BC845367-5	THOM,TRACY
11:00 AM	617 AUTUMN CREST DR	Age: 17	Issued: 05/01/21	JEFFERSON CO CIRCUIT CT
	WATERTOWN WI, 53094		Inc #: 21-000171	
Charge	Description	Fine	Collected	
346.93(1)	UNDERAGE PERSON TRANSPORT INTOXICANTS IN MV	\$263.50	\$0.00	

06/15/21	WILLIAMS,ASHLEY,ANN	DOB: 03/24/87	No: T-BF358539-6	COFFREN,JARED
11:00 AM	312 MACFARLANE RD APT 2	Age: 33	Issued: 03/12/21	JEFFERSON CO CIRCUIT CT
	PORTAGE WI, 53901		Inc #: 21-000167	
Charge	Description	Fine	Collected	
347.06(3)	UNCLEAN/DEFECTIVE LIGHTS OR REFLECTORS	\$162.70	\$0.00	

06/15/21	WILLIAMS,ASHLEY,ANN	DOB: 03/24/87	No: T-BF358540-0	COFFREN,JARED
11:00 AM	312 MACFARLANE RD APT 2	Age: 33	Issued: 03/12/21	JEFFERSON CO CIRCUIT CT
	PORTAGE WI, 53901		Inc #: 21-000167	
Charge	Description	Fine	Collected	
341.04(1)	NON-REGISTRATION OF AUTO, ETC	\$175.30	\$0.00	

06/28/21	CIURRO,ANTHONY,RAYMOND	DOB: 06/04/83	No: T-AD311938-4	CULLEN,NATHANIEL,J
9:30 AM	N5355 GOODLAND RD	Age: 37	Issued: 05/31/21	JEFFERSON CO CIRCUIT CT
	HARTFORD WI, 53027		Inc #: 21-000239	
Charge	Description	Fine	Collected	
346.63(1)(A)	OPERATING WHILE UNDER THE INFLUENCE(3RD)	\$850.00	\$0.00	

06/28/21	CIURRO,ANTHONY,RAYMOND	DOB: 06/04/83	No: T-AD311945-4	CULLEN,NATHANIEL,J
9:30 AM	N5355 GOODLAND RD	Age: 37	Issued: 05/31/21	JEFFERSON CO CIRCUIT CT
	HARTFORD WI, 53027		Inc #: 21-000239	
Charge	Description	Fine	Collected	
346.63(1)(B)	OPERATING W/PAC (3RD)	\$850.00	\$0.00	

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
06/01/2021	06/30/2021	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type
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Ticket Count: 65

Total Fines:	\$14607.00
Total Payments:	\$0.00
Total Due:	\$14607.00

Activity Log List

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Report Criteria:

Start Date	End Date	Title	Officer
06/01/2021	06/30/2021		ALL

Title	Notes	Date	Time	Officer
Traffic stop	Officer performed traffic stop, citation issued.	06/01/2021	10:35:00	
Traffic stop	Officer performed traffic stop, citations were issued	06/02/2021	08:25:00	
theft	Theft from a local business, citation issued.	06/02/2021	15:05:00	
Assist	Officer responded to assist and check the welfare of an individual. Situation was addressed.	06/03/2021	10:08:00	
Traffic stop	Officer performed a traffic stop, citations issued.	06/03/2021	12:18:00	
Traffic stop	Officer performed traffic stop, citations issued.	06/03/2021	14:35:00	
Traffic stop	Officer performed a traffic stop, citation issued.	06/03/2021	14:43:00	
Citations issued	Officer issued traffic citations	06/04/2021	08:51:00	
Traffic stop	Officer performed a traffic stop and citation was issued.	06/04/2021	09:00:00	
Sexual assault	Officer handled a possible sexual assault	06/04/2021	15:10:00	
Assist	Officer requested to assist Lake Mills	06/07/2021	10:09:00	
Traffic stop	Officer performed traffic stop, citations issued.	06/08/2021	07:36:00	
Damage to a vehicle	Officer responded and wrote a report for criminal damage to a vehicle.	06/08/2021	09:35:00	
traffic stop	Officer performed traffic stop, citations/warnings issued.	06/10/2021	09:32:00	
Assist	Officer assisted citizen with filing a report for information purposes only.	06/11/2021	09:36:00	
Traffic stop	Officer performed traffic stop, citation issued.	06/11/2021	12:13:00	
Traffic stop	Officer performed a traffic stop and citation was issued.	06/14/2021	09:15:00	
Traffic Accident	Officer responded to a traffic accident, citations issued.	06/14/2021	11:04:00	
Traffic staff	Officer performed traffic stop and citations were issued.	06/14/2021	14:13:00	
Harassment	Officer assisted with harassment case, still under investigation	06/15/2021	09:00:00	
Theft	Officer handled a report of theft of parts off of a vehicle.	06/15/2021	10:47:00	
Traffic stop	Officer performed traffic stop, citation issued.	06/15/2021	11:24:00	
Assist fire department	Officer's assisted with a lawn mower that caught on fire at the park.	06/17/2021	08:06:00	
Accident	Officer assisted with accident on private property. Report was made.	06/17/2021	10:10:00	
Traffic stop	Officer performed traffic stop, citation issued.	06/17/2021	12:03:00	
Theft	Officer generated a report for theft of parts from a vehicle.	06/17/2021	14:18:00	
		06/21/2021	09:29:00	CULLEN, NATHANIEL, J
TRAFFIC STOP	Officer performed a traffic stop and issued several citations.	06/21/2021	09:32:00	
Traffic stop	Officer performed a traffic stop. Citations issued.	06/21/2021	15:19:00	
Assist	Officer was requested to assist Marshall Police Department	06/22/2021	09:45:00	
Juvenile runaway	Officer assisted with a juvenile runaway report.	06/22/2021	13:04:00	
Accident	Officer responded to an accident with injuries, report taken.	06/22/2021	13:56:00	
Assist	Officer requested to assist Marshall PD for mutual aid.	06/23/2021	08:18:00	
Assist	Officer requested to assist Jefferson County for mutual aid.	06/23/2021	08:39:00	
Traffic stop		06/24/2021	11:44:00	
Traffic stop	Officer performed a traffic stop, citation issued.	06/24/2021	11:45:00	
Traffic stop	Officer performed traffic stop, citations issued.	06/24/2021	13:05:00	
Disturbance	Officer assisted with a disturbance, report taken.	06/24/2021	14:55:00	
Complaint	Officer assisted with loud music complaint, report was taken.	06/25/2021	09:54:00	
Assist Marshall PD	Officer was requested to assist Marshall PD, officer was cleared from scene and report was made.	06/25/2021	14:22:00	

Activity Log List

Page: 2

Report Criteria:

Start Date	End Date	Title	Officer
06/01/2021	06/30/2021		ALL

Title	Notes	Date	Time	Officer
Assist	Officer requested to assist Dodge County	06/28/2021	10:03:00	
Neighbor dispute	Officer responded to a neighbor dispute and report was taken.	06/29/2021	10:06:00	
Assist	Officer requested to assist Marshall with a 911 call.	06/29/2021	10:32:00	
Traffic stop	Officer performed traffic stop, citation issued.	06/29/2021	14:28:00	
Harassment	Officer assisted with a harassment complaint	06/30/2021	08:20:00	

Waterloo Police Department Fleet Maintnance Report

VIN	1FM5K8AR4FGC07739	For Period	6/1-6/300
Year	2015	Fuel Cost	\$97.89
Vehicle Description	Ford Edge Utility	Miles per gallon	8.43

[illegible]

Waterloo Police Department Fleet Maintenance Report

VIN 1FM5KAR8HGB65062
 Year 2017
 Vehicle Description Ford Edge Utility

For Period 6/1-6/31
 Fuel Cost \$1,000.52
 Miles Per Gallon 8.99

Date	Fuel	Fuel Cost	Mileage	Maintenance Item	Maint Cost	Officer
6/1/2021	7.756	\$21.48	32460			8
6/2/2021	9.852	\$27.28	32576			8
6/2/2021	5.419	\$15.01	32625			12
6/3/2021	10.352	\$30.01	32716			11
6/4/2021	8.457	\$24.52	32802			14
6/5/2021	8.852	\$25.66	32877			15
6/6/2021	10.012	\$29.02	32970			10
6/7/2021	10.157	\$29.14	33055			12
6/8/2021	9.878	\$28.34	33139			12
6/10/2021	7.47	\$21.43	33294			8
6/9/2021	10.003	\$29.00	33229			10
6/11/2021	8.145	\$23.37	33367			8
6/12/2021	6.218	\$17.84	33431			12
6/12/2021	10.178	\$29.00	33513			10
6/13/2021	10.882	\$31.00	33605			10
6/15/2021	9.226	\$26.01	33736			12
6/16/2021	8.217	\$26.16	33813			12
6/17/2021	9.133	\$26.02	33890			11
6/18/2021	11.231	\$32.00	34004			11
6/19/2021	10.924	\$31.12	34062			11
6/20/2021	6.668	\$19.00	34194			11
6/20/2021	4.317	\$12.17	34126			12
6/21/2021	7.92	\$22.56	34285			14
6/22/2021	5.821	\$16.88	34349			15
6/23/2021	11.783	\$34.16	34447			14
6/24/2021	5.42	\$15.55	34504			12
6/25/2021	8.407	\$24.12	34578			12
6/25/2021		\$198.18	34537	oil filter, tire bat		10
6/26/2021	9.389	\$26.94	34657			12
6/27/2021	10.356	\$30.02	34737			11

6/29/2021	9.449	\$28.34	34882	14
6/28/2021	7.617	\$22.61	34798	8
6/30/2021	8.862	\$26.58	34964	14
	278.371	\$1,000.52		

Karl Junginger Memorial Library
Mayor/Council/Board Report
JUNE 2021

JUNE MONTHLY STATISTICS		Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Library Card Holders	2020	2349	2360	2375	2377	2378	2386	2401	2414	2426	2440	2452	0
	2021	2468	2477	2496	2499	2482	2519						
	% of Change	5.07%	4.96%	5.09%	5.13%	4.37%	5.57%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Checkouts (Circulation)	2020	4118	3528	2468	380	1133	3365	3749	3883	3647	3702	3227	0
	2021	3263	3312	3601	3425	3352	4483						
	% of Change	-20.76%	-6.12%	45.91%	801.32%	195.85%	33.22%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
eBook/Audio Checkouts (Circulation)	2020	540	459	451	533	541	578	674	609	522	493	524	0
	2021	593	607	585	536	562	498						
	% of Change	9.81%	32.24%	29.71%	0.56%	3.88%	-13.84%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Library Visits	2020	2683	2877	1577	0	0	1269	1434	938	796	1394	1234	0
	2021	1396	1259	1539	1125	747	1236						0
	% of Change	-47.97%	-56.24%	-2.41%	100.00%	100.00%	-2.60%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Meeting Room Use	2020	45	39	23	0	0	0	0	0	3	4	0	0
	2021	1	0	6	5	8	9						
	% of Change	-97.78%	-100.00%	-73.91%	100.00%	100.00%	100.00%	#DIV/0!	#DIV/0!	-100.00%	-100.00%	-100.00%	#DIV/0!
Public Computer Use	2020	326	272	152	0	0	63	83	73	86	93	70	0
	2021	74	92	117	86	87	69						
	% of Change	-77.30%	-66.18%	-23.03%	100.00%	100.00%	9.52%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
WiFi Use	2020	324	318	301	109	115	134	136	135	155	153	139	0
	2021	139	166	147	161	154	171						
	% of Change	-57.10%	-47.80%	-51.16%	47.71%	33.91%	27.61%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Outreach to local residents -Checkouts NEW WAY 2019	2020	179	95	83	6	0	56	119	55	84	88	95	0
	2021	122	88	96	91	111	109						
	% of Change	-31.84%	-7.37%	15.66%	1416.67%	100.00%	94.64%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Programs													
Adult Number of Programs	2020	16	11	6	2	2	1	0	1	3	2	1	0
	2021	4	6	4	4	3	6						
	% of Change	-75.00%	-45.45%	-33.33%	100.00%	50.00%	500.00%	#DIV/0!	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Adult Attendance	2020	147	64	37	18	36	6	0	5	13	5	5	0
	2021	46	44	34	25	28	130						
	% of Change	-68.71%	-31.25%	-8.11%	38.89%	-22.22%	2066.67%	#DIV/0!	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Teen (12-18) Number of programs	2020	2	2	0	0	0	3	6	3	1	1	1	0
	2021	1	1	1	1	1	8						
	% of Change	-50.00%	-50.00%	100.00%	100.00%	100.00%	166.67%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Attendance (Adult + Teen)	2020	10	15	0	0	0	2	1	0	10	7	10	0
	2021	20	25	22	22	20	154						
	% of Change	100.00%	66.67%	-100.00%	100.00%	100.00%	7600.00%	-100.00%	#DIV/0!	-100.00%	-100.00%	-100.00%	#DIV/0!
Children's Number of programs	2020	6	17	5	9	8	15	30	16	5	11	6	0
	2021	6	7	9	6	2	19						
	% of Change	0.00%	-58.82%	80.00%	-33.33%	-75.00%	26.67%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!
Attendance (Adult + Child)	2020	99	229	82	125	157	321	405	241	42	208	51	0
	2021	95	184	257	182	84	1133						
	% of Change	-4.04%	-19.65%	213.41%	45.60%	-46.50%	252.96%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	#DIV/0!

** COVID-19 Began in March 2020 we closed library doors on March 16th Opened doors on June 1st, 2020 to the public.

List of Bills

APG of Southern Wisconsin	111.36	Northern Lake Service	57.00
Alternative Technologies	450.00	Payment Service Network	12.95
Tom Bergan	105.00	PC Connection Sales Corp	658.12
Berryman Equipment Co	2,310.00	Piggly Wiggly	90.96
Border States	880.80	PSC	1,256.37
BP Credit Card Center	1,228.40	PSD	9,383.13
Vern Butzine	70.00	Payroll	79,172.26
City of Waterloo Treasurer	114,890.94	Resco	265.79
Charter Communications	99.99	SEERA	1,283.17
Crane Engineering Sales Inc	4,048.15	S&S Plumbing	22,000.00
C&M Hydraulic Tool Supply	1,045.95	Devin Schumann	105.00
CTW Corp	700.00	Tatman Associates	144,130.20
Dunneisen Excavating	677.32	Tim Thomas	105.00
Elster Solutions	33,900.00	Town & Country	20,945.50
Tricia Eikland	10.00	United Liquid Waste Recycling	1,250.00
F&M Bank	213.43	USA Blue Book	414.50
Frontier	398.69	US Cellular	227.44
Ferguson Waterworks	3,000.00	Unifirst Corp	1,156.47
GFC Leasing	85.00	Visa	316.37
Hawkins	8,657.04	UPS	84.59
Infosend	859.77	Chuck Wallace	105.00
Irby	6,496.27	Waterloo Utilities	11,380.87
Jefferson Glass	440.00	Waterloo Building Center	38.50
Jonas Office Products	123.75	WE Energies	828.93
Kunkel Engineering	1,491.25	Wisconsin Dept. of Revenue	10,686.23
Keeping Safety Simple LLC	3,600.00	Wisconsin State Lab	26.00
MP Systems	12,068.83	WPPI Energy	202,524.10
Millennium	285.12	WRWA	395.00
Neitzel Auto & Hardware	663.78		
North Central Labs	409.62		
		Total Disbursements	\$708,219.91

Checking Account #102-613:

Balance 5/31/21	\$180,540.03
Transfer	475,368.65
Disbursements	(505,469.43)
Interest	9.14
Service Charge	(23.13)
Balance 6/30/21	\$150,425.26

WWTP Account #374-547 (DNR Replacement Fund)

Balance 5/31/21	\$347,072.59
Deposit	1,000.00
Transfer for Expenses	
Interest	94.36
Balance 6/30/21	\$348,166.95

Debt Service Account #3015323:

Balance 5/31/21	\$309,344.77
Deposit	59,370.00
Bond Payment	
Interest	129.44
Balance 6/30/21	\$368,844.21

Money Market Account #110-832:

Balance 5/31/21	565,990.36
Deposits	578,493.14
Transfer	(410,370.00)
Disbursements	(202,524.10)
Interest	970.25
Service Charge	(203.25)
Balance 6/30/21	\$532,356.40

Transportation Fund

Balance 5/31/21	\$130,952.49
Transfer	
Balance 6/30/21	\$130,952.49

Construction Account:

Balance 5/31/21	2,964,072.98
Transferred in	
Construction Payment	(125,368.65)
Balance 6/30/21	\$2,838,704.33

CD #7723 (Bond Reserve):

Balance 5/31/21	308,751.96
Interest	
Transferred in	
Balance 6/30/21	\$308,751.96

CD #613386 (Bond Reserve):

Balance 5/31/21	214,116.82
Interest	
Balance 6/30/21	\$214,116.82

WWTP CD #2875 (DNR Replacement Fund):

Checking Account #102-613:	\$463,404.91
Interest	
Transfer	
Balance 6/30/21	\$463,404.91

Regular meeting of the Waterloo Water & Light Commission held July 6, 2021

The meeting was called to order by President Tom Bergan at 7:00pm at the Waterloo Utilities office. Present were Commissioners Vern Butzine, Devin Schumann, Chuck Wallace, Superintendent Barry Sorenson, Lineman Evan Pratt, and Ben Heidemann from Town and Country Engineering. Absent Commissioner Tim Thomas.

Minutes

It was moved by Butzine, seconded by Wallace, to approve the minutes of the June 1, 2021 meeting. Motion carried.

Expenditures

It was moved by Bergan, seconded by Schumann, to approve the payment of the June bills as presented. Motion carried.

Citizen Input

None.

Rural Development Application

Ben updated the Commission on the award of 4 million in grant money and remainder in a loan at 1.75% to fund the WWTP Plant Upgrades.

WWTP Plant Upgrade

Ben informed the Commission that there were no public comments at the DNR required public meeting. It was moved by Wallace, seconded by Butzine, to direct Town and Country to submit the WWTP Facility Plan to the DNR. Motion carried.

WWTP Industrial Contracts

Discussion on contracts for the WWTP industrial customers.

5G Pole Contact Rates

It was moved by Butzine, seconded by Schumann, to approve 5G pole contact rates as presented. Motion carried.

It was moved by Butzine, seconded by Wallace, to adjourn. Motion carried.

Respectfully submitted,
Devin Schumann
Acting Secretary

Mo Hansen

From: info@whsadopt.org
Sent: Thursday, July 01, 2021 3:37 PM
To: Mo Hansen
Subject: June 2021 Humane Society Numbers

Here are the intake numbers for June 2021

Feline Stray – 4
Feline Surrendered – 0

Canine Stray – 0
Canine Surrendered – 0
Canine Police Seizure – 0

Heather VanDam
Executive Director
Watertown Humane Society
920-261-1270



****Please Note:** At this time we are open by appointment only
and masks are required before entering the building.

Hours of Operation:
Sunday: Closed
Monday: Closed
Tuesday-Friday: Noon Until 5pm
Saturday: 10am-3pm



Virus-free. www.avg.com



136 North Monroe Street
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www.waterloowi.us

RESOLUTION #2021-27

Authorizing The Purchase Of A Replacement Public Works Department Mower After A 6/16 Equipment Fire Incident And Directing The Creation Of A Budget Amendment Formally Applying Contingency Dollars For The Purchase

Whereas, due to unforeseen events, a Public Works Department mower has been damaged as needs replacement; and,

Whereas, the municipal insurance carrier has authorized an insurance claim payment of \$9,933 which is the replacement cost less the deductible.

Now, Therefore, Be It Resolved, that the City of Waterloo, the purchase of a replacement mower in an amount not to exceed 10,933 from Mid-State Equipment and directs the Clerk/Treasurer to draft a formal budget amendment to apply \$1,000 from the General Fund contingency for the balance of the purchase.

PASSED AND ADOPTED this _____, 2021.

City of Waterloo

Signed:

Mayor Jenifer Quimby

Attest:

Mo Hansen, Clerk/Treasurer



136 North Monroe Street
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RESOLUTION #2021-28
Jefferson Street Engineering Services Proposal

Whereas, for grant/loan writing purposes benefiting Waterloo Utilities Kunkel Engineering Group is presenting a specific proposal for engineering services for the 2022 Jefferson Street reconstruction project.

Therefore, Be It Resolved, that the City of Waterloo, agrees to enter into the services proposal agreement as presented and attached on this night and directs the Mayor to sign all necessary documents.

PASSED AND ADOPTED this _____, 2021.

City of Waterloo

Signed:

Mayor Jenifer Quimby

Attest:

Mo Hansen, Clerk/Treasurer



107 PARALLEL STREET
BEAVER DAM, WI 53916

1115 S. MAIN STREET
WEST BEND, WI 53095

920-356-9447
FAX 920-356-9454
KUNKELENGINEERING.COM

June 24, 2021

Mr. Mo Hansen
Clerk/Treasurer
City of Waterloo
163 North Monroe Street
Waterloo, Wisconsin 53594

Re: Engineering Services Proposal | 2022 Jefferson Street Reconstruction

Dear Mr. Hansen,

Please consider this transmittal a formal proposal for Kunkel Engineering Group to provide Engineering Services to include design, construction related services and resident inspection in conjunction with the reconstruction of underground utilities and roadway to be completed in the 2022 construction season.

It is understood that the reconstruction is proposed for Jefferson Street Mill from the termini (just south of Peschel Street) to East Madison Street. It is further understood that reconstruction of underground utilities is to include installation of sanitary sewer, water main, and storm sewer. Roadway reconstruction is to include installation of curb and gutter; driveway approaches; sidewalk and curb ramps; base course; asphalt pavement; restoration of disturbed areas.

Kunkel Engineering Group proposes to provide the City of Waterloo the services as stated above in accordance with Attachment A, included with this transmittal. Please be advised that these figures are a "maximum not-to-exceed" fee for undertaking these work efforts. Our fees provide for services through December 2022, to ensure service through the final completion of the project.

Mo, at your direction, work efforts will be initiated and completed as described within this proposal. Should you or the Common Council have any questions relative to this transmittal, please contact me at your earliest convenience. Again, we look forward to the opportunity to serve the City of Waterloo on this most important project.

Sincerely,

KUNKEL ENGINEERING GROUP

A handwritten signature in black ink, appearing to read 'Mitchell Leisses', with a long horizontal flourish extending to the right.

Mitchell Leisses
Project Manager

cc: Jenifer Quimby, Mayor, City of Waterloo

X _____
City of Waterloo, WI Date

Attachment A

WORK SCOPE

City of Waterloo
2022 Jefferson Street Reconstruction

Design Services

- A. Field Data Acquisition:
 - 1. Review Existing Reports and Records
 - 2. As-built Street and Sections
 - 3. Location Survey
 - 4. Utility Location
 - a. Sanitary Sewer
 - b. Water Main
 - c. Storm Sewer
 - d. Electric/Gas/Telephone/Cable
- B. Design Phase:
 - 1. Prepare Plan and Profile Base Sheets
 - 2. Final Plan Preparation
 - a. Project Plans
 - b. Construction Details
 - c. Erosion Control
- C. Construction Documents and Specifications
 - 1. Bidding Documents
 - 2. General Conditions
 - 3. Special Provisions
 - 4. Document Compilation
 - 5. Plan Quantity Takeoff
- D. Regulatory Agency Compliance:
 - 1. Solicit WDNR Approval
 - a. Sanitary Sewer and Water Main Relay
 - b. Water Resources Application for Project Permits (WRAPP)
 - c. Chapter 30 Permits (if needed)
 - 2. Wisconsin Southern Railroad
- E. Prepare Final Construction Cost Estimate
- F. Miscellaneous:
 - 1. Meet with private utilities, as necessary, to resolve conflicts existing and proposed.
 - 2. Meet with City officials, staff, and consultants to secure approvals and facilitate financing (if required).

Cost of Design Services | Utility and Roadway

\$78,300.00

Attachment A

Construction Related Services (CRS)

- | | |
|---|--|
| A. Sanitary Sewer Utility:
1. Construction Staking
2. Residential Inspection
3. As-built Records | C. Storm Sewer Utility:
1. Construction Staking
2. Residential Inspection
3. As-built Records |
| B. Water Utility:
1. Construction Staking
2. Residential Inspection
3. As-built Records | D. Roadway:
1. Construction Staking
2. Residential Inspection
3. As-built Records |

Cost of CRS | Utility and Roadway

\$86,680.00

Cost of Services Summary

Kunkel Engineering Group proposes to perform the tasks as presented and enumerated within the work scope for a maximum, not-to-exceed cost of ***\$164,980.00***. A summary of the cost to undertake the tasks as delineated is as follows:

2022 Jefferson Street Reconstruction

Design Services	\$78,300.00
Construction Related Services	\$86,680.00
Total Cost	\$164,980.00

Notes:

1. Services described herein are intended to be comprehensive. Should the City of Waterloo require more or fewer services than described, cost and adjustments will be negotiated.
2. Services do not include street enhancements or lighting. Should the City of Waterloo require an enhancement or street lighting plan, Kunkel Engineering can provide said service for a negotiated cost.
3. The cost for soil boring, foundation inspection, materials testing and analysis will be invoiced directly to the owner as a separate contract with a selected firm.
4. Costs associated with Kunkel Engineering Group services for boundary surveys or environmental remediation is not included within the context of this proposal.



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Fax: (920) 478-2021
www.waterloowi.us

RESOLUTION #2021-29
Petition For County Highway Aid

Whereas, the City of Waterloo as attached, petitions Jefferson County for highway aid as stated in the attached.

Therefore, Be It Resolved, that the City of Waterloo directs the attached petition to be signed by the Mayor and Clerk/Treasurer and directed to the County for its consideration, as is annually carried out.

PASSED AND ADOPTED this _____, 2021.

City of Waterloo

Signed:

Mayor Jenifer Quimby

Attest:

Mo Hansen, Clerk/Treasurer

PETITION FOR COUNTY HIGHWAY AID

The City of Waterloo, Jefferson County, Wisconsin, hereby petitions the Board of Supervisors of the County of Jefferson as follows:

1. That heretofore, to-wit, on the 15th day of July, 20 21, at a lawful meeting of the governing body of said municipality a resolution was duly adapted to appropriate funds for the improvement of highways in said municipality at a cost estimated as follows:

Local municipality share \$2,000.00 (to be paid by June 30) ✓

County of Jefferson share \$2,000.00 (to be applied to account in April)

Total improvement costs \$4,000.00

2. That the County of Jefferson share of the appropriation does not exceed the maximum of \$100.00 per mile of local roads in said municipality.
3. That said municipality is willing to abide by the rules set forth in Resolution No. 2005-02 adopted April 19, 2005, and to offer the Jefferson County Highway Department a right of first refusal for the work.

4. According to the resolution, City of Waterloo takes the position of (**must check one**):

☒ Will participate in County Road Aid this year.

☐ Does not wish to participate in County Road Aid this year.

WHEREFORE, said municipality requests that the Board of Supervisors of the County of Jefferson grant this petition for County highway aid in the sum of \$ \$2,000.00 in accordance with the provisions of s.83.14 and s. 83.03(1) of the Wisconsin Statutes and in accordance with the resolutions of said Board of Supervisors heretofore adopted.

Dated this 30th day of June, 20 21.

City of Waterloo

Mo Hame, CLERK/TREAS.

NOTE: Petition and check for municipalities' portion of petition MUST be in our office by June 30



136 North Monroe Street
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RESOLUTION #2021-30
Tax Incremental Financing Developer's Performance Agreement
Subordination, Hawthorn & Stone Construction Inc. Parcel: 290-0813-0644-065

Whereas, Janice Faga of Hawthorn & Stone Construction Incorporated requests a subordination agreement as presented on this night to enable the payment of past due guaranteed increment payments to the City; and,

Whereas, Municipal Attorney William Cole has reviewed the documents and forwards a favorable legal opinion of the documents drafted by Hawthorn & Stone Construction's attorney.

Therefore, Be It Resolved, that the City of Waterloo agrees to enter into the subordination agreement and associated documents as presented this night and directs the Mayor to sign all necessary documents to carry out the subordination.

PASSED AND ADOPTED this _____, 2021.

City of Waterloo

Signed:

Mayor Jenifer Quimby

Attest:

Mo Hansen, Clerk/Treasurer

	TAX INCREMENTAL FINANCING DEVELOPER'S PERFORMANCE AGREEMENT SUBORDINATION
--	---

THIS TAX INCREMENTAL FINANCING DEVELOPER'S PERFORMANCE AGREEMENT SUBORDINATION (this "*Agreement*") is made this ____ day of June, 2021, by and between The City of Waterloo, Wisconsin (herein called "*Subordinating Creditor*"), and Northwest Bank & Trust Company (herein called the "*Lender*").

Return To:

Attorney Derek J. Taylor
Husch Blackwell LLP
511 N Broadway, Ste 1100
Milwaukee, WI 53202

See Exhibit A
Tax Parcel Number (PIN)

RECITALS

WHEREAS, Subordinating Creditor is the City under a Tax Incremental Financing Developer's Performance Agreement dated June 24, 2013, as amended by an Addendum No. 1 dated December 31, 2014, as amended by an Addendum No. 2 dated December 10, 2018 (the "*Subordinated Agreement*"), in part securing up to \$800,000.00 in debt and certain interests in TIF Revenue proceeds, as provided in the Subordinated Agreement (including any Developer Revenue Obligation to Subordinating Creditor) (collectively, the "*Secured Subordinated Debt*"). The Developer under said Subordinated Agreement is Hawthorn & Stone Construction, Inc., a Wisconsin corporation (the "*Debtor*"). The Subordinated Agreement encumbers the following described property (the "*Property*"), to wit:

See Exhibit A attached hereto and made part hereof.

WHEREAS, the Lender is making a loan to Debtor under the terms and conditions of a [term loan agreement] (the "*Credit Agreement*") in the principal amount not to exceed \$702,000.00 (the "*Senior Debt*") which is secured by a certain Mortgage in favor of Lender (collectively, the "*Lender's Mortgage*") encumbering the Property.

WHEREAS, pursuant to Section 10.6 of the Subordinated Agreement, the Subordinating Creditor agreed to subordinate its interest in the Secured Subordinated Debt to any mortgage lien of a commercial mortgage lender on the Property.

NOW THEREFORE, in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinating Creditor hereby agrees with the Lender as follows:

1. Regardless of any priority otherwise available to the Subordinating Creditor, the lien of the Subordinated Agreement in the Property is and shall be and shall remain fully subordinated for all purposes to the lien of the Lender's Mortgage, to the full extent of all sums from time to time secured by the Lender's Mortgage, and interest and fees and costs as provided under the Lender's Mortgage, from time to time in accordance with the terms of the Lender's Mortgage. It is specifically understood and acknowledged by Lender, Subordinating Creditor and Debtor that the intent of this Agreement is to subordinate the interest of the Subordinating Creditor under the Subordinated Agreement to debt secured by the Lender's Mortgage. The Subordinated Creditor's agreement to subordinate the lien of the Subordinated Agreement to the Lender's Mortgage provided by this Section 1 shall be in effect regardless of whether it is determined by a court of competent jurisdiction that the Lender's Mortgage are unenforceable. Subordinated Creditor affirms and agrees that it no longer has the ability to record a mortgage as previously set forth in Sections 4.1 and 10.10(b) of the Subordinated Agreement.

2. The Lender shall have no obligation whatsoever to Subordinating Creditor with respect to the transaction evidenced by the Lender's Mortgage, and the Lender may make and administer the loan secured by the Lender's Mortgage in any manner it sees fit and may from time to time extend, modify, suspend, revoke, rescind, change, or terminate provisions of the Lender's Mortgage, the Credit Agreement secured thereby or any other documents issued to the Lender in connection therewith or pursuant thereto, doing so without notice to or consent by the Subordinating Creditor and without affecting or impairing in any fashion the terms of this Agreement. Notwithstanding the foregoing, Lender may not increase the Senior Debt amount secured by the Lender's Mortgage without the written consent of the Subordinating Creditor, which consent shall not be unreasonably withheld. If the Subordinating Creditor consents to an increase in the Senior Debt amount, a new subordination agreement shall be executed by the Parties.

3. Subordinating Creditor's right, title and interest in the Property as against any person other than Lender is expressly reserved and not affected by this Agreement. The Subordinating Creditor shall be entitled to enforce all claims of the Subordinating Creditor against Debtor as a general creditor, and Lender's claims against Debtor as a general creditor shall have no priority, by virtue of this Agreement, over such claims of the Subordinating Creditor. Subordinating Creditor agrees that it may not exercise any rights or remedies pursuant to an event of default under the Subordinated Agreement without providing Lender written notice of such default and the opportunity to cure such default on behalf of Debtor pursuant to Article VIII of the Subordinated Agreement. Lender acknowledges receipt of copies of the Subordinated Agreement and related documents which confirm the terms of payment to Subordinating Creditor of the amounts secured by the Subordinated Agreement.

4. Upon the happening of any Event of Default (as that term is defined in the Lender's Mortgage), no payment or distribution of assets shall be made by the Debtor on the Secured Subordinated Debt or accepted by the Subordinating Creditor on account of the Secured Subordinated Debt, unless and until the earliest of the date on which: (a) such Event of Default shall have been cured to the satisfaction of the Lender or waived by the Lender, or shall have ceased to exist; (b) any acceleration of the Senior Debt shall have been rescinded or annulled; (c) the Senior Debt shall have been paid in full in cash or other property satisfactory to the Senior Creditor; or (d) the benefit of this Section is expressly waived in writing by the Lender. The Lender shall provide written notice to the Subordinating Creditor of any Event of Default.

5. Subordinating Creditor hereby waives any ability to enforce its rights against the Debtor pursuant to the Employment Plan under Sections 4.1(h), 5.2(d), 6.4, or Exhibit F of the Subordinated Agreement, and further agrees that the Debtor shall be under no obligation to continue the Employment Plan, as defined in the Subordinated Agreement.

6. Neither Subordinating Creditor nor the Lender (i) makes any representation or warranty concerning the Property or any other property of the Debtor or the validity, perfection or (except as to the subordination accomplished hereby) priority of any mortgage lien thereon or security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of, or otherwise realize upon the Property or any other property of the Debtor.

7. This Agreement is made under the laws of the State of Wisconsin. This Agreement cannot be waived or changed, except by a writing signed by the party to be bound thereby. This Agreement is made between the Lender and Subordinating Creditor, and shall inure to the benefit of, and shall be enforceable by, the Lender and Subordinating Creditor and their respective successors and assigns. Neither the Debtor nor any other person (except the Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

8. In the event either Party brings an action or proceeding to enforce this Agreement, the prevailing Party in such action proceeding shall be entitled to recover from the other all costs incurred in connection therewith, including reasonable attorney's fees.

9. Each Party signing this Agreement has been duly authorized to sign on behalf of such respective Party.

10. This Agreement shall be amended only in the form of a subsequent writing signed by the Parties.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Tax Incremental Financing Developer's Performance Agreement Subordination Agreement is executed on the day and year first above stated.

CITY OF WATERLOO

By: _____
Name: _____
Title: _____

State of Wisconsin)
) ss:
County of _____)

Personally came before me, this ____ day of _____, 2021, the above named _____, the _____ of the City of Waterloo, and _____, the _____ of the City of Waterloo, to me known to be such person and officer who executed the foregoing instrument and acknowledge that she executed the same as such officer, by its authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission expires: _____.

Attest: _____
Name: _____
Title: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

NORTHWEST BANK & TRUST COMPANY

By: _____
[_____]

State of Wisconsin)
) ss:
County of _____)

Personally came before me, this _____ day of _____, 2021, the above named _____, _____ of Northwest Bank & Trust Company, to me known to be such person and officer who executed the foregoing instrument and acknowledge that he executed the same as such officer, by its authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission expires: _____.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

ACKNOWLEDGEMENT OF DEBTOR

Hawthorn & Stone, Inc., the above-referenced Debtor, acknowledges and agrees to the terms and conditions set forth in the foregoing Tax Incremental Financing Developer's Performance Agreement Subordination Agreement.

HAWTHORN & STONE CONSTRUCTION, INC.

By: _____
Janice Faga, President

State of Wisconsin)
) ss:
County of _____)

Personally came before me, this _____ day of _____, 2021, the above named Janice Faga, the President of the Hawthorn & Stone, Inc., to me known to be such person and officer who executed the foregoing instrument and acknowledge that she executed the same as such officer, by its authority, for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission expires: _____

Drafted by:
Derek J. Taylor
Husch Blackwell LLP
511 N Broadway Suite 1100
Milwaukee, WI 53202

EXHIBIT A

PROPERTY DESCRIPTION

That part of Lots 1, 2, and 6 and all of Lots 5 and 11, in Block 1, First Addition to the Village (now City) of Waterloo and part of Outlet 173, according to the Assessor's Plat of the Village (now City) of Waterloo, all being in the Southeast $\frac{1}{4}$ of Section 6, Township 8 North, Range 13 East, in the City of Waterloo, Jefferson County, Wisconsin, which is more particularly bounded as follows:

Beginning at a 1" iron rod on the North line of West Madison Street (S.T.H. 19), marking the Southeast corner of said Lot 1; thence West along the North line of West Madison Street 153.18 feet to the East line of lands conveyed to Jefferson County for highway purposes in Deed recorded on May 6, 1938 in Volume 200 of Deeds on Page 612; thence North 17.00 feet to the Northeast corner of said lands conveyed to Jefferson County, said point also being on a meander line of the Mauneshia River; thence North $05^{\circ} 02' 50''$ East along said meander line 174.53 feet to a point; thence North $03^{\circ} 50' 40''$ West along said meander line 261.49 feet to a point; thence North $49^{\circ} 48' 05''$ East along said meander line 73.11 feet to a point; thence North $68^{\circ} 23' 46''$ East along said meander line 416.79 feet to a point; thence South $89^{\circ} 39' 16''$ East along said meander line 280.40 feet to a point; thence South $14^{\circ} 04' 21''$ East along said meander line 57.55 feet to a point; thence South $87^{\circ} 20' 13''$ East along said meander line 60.69 feet to a point; thence South $67^{\circ} 15' 05''$ East along said meander line 133.70 feet to a point; thence South $20^{\circ} 40' 08''$ East along said meander line 378.28 feet to a point, said point being on the North line of lands conveyed to Artcraft Press by deed recorded on November 4, 1983 in Volume 638 of Records on Page 15, as Document No 793741; thence West 191.91 feet to a point; thence South 20.00 feet to a point; thence West 200.85 feet to a point; thence South $00^{\circ} 29' 11''$ West, 230.99 feet to a point on the North line of West Madison Street; thence West along the North line of West Madison Street 85.02 feet to a point, said point being the Southwest Corner of said Lot 5; thence North $00^{\circ} 28' 53''$ East 230.99 feet to the Northwest corner of said Lot 5; thence West and parallel to the North line of West Madison Street 495.30 feet to the East line of said Lot 1; thence South $00^{\circ} 46' 21''$ West, 231.00 feet to the point of beginning.

Together with those lands lying between said meander line and the ordinary high water mark of the Mauneshia River,

- Together with and subject to easement for ingress and egress recorded on October 6, 1989 in Volume 742 of Records on Page 306, as Document No. 855522.

Address: 477 W. Madison Street, Waterloo, WI
Tax Key No.: 290-0813-0644-065

COLLATERAL ASSIGNMENT OF TIF PAYMENT RIGHTS AND PROVISIONS OF THE DEVELOPMENT AGREEMENT RELATED THERETO

THIS COLLATERAL ASSIGNMENT OF TIF PAYMENT RIGHTS AND PROVISIONS OF THE DEVELOPMENT AGREEMENT RELATED THERETO (this “Assignment”) is made as of July [REDACTED], 2021, by **RIVERWALK OF WATERLOO, LLC**, a Wisconsin limited liability company (“Riverwalk”), and **HAWTHORN & STONE CONSTRUCTION, INC.**, a Wisconsin corporation (“Hawthorn”) (together, Riverwalk and Hawthorn are collectively referred to as the “Borrower”), in favor of **NORTHWEST BANK & TRUST COMPANY**, an Iowa corporation (“Lender”).

RECITALS

A. Pursuant to the terms of that certain Business Loan Agreement between Borrower and Lender of even date herewith (as may be amended, modified, supplemented restated or replaced from time to time, the “Loan Agreement”), Lender has agreed to make a loan to Borrower in the original principal amount of up to Six Hundred Twenty-Four Thousand and no/100 Dollars (\$624,000) (the “Loan”) evidenced by that certain Promissory Note, dated as of the date of the Agreement, executed by Borrower in favor of Lender in the original principal amount of the Loan (as may be amended, modified, supplemented restated or replaced from time to time, the “Note”).

B. Borrower is the owner of the real property and improvements thereon and improvements in the course of construction thereon, described on the attached Exhibit A (the “Property”). Borrower proposes to construct a multifamily housing project on the Property.

C. In connection with the development of the Property, Borrower and the City of Waterloo (the “City”) have entered into a Tax Increment Financing Developer’s Performance Agreement, dated as of June 24, 2013, as amended by that certain Addendum No. 1 to Tax Incremental Financing Developer’s Performance Agreement (“Addendum No. 1”) and Addendum No. 2 to Tax Incremental Financing Developer’s Performance Agreement (“Addendum No. 1”) (“Addendum No. 2”) (collectively, the “Development Agreement”).

D. Pursuant to Section 7.3 of the Development Agreement, the City has committed to reimburse Hawthorn for certain Developer Subsidy or Developer Revenue Obligation payments made by Hawthorn to City based on TIF Revenue generated, payable in annual installments, in an aggregate amount not to exceed \$1,182,362 (the “TIF Payments”), in accordance with the Developer Revenue Obligation set forth by the City for the benefit of Hawthorn.

E. Lender requires Borrower to execute and deliver this Assignment as collateral for the Loan, and to secure the Consent of City and Estoppel, which is attached hereto as Exhibit B.

F. Lender would not make the Loan to Borrower unless the City provides the attached Consent of City and Estoppel.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. In order to secure the payment and performance of all debts, liabilities and obligations (together, "Obligations") of the Borrower to the Lender under Note, the Loan Agreement, and all other documents evidencing or securing the Loan (collectively the "Loan Documents"), the Borrower hereby assigns to Lender, and grants to Lender a continuing first priority security interest in, all now or hereafter existing rights, title, and interest of the Borrower in and to the TIF Payments, and all of Borrower's rights under the Development Agreement related to the TIF Payments, including all of Borrower's rights to receive the TIF Payments thereunder, and all rights of the Borrower to enforce the City's obligations to make the TIF Payments, and, if the City issues a Municipal Revenue Obligation, or similar document evidencing the City's obligations to make the TIF Payments ("MRO"), all rights under such an MRO are also assigned herein. The "Development Agreement" shall mean the Tax Increment Financing Developer's Agreement, between the Borrower and the City of Waterloo, Wisconsin ("City"), dated as of June 24, 2013. The "TIF Payments" shall mean the payments from City to Borrower, to be made under Section 7.3 of the Development Agreement, which the City has committed to provide as a Developer Subsidy or Developer Revenue Obligation to Borrower, payable to Borrower in annual installments, in an aggregate amount not to exceed \$1,182,362, without any reduction or set off of amounts for any purpose, including for a default by Borrower under the Development Agreement, or any other charge or obligation or remedy under the Development Agreement. The "Loan Documents" shall mean the Note and all other documents executed in connection therewith. This is intended to be an present assignment of all such rights to Lender, it being understood and agreed that, if and when the Obligations are satisfied in full, then Lender shall execute a termination of this Assignment, and return any MRO, if issued.

1. Remittance of TIF Payments Directly to Lender. Borrower has executed the Assignment and Direction for Direct Payment, which is attached hereto as Exhibit C, directing that all the TIF Payments payable by the City, shall be paid by the City directly to Lender, for application to the outstanding Obligations on the Loan, until the full repayment of all Obligations under the Loan. Borrower covenants and agrees to take any and all actions requested by the Lender or the City to facilitate direct payment of such amounts by the City to Lender. In the event Borrower shall receive any TIF Payments directly, Borrower shall immediately remit such payment to Lender, provided that the Obligations remain outstanding at the time of such TIF Payment.

2. Performance of Borrower. Borrower shall faithfully abide by, perform and discharge each of Borrower's obligations, covenants and agreements under the Development Agreement, so as to assure the continued payment by the City of the TIF Payments, and shall pay all real estate and personal property taxes on the Property when they are due. Without the prior written consent of Lender, Borrower shall not (a) modify or in any way alter the terms of the Development Agreement, (b) pledge or assign the Development Agreement or the TIF Payments, (c) waive any of its rights under the Development Agreement, (d) terminate or surrender the Development Agreement, (e) make an application for any part of the Property to be exempt from real estate taxes, or allow any user of the Property to do so; (f) file a claim or appeal or in any other way attempt to lower the real estate tax assessment on the Property; or (g) sell any portion

of the Property without Lender's prior written consent. Borrower shall notify Lender each time any of the tax parcel numbers for the Property is changed or divided.

3. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of Borrower under the Development Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

4. Representations and Covenants. Borrower represents and warrants that (a) Borrower or its affiliates is the fee simple owner of the Property and that the tax parcel numbers on Exhibit A are the current correct tax parcel numbers; (b) Borrower has the full right to assign the TIF Payments and the Development Agreement as it relates to the TIF Payments (subject to the City's consent attached hereto); (c) the Development Agreement is valid, is in full force and effect, is binding on the City and Borrower, and has not been modified or amended, nor have any new development or other agreements been entered into between Borrower and City which would impact the Development Agreement; (d) Lender shall have a first priority lien and security interest in and to the TIF Payments and to the rights under the Development Agreement related to the TIF Payments, there are no outstanding assignments or pledges of the TIF Payments or the Development Agreement provisions related thereto, and Borrower shall not make any further assignments or pledges of the TIF Payments or the provisions of the Development Agreement related thereto, until all Obligations under the Loan are paid in full; and (e) there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement.

5. Authorization. Upon an Event of Default under any of the Loan Documents, Borrower irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Borrower's name or in Lender's name, or otherwise, to enforce all rights of Borrower under the Development Agreement as they relate to the TIF Payments, and such power, being coupled with an interest, is irrevocable.

6. Borrower Holds Lender Harmless. Borrower shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the Development Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Borrower shall reimburse Lender for such amounts immediately upon demand.

7. Security Interest in Agreements. In addition, Borrower hereby grants to Lender a security interest in Borrower's right, title, and interest in the TIF Payments and the provisions of the Development Agreement related thereto, if and to the extent that a security interest may be granted therein under the Wisconsin Uniform Commercial Code, and Borrower acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the

Wisconsin Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

8. Successors and Assigns. This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its successors and assigns. Borrower shall not further assign its obligations or interests under the TIF Payments or the provisions of the Development Agreement related thereto, or under this Assignment, or further encumber those interests, without Lender's prior written consent. Further, Borrower shall not sell or transfer the ownership of any part of the Property to another person or entity without Lender's prior written consent, which may be withheld or conditioned upon such purchaser or assignee also making the covenants herein directly to Lender and signing a payment in lieu of taxes or similar agreement to insure the continued payment of the TIF Payments.

9. Governing Law. This Assignment shall be governed by the laws of the State of Wisconsin.

10. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. Notices and Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents.

12. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument.

13. City Consent. Lender shall not make the Loan until the City executes and delivers to Lender the Consent and Estoppel attached hereto as Exhibit C.

14. Shortfall Payment Provisions. Borrower acknowledges that the Loan Agreement contains terms which can limit the Loan amount to less than the amount stated above, and provisions for "Shortfall Payments" if the income stream of TIF Payments is less than, or is reasonably anticipated to be less than, the anticipated TIF Payments shown on the Schedules to the Loan Agreement.

15. Lender's Rights Upon Default. If a default occurs under the Loan Documents beyond any applicable notice and cure period (an "Event of Default"), then Lender may at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Borrower's rights to receive TIF Payments under the Development Agreement, and rights to enforce the payment of the TIF Payment. Prior to any affirmative assumption of Borrower's obligations under the Development Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Borrower under the Development Agreement. Lender shall not be obligated to perform or discharge and does not by

this Assignment undertake to perform or discharge any obligation, duty or liability under the Development Agreement.

[Signatures on the following page.]

**SIGNATURE PAGE TO COLLATERAL ASSIGNMENT OF
TIF PAYMENT RIGHTS AND PROVISIONS OF DEVELOPMENT AGREEMENT
RELATED THERETO**

Dated as of the date first set forth above.

HAWTHORN:

HAWTHORN & STONE
CONSTRUCTION, INC.

By: _____

Name: Janice Faga

Title: President

CONSENT BY RIVERWALK AS A
BORROWER:

RIVERWALK OF WATERLOO, LLC

By: _____

Name: Janice Faga

Title: _____

EXHIBIT A

LEGAL DESCRIPTION

The “Property” means the real estate and improvements located thereon at 477 W. Madison Street, Waterloo, WI, which is shown on Exhibit A-1 and Legally Described as follows:

[*add legal description*]

Street Address: 477 W. Madison Street, Waterloo, WI 53594

Tax Key Numbers:

EXHIBIT A-1
DRAWING OF THE PROPERTY

[insert site plan and designate which parcel is which, if necessary]

EXHIBIT B
CONSENT OF CITY
AND ESTOPPEL

THIS CONSENT OF CITY AND ESTOPPEL is made by the City of Waterloo, Wisconsin (the “City”) for the benefit of Northwest Bank & Trust Company (“Lender”) with respect to that certain Tax Incremental Financing Developer’s Performance Agreement, dated as of June 24, 2013, between the City and Hawthorn & Stone, Inc., a Wisconsin corporation (“Borrower”) (the “Development Agreement”), in consideration of the Lender making the Loan (defined below), which is necessary for the funding of the development identified in the Development Agreement.

1. Borrower Assignment. City acknowledges that it has received the Direction of Borrower of assignment to Lender, of all rights to the TIF Payments defined below, and the provisions of the Development Agreement related thereto (“Assignment”), in connection with a Loan between Borrower and Lender in the principal amount of up to Six Hundred Twenty-Four Thousand and no/100 Dollars (\$624,000) (“Loan”, which is represented by certain “Loan Documents” by and between Borrower and Lender).

16. Payment Direction. City agrees to make all reimbursements of Developer Subsidy or Developer Revenue Obligation payments due to Borrower pursuant to Section 7.3 of the Development Agreement (the “TIF Payments”) directly to Lender at the following address: Northwest Bank & Trust Company, 100 E, Kimberly Road, Davenport, Iowa, 52806, Attn: Emily Blaylock, until Lender notifies the City that all Obligations under the Loan have been paid in full and the Assignment is terminated. City shall have no responsibility to independently verify anything regarding the Loan and shall be entitled to rely on this Assignment until it receives this Lender notice that the Assignment has been terminated. City agrees to issue a separate Municipal Revenue Obligation to evidence the TIF Payments.

17. Consent to Assignment. The City hereby consents to the foregoing Assignment, agrees to make the TIF Payments directly to Lender at the address stated above, and agrees that the City shall continue to perform its obligations under the terms of the Development Agreement, to the extent they relate to the TIF Payments, in the manner specified in the Development Agreement as if Lender were the recipient of the TIF Payments. As identified in the Development Agreement, to the extent the City creates a PILOT Agreement or Municipal Revenue Obligation, all income from the PILOT Agreement or Municipal Revenue Obligation shall be considered in lieu of taxes and therefore be counted as part of the TIF Payments.

18. No Release. Nothing in the foregoing Assignment constitutes a release by the City of Borrower from its obligations under the Development Agreement. Borrower remains responsible to the City for all of its obligations under the Development Agreement.

19. Notice and Cure Rights. The City shall provide Lender with copies of any notices given to Borrower under the Development Agreement, whether or not they related to the TIF Payments, and any notices of default thereunder, in the same manner and at the same time as required under the Development Agreement to be given to Borrower, including for notices for

any party initiating or threatening a formal process (collectively, “Challenges”), the result of which would result in reducing any payment under the Development Agreement, including, but not limited to: (a) attempts to lower the assessed valuation of the Property, (b) seeking property tax exemption status for the Property, or (c) invalidating a PILOT or guaranteed minimum tax payment or the TIF Payments. City expressly acknowledges and agrees Lender is an intended third party beneficiary for purposes of this Consent and for the rights to the TIF Payments under the Assignment, Loan, and Loan Documents. City further agrees to vigorously resist and defend any Challenges. Notices to Lender shall be made to the address set forth above, or such other address as is provided by Lender from time to time. City agrees that Lender shall have the right, but not the obligation, to cure any default by Borrower under the TIF Payments, and provisions of the Development Agreement related thereto, and City agrees to accept any cure of such a default under the Development Agreement by Lender as if such cure were tendered or performed by Borrower. Notices to Lender shall be provided in writing and deemed given upon personal delivery, or when sent by U.S. mail, certified or registered, postage prepaid, return receipt requested, by overnight courier service such as Federal Express with tracking information, or other overnight mail with tracking information, and addressed to:

Northwest Bank & Trust Company
100 East Kimberly Road
Davenport, IA 52806
Attn: President

20. Estoppel. City understands that Lender’s Loan is an integral part of the financing for the development identified in the Development Agreement, and making the Loan provides sufficient consideration to City for the representations and obligations contained herein. City represents and warrants to Lender that, in consideration of Lender providing financing to the project described in the Development Agreement, as of the date hereof: (i) the Development Agreement is and remains in full force and effect and has not been amended or modified, nor has any other agreement been entered into between the City and Borrower, or any affiliate of Borrower, that would affect the TIF Payments and the provisions of the Development Agreement related thereto; (ii) no default currently exists under the Development Agreement and no condition exists which, with the passage of time, would constitute a default under the Development Agreement; (iii) Borrower has not previously assigned the TIF Payments, or the provisions of the Development Agreement related thereto; (iv) other than the failure of Borrower to complete construction of the improvements on the Property, and to pay the real estate taxes on the Property, no default under the Development Agreement may hinder, delay, have superiority over, or prevent the payment of the TIF Payments to Borrower, in the manner identified in the Development Agreement [or on the attached Schedule]; (v) City warrants that the TIF Payments as identified in Exhibit B to Addendum No. 2 (the “Total TIF Increment”), have first priority for payment from the tax increment generated from the Property, and no other person or entity is entitled to payment from the taxes paid for the Property, other than for any TIF Revenue deficiency to cover a Shortfall, as described in Section 7.3(c) of the Development Agreement; (vi) in consideration of Lender lending money to the project to facilitate further development, City covenants with Lender not to modify or amend the Development Agreement in a manner which would affect the TIF Payments, without Lender’s prior consent; and (vii) City represents that Borrower has satisfied, to the City’s satisfaction, the following Sections of the Development

Agreement as of the date hereof and is not in default: Sections 3.1(a), 3.1(d), 3.2(b), 4.1(a), 4.1(b), 4.1(c), and 4.1(d).

21. Waiver of Setoff. City specifically waives any and all rights of setoff against Borrower as it pertains to the TIF payments due to Lender under the Assignment, Loan, or Loan Documents.

22. Payment of Real Estate Taxes and Special Assessments. City acknowledges and agrees that the payment of Real Estate Taxes and Special Assessments shall be the responsibility of Borrower, but Lender reserves the right to directly pay on Borrower's behalf such taxes and assessments in whole or in part, where if Borrower or Lender make partial payments, City will continue to make the TIF Payments pro-rata (whether to Borrower or Lender, as directed under the Assignment) in accordance with such partial payments.

23. No Waiver; Cumulative Remedies. No act, delay, or omission of Lender, or its designated agent, shall be deemed to be a waiver of any rights granted hereunder, and no waiver shall be valid unless in writing, signed by Lender, and then only to the extent therein set forth. A waiver of any right or remedy hereunder on anyone occasion shall not be construed as a bar to any right or remedy which Lender would otherwise have on any future occasion. No failure to exercise, nor any delay in exercising, on the part of Lender, or its designated agent, with respect to any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other right, power, or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law

24. No Amendment. City agrees that it shall not, without the prior written consent of the Lender, amend or modify or consent to any modification or amendment of the Development Agreement or the separate Subordination Agreement executed by the City. Lender may assign Lender's rights and obligations in whole or in part under the Assignment, Loan, and Loan Documents without consent of the City, provided Lender will provide notice to City of such assignment.

CITY OF WATERLOO, WISCONSIN

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT C

ASSIGNMENT AND DIRECTION FOR DIRECT PAYMENT

*[Letter from Borrower to the City Informing them that the TIF Payments Have been assigned
and directing the City to pay the Bank directly]*



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

ORDINANCE #2021-06

**Amending Chapter 340 Article IV UTILITIES Relating To Wireless Communications
Facilities in the Right-of-Way**

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

SECTION A: Chapter 340 Article IV Communications Utility is hereby amended as shown below incorporating the text presented here enumerating it after the exiting sections 340-27 to 340-29.

**Article IV
Communications Utility**

Section 1: Definitions

For the purposes of this Chapter, the terms below shall have the following meanings:

“Administrator” means the Waterloo Water & Light Commission Utilities Utility Manager or his or her designee.

“Application” means a formal request, including all required and requested documentation and information, submitted by an applicant to the City of Waterloo for a wireless permit.

“Applicant” means a person or entity filing an application for a wireless permit under this Chapter.

“Base Station,” consistent with 47 C.F.R. § 1.6100(b)(1), means a structure or wireless equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. This definition does not include towers or any equipment associated with a tower.

“City,” means the City of Waterloo, Wisconsin.

“Eligible Facilities Request,” consistent with 47 C.F.R. § 1.6100(b)(3), means any request for modification of an existing tower or base station that does not substantially change the physical dimensions of such tower or base station, involving: (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment.

“FCC” means the Federal Communications Commission.

“Governmental Pole,” consistent with Wis. Stat. § 66.0414(1)(n), means a utility pole that is owned or operated by the City of Waterloo in the right-of-way.

“Historic District,” consistent with Wis. Stat. § 66.0414(3)(c)5, means an area designated as historic by the City of Waterloo, listed on the national register of historic places in Wisconsin, or listed on the state register of historic places.

“Right-of-Way” means the surface of, and the space above and below the entire width of an improved

or unimproved public roadway, highway, street, bicycle lane, landscape terrace, shoulder, side slope, public sidewalk, or public utility easement over which the City of Waterloo exercises any rights of management and control or in which the City of Waterloo has an interest.

“Small Wireless Facility,” consistent with 47 C.F.R. § 1.6002(l), means a facility that meets each of the following conditions:

- (1) The structure on which antenna facilities are mounted, measured from ground level:
 - i. is 50 feet or less in height, or
 - ii. is no more than 10 percent taller than other adjacent structures, or
 - iii. is not extended to a height of more than 50 feet or by more than 10 percent above its preexisting height, whichever is greater, as a result of the collocation of new antenna facilities;
- (2) Each antenna (excluding associated antenna equipment) is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is cumulatively no more than 28 cubic feet in volume;
- (4) The facility does not require antenna structure registration under 47 C.F.R. part 17;
- (5) The facility is not located on Tribal land as defined in 36 C.F.R. § 800.16(x); and
- (6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified by federal law.

“Support Structure” means any structure in the right-of-way (other than an electric transmission structure) capable of supporting wireless equipment, including a utility pole, a wireless support structure as defined in Wis. Stat. § 66.0414(1)(zp), or a base station.

“Tower,” consistent with 47 C.F.R. § 1.6100(b)(9), means any structure built for the sole or primary purpose of supporting any Federal Communication Commission (FCC) licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

“Transmission Equipment,” consistent with 47 C.F.R. § 1.6100(b)(9), means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Underground District,” consistent with Wis. Stat. § 66.0414(3)(c)5, means an area designated by the City of Waterloo in which all pipes, pipelines, ducts, wires, lines, conduits, or other equipment, which are used for the transmission, distribution, or delivery of electrical power, heat, water, gas, sewer, or telecommunications equipment, are to be located underground.

“Utility Pole,” means a pole that is used in whole or in part by a communications service provider; used for electric distribution, lighting, traffic control, signage, or a similar function; or used for the collocation of small wireless facilities. “Utility pole” does not include a wireless support structure or an electric transmission structure.

“Utility Pole for Designated Services” means a utility pole owned or operated in a right-of-way by the City of Waterloo that is designed to, or used to, carry electric distribution lines, or cables or wires for telecommunications, cable, or electric service.

“Wireless Equipment” means an antenna facility at a fixed location that enables wireless services between user equipment and a communications network, and includes all of the following: (a) equipment associated with wireless services; (b) radio transceivers, antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a support structure; (c) regular and backup power supplies; (d) equipment that is comparable to equipment specified in this definition regardless of technical configuration. “Wireless Equipment” does not include (a) the structure or improvements on, under, or within which the equipment is collocated; (b) wireline backhaul facilities; or (c) coaxial, metallic, or fiber-optic cable that is between utility poles or wireless support structures or that is not adjacent to a particular antenna. The definition of “Wireless Equipment” in this ordinance is consistent with the definition of “wireless facility” in Wis. Stat. § 66.0414(1)(z).

“Wireless Facility” or “Facility” means an installation at a fixed location in the right-of-way consisting of wireless equipment and the support structure, if any, associated with the wireless equipment.

“Wireless Infrastructure Provider” means any person or entity, other than a wireless services provider, that builds or installs wireless communications transmission equipment, antenna equipment, or wireless support structures.

“Wireless Permit” or “Permit” means a permit issued pursuant to this Chapter and authorizing the placement or modification of a wireless facility of a design specified in the permit at a particular location within the right-of-way, and the modification of any existing support structure to which the wireless facility is proposed to be attached.

“Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

“Wireless Regulations” means those regulations adopted pursuant to Section 5(b)(1) to implement the provisions of this Chapter.

“Wireless Services” means any service using licensed or unlicensed wireless spectrum, including the use of a Wi-Fi network, whether at a fixed location or by means of a mobile device.

“Wireless Service Provider” means a person or entity that provides wireless services.

Definitions in this Section may contain quotations or citations to 47 C.F.R. §§ 1.6100 and 1.6002 and Wis. Stat. § 66.0414. In the event that any referenced section is amended, creating a conflict between the definition as set forth in this Chapter and the amended language of the referenced section, the definition in the referenced section, as amended, shall control. City of Waterloo

Section 2: Purpose

In the exercise of its police powers, the City of Waterloo has priority over all other uses of the right-of-way. The purpose of this Chapter is to provide the City of Waterloo with a process for managing, and uniform standards for acting upon, requests for the placement of wireless facilities within the right-of-

way consistent with the City of Waterloo obligation to promote the public health, safety, and welfare; to manage the right-of-way; and to ensure that the public's use is not obstructed or incommoded by the use of the right-of-way for the placement of wireless facilities. The City of Waterloo recognizes the importance of wireless facilities to provide high-quality communications and internet access services to residents and businesses within the City of Waterloo. The City of Waterloo also recognizes its obligation to comply with applicable Federal and State laws regarding the placement of wireless facilities in the right-of-way including, without limitation, the Telecommunications Act of 1996 (47 U.S.C. § 151 et seq.), Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Wis. Stat. § 182.017, Wis. Stat. § 196.58, and Wis. Stat. § 66.0414, as amended, and this Chapter shall be interpreted consistent with those provisions.

Section 3: Scope

(a) **Applicability.** Unless exempted by Section 3(b), below, every person who wishes to place a wireless facility in the right-of-way or modify an existing wireless facility in the right-of-way must obtain a wireless permit under this Chapter.

(b) **Exempt Facilities.** The provisions of this Chapter (other than Sections 10-13) shall not be applied to applications for the following:

- (1) Installation, maintenance, operation, or replacement of a small wireless facility strung on cables between two existing utility poles in compliance with the National Electrical Safety Code, provided that the small wireless facility does not exceed 24 inches in length, 15 inches in width, and 12 inches in height and has no exterior antenna longer than 11 inches.
- (2) Installation of a mobile cell facility (commonly referred to as "cell on wheels" or "cell on truck") for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.
- (3) Placement or modification of a wireless facility by City of Waterloo staff or any person performing work under contract with the City of Waterloo.
- (4) The replacement of an existing small wireless facility with a small wireless facility that is substantially similar to, or the same size or smaller than, the existing small wireless facility, provided that there is no change to the support structure on which the small wireless facility is placed.
- (5) Routine maintenance of a wireless facility.

(c) **Placement on City of Waterloo-Owned or –Controlled Support Structures.** Any applicant who wishes to place wireless equipment on a support structure owned or controlled by the City of Waterloo, including governmental poles and utility poles for designated services, must obtain a wireless permit under this Chapter and enter into an attachment agreement with the Waterloo Water & Light Commission. The agreement shall include provisions regarding make-ready work and specify the compensation to be paid to the City of Waterloo for use of the support structure in accordance with the standards set out in Wis. Stat. § 66.0414(4), as amended. Unless prohibited by state or federal law, the person or entity seeking the agreement shall reimburse the City of Waterloo for all costs the City of Waterloo incurs in connection with its review of and action upon the request for an agreement.

Section 4: Nondiscrimination

In establishing the rights, obligations, and conditions set forth in this Chapter, it is the intent of the City of Waterloo to treat each applicant and right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, while taking into account the unique

technologies, situation, and legal status of each applicant or request for use of the right-of-way.

Section 5: Administration

(a) **Administrator.** The administrator is responsible for administering this Chapter.

(b) **Powers.** As part of the administration of this Chapter, the administrator may:

- (1) Adopt wireless regulations governing the placement and modification of wireless facilities in addition to but consistent with the requirements of this Chapter, including regulations governing collocation, the resolution of conflicting applications for placement of wireless facilities, and aesthetic standards. The regulations must be published in advance of their enforcement.
- (2) Interpret the provisions of the Chapter and the wireless regulations.
- (3) Develop forms and procedures for submission of applications for wireless permits consistent with this Chapter.
- (4) Collect any fee required by this Chapter.
- (5) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations.
- (6) Issue notices of incompleteness or requests for information in connection with any wireless permit application.
- (7) Select and retain an independent consultant or attorney with expertise in telecommunications to review any issue that involves specialized or expert knowledge in connection with any permit application.
- (8) Coordinate and consult with other City of Waterloo staff, committees, and governing bodies to ensure timely action on all other required permits under Section 6(b)(11) of this Chapter.
- (9) Negotiate attachment agreements for the placement of wireless equipment on governmental poles or utility poles for designated.
- (10) Subject to appeal as provided in Section 8(d) of this Chapter, determine whether to grant, grant subject to conditions, or deny an application.
- (11) Take such other steps as may be required to timely act upon wireless permit applications, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

Section 6: Application

(a) **Format.** Unless the wireless regulations provide otherwise, the applicant must submit both a paper copy and an electronic copy (in a searchable format) of any application, as well as any amendments or supplements to the application or responses to requests for information regarding an application, to the Administrator. An application is not complete until both the paper and electronic copies are received by the Administrator.

(b) **Content.** In order to be considered complete, an application must contain:

- (1) All information required pursuant to the wireless regulations.
- (2) A completed application cover sheet signed by an authorized representative of the applicant.
- (3) The name of the applicant (including any corporate or trade name), and the name, address, email address, and telephone number of a local representative and of all duly authorized representatives and consultants acting on behalf of the applicant with respect to the filing of the application. If the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider(s) that will be using the wireless facility must also be provided.
- (4) A statement of which state or federal deadline(s) apply to the application.
- (5) A separate and complete description of each proposed wireless facility and the work that will be required to install or modify it, including but not limited to detail regarding proposed excavations, if any; detailed site plans showing the location of the facility and technical specifications for each element of the facility, clearly describing the site and all structures and equipment at the site before and after installation or modification and identifying the owners of such preexisting structures and equipment; and describing the distance to the nearest residential dwelling unit. Before and after 360-degree photo simulations must be provided for each facility.
- (6) A certification by the applicant that the wireless facility will not materially interfere with the safe operation of traffic control equipment or sight lines or clear zones for transportation of pedestrians, and will fully comply with the federal Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.
- (7) A certification by the applicant that the wireless facility will comply with relevant FCC regulations concerning radio frequency emissions from radio transmitters and unacceptable interference with public safety spectrum, including compliance with the abatement and resolution procedures for interference with public safety spectrum established by the FCC set forth in 47 C.F.R. §§ 22.97 to 22.973 and 47 C.F.R. §§ 90.672 to 90.675.
- (8) A statement that the wireless facility will comply with the state electrical wiring code, as defined in Wis. Stat. § 101.80(4), as amended; the state plumbing code specified in Wis. Stat. § 145.13, as amended; the fire prevention code under Wis. Admin. Code § SPS 314, as amended; the Wisconsin commercial building code under Wis. Admin. Code §§ SPS 361 to 366, as amended; the Wisconsin uniform dwelling code under Wis. Admin. Code §§ SPS 320 to 325, as amended; and all local amendments to those codes enacted solely to address imminent threats of destruction of property or injury to persons.
- (9) A structural report performed by a professional engineer registered in the State of Wisconsin evidencing that the support structure on which the wireless equipment will be mounted will structurally support the equipment, or that the structure may and will be modified to meet structural requirements, in accordance with applicable codes, including the National Electric Safety Code and the National Electric Code.
- (10) If the support structure on which the wireless equipment will be mounted is owned by a third party, a certification that the applicant has permission from the owner to mount its equipment on the structure. This is not required if the support structure is a governmental pole or a utility pole for designated services, as permission will be evidenced by the executed attachment agreement referenced in Section 3(c).

(11) To the extent that filing of the wireless permit application establishes a deadline for action on any other permit that may be required in connection with the wireless facility, the application must include complete copies of applications for every required permit (including without limitation electrical permits, building permits, traffic control permits, and excavation permits), with all engineering completed.

(12) Payment of all required fees.

(c) **Waivers.** Requests for waivers from any requirement of this Section 6 shall be made in writing to the Administrator. The Administrator may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of the waiver, the City of Waterloo will be provided with all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the wireless permit sought.

(d) **Eligible Facilities Requests.** If the applicant asserts in writing that its application is an eligible facilities request, the City of Waterloo will only require the applicant to provide that information set forth in subsection (b) to the extent reasonably related to determining whether the request meets the definition of “eligible facilities request” under 47 C.F.R. § 1.6100(b)(3). The applicant will be required to submit evidence that the application relates to an existing tower or base station that has been approved by the City of Waterloo. Before and after 360-degree photo simulations must be provided with detailed specifications demonstrating that the modification does not substantially change the physical dimensions of the existing approved tower or base station.

(e) **Fees.** Applicant must pay an application fee in an amount set by the Common Council to allow recovery of the City of Waterloo’s direct costs of processing the application, subject to the limits contained in state and federal law, including Wis. Stat. § 66.0414(3)(d), as amended.

(f) **Public Records.** Applications are public records that may be made publicly available pursuant to state and federal public records law. Notwithstanding the foregoing, the applicant may designate portions of the application materials that it reasonably believes contain proprietary or confidential information by clearly marking each portion of such materials accordingly, and the City of Waterloo shall endeavor to treat the information as proprietary and confidential, subject to applicable state and federal public records laws and the Administrator’s determination that the applicant’s request for confidential or proprietary treatment of the application materials is reasonable. The City of Waterloo shall not be required to incur any costs to protect the application from disclosure.

Section 7: General Standards

(a) **Generally.** Wireless facilities shall meet the minimum requirements set forth in this Chapter and the wireless regulations, in addition to the requirements of any other applicable law or regulation.

(b) **Regulations.** The wireless regulations and decisions on wireless permits shall, at a minimum, ensure that the requirements of this Chapter are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of telecommunications or personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter and the wireless regulations may be waived, but only to the extent required to avoid the prohibition.

(c) **Standards.**

(1) Wireless facilities shall be installed and modified in a manner that:

- (A) Minimizes risks to public safety;
- (B) Ensures that placement of wireless equipment on existing support structures is within the tolerance of those structures;
- (C) Ensures that new support structures will not be installed when the applicant has the right to place its wireless facility on an existing structure on reasonable terms and conditions and placement in that location is technically feasible and not materially more expensive;
- (D) Avoids installation or modification of a utility pole that would exceed the height limits set forth in Wis. Stat. § 66.0414(2)(e)2, as amended;
- (E) Avoids placement of aboveground wireless facilities in historic districts and underground districts (except for placing equipment on or replacing pre-existing support structures, so long as the collocation or replacement reasonably conforms to the design aesthetics of the original support structure);
- (F) Avoids placement of wireless facilities in residential areas when commercial or industrial areas are reasonably available;
- (G) Maintains the integrity and character of the neighborhoods and corridors in which the facilities are located;
- (H) Ensures that the City of Waterloo bears no risk or liability as a result of the installations; and
- (I) Ensures that applicant's use does not obstruct or hinder travel, drainage, maintenance, or the public health, safety, and general welfare; inconvenience the public; interfere with the primary uses of the right-of-way; or hinder the ability of the City of Waterloo or other government entities to improve, modify, relocate, abandon, or vacate the right-of-way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right-of-way.

(2) In no event may ground-mounted equipment interfere with pedestrian or vehicular traffic and at all times must comply with the requirements of the Americans with Disabilities Act of 1990.

(d) **Standard Permit Conditions.** All wireless permits, whether granted under this Chapter or deemed granted by operation of state or federal law, are issued subject to the following minimum conditions:

(1) **Compliance.** The permit holder shall at all times maintain compliance with all applicable Federal, State, and local laws, regulations, and other rules.

(2) **Construction Deadline.** The permit holder shall commence the activity authorized by the permit no later than 365 days after the permit is granted and shall pursue work on the activity until completion.

(3) **Contact Information.** The permit holder shall at all times maintain with the City of Waterloo accurate contact information for the permit holder and all wireless service providers making use of the facility, which shall include a phone number, mailing address, and email address for at least one natural person.

(4) **Emergencies.** The City of Waterloo shall have the right to support, repair, disable, or remove any elements of the facilities in emergencies or when the facility threatens imminent harm to persons or property.

(5) **Indemnification.** The permit holder, by accepting a permit under this Chapter, agrees to indemnify and hold harmless the City of Waterloo, its elected and appointed officials, officers, employees, agents, representatives, and volunteers (collectively, the "Indemnified Parties") from and against any and all liability and loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of rights-of-way by the permit holder

or anyone acting under its direction or control or on its behalf arising out of the rights and privileges granted under this Chapter, even if liability is also sought to be imposed on one or more of the Indemnified Parties. The obligation to indemnify, and hold harmless the Indemnified Parties shall be applicable even if the liability results in part from an act or failure to act on the part of one or more of the Indemnified Parties. However, the obligation does not apply if the liability results from the sole negligence or willful misconduct of an Indemnified Party.

(6) **Adverse Impacts on Adjacent Properties.** The permit holder shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the facility.

(7) **General Maintenance.** The wireless facility and any associated structures shall be maintained in a neat and clean manner and in accordance with all approved plans and conditions of approval.

(8) **Graffiti Removal.** All graffiti on facilities shall be removed at the sole expense of the permit holder within 48 hours after notification from the City of Waterloo.

(9) **Relocation.** At the request of the City of Waterloo pursuant to Section 10 of this Chapter, the permit holder shall promptly and at its own expense permanently remove and relocate its wireless facility in the right-of-way.

(10) **Abandonment.** The permit holder shall promptly notify the City of Waterloo whenever a facility has not been in use for a continuous period of 60 days or longer and must comply with Section 11 of this Chapter.

(11) **Restoration.** A permit holder who removes or relocates a facility from the right-of-way or otherwise causes any damage to the right-of-way in connection with its activities under this Chapter must restore the right-of-way in accordance with Section 12 of this Chapter.

(12) **Record Retention.** The permit holder shall retain full and complete copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation all conditions of approval, approved plans, resolutions, and other documentation associated with the permit or regulatory approval. In the event the City of Waterloo cannot locate any such full and complete permits or other regulatory approvals in its official records, and the permit holder fails to retain full and complete records in the permit holder's files, any ambiguities or uncertainties that would be resolved through an examination of the missing documents will be conclusively resolved against the permit holder.

(13) **Radio Frequency Emissions.** Every wireless facility shall at all times comply with applicable FCC regulations governing radio frequency emissions, and failure to comply with such regulations shall be treated as a material violation of the terms of the permit.

(14) **Certificate of Insurance.** A certificate of insurance sufficient to demonstrate to the satisfaction of the Administrator that the applicant has the capability to cover any liability that might arise out of the presence of the facility in the right-of-way.

Section 8: Application Processing and Appeal

(a) **Rejection for Incompleteness.** Notices of incompleteness shall be provided in conformity with state, local, and federal law, including 47 C.F.R. § 1.6003(d) and Wis. Stat. § 66.0414(3)(c), as amended.

(b) **Processing Timeline.** Wireless permit applications (including applications for other permits under Section 6(b)(11) necessary to place or modify the facility) and appeals will be processed in conformity with the deadlines set forth in state, local, and federal law, as amended, unless the applicant and the City of Waterloo agree to an extension.

(c) **Written Decision.** In the event that an application is denied (or approved with conditions beyond the standard permit conditions set forth in Section 7(d)), the Administrator shall issue a written decision with the reasons therefor, supported by substantial evidence contained in a written record. If the permit is for a small wireless facility, the applicant may cure the deficiencies identified in the written decision denying the permit and re-submit the application no later than 30 days after receipt without being required to pay an additional application fee.

(d) **Appeal to City Council.** Any person adversely affected by the decision of the Administrator may appeal that decision to the Waterloo Utility Commission or Waterloo Common Council, which may decide the issues *de novo*, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the wireless facility. If an applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the documentation accompanying the appeal must include that contention and provide all evidence on which the applicant relies in support of that claim.

(e) **Deadline to Appeal.**

(1) Appeals that involve eligible facilities requests must be filed within three business days of the written decision of the Administrator.

(2) All other appeals not governed by Section 8(e)(1), above, must be filed within seven business days of the written decision of the Administrator, unless the Administrator extends the time therefor. An extension may not be granted where extension would result in approval of the application by operation of law.

(d) **Decision Deadline.** All appeals shall be conducted so that a timely written decision may be issued in accordance with the applicable deadline.

Section 9: Revocation

(a) **Revocation for Breach.** A wireless permit may be revoked for failure to comply with the conditions of the permit or applicable federal, state, or local laws, rules, or regulations. Upon revocation, the facilities for which the permit has been revoked must be removed within 30 days of receipt of written notice from the City of Waterloo. All costs incurred by the City of Waterloo in connection with the revocation, removal, and right-of-way restoration shall be paid by the permit holder.

(b) **Failure to Obtain Permit.** Unless exempted from permitting by Section 3(b) of this Chapter, a wireless facility installed without a wireless permit must be removed within 30 days of receipt of written notice from the City of Waterloo. All costs incurred by the City of Waterloo in connection with the notice, removal, and right-of-way restoration shall be paid by the entities who own or control any part of the wireless facility.

Section 10: Relocation

Except as otherwise prohibited by state or federal law, a permit holder must promptly and at its own expense, with due regard for seasonal working conditions and as directed by the City of Waterloo,

permanently remove and relocate any of its wireless facilities in the right-of-way whenever such relocation is necessary to prevent the wireless facility from interfering with a present or future City of Waterloo use of the right-of-way; a public improvement undertaken by the City of Waterloo; an economic development project in which the City of Waterloo has an interest or investment; when the public health, safety, or welfare require it; or when necessary to prevent interference with the safety and convenience of ordinary travel over the right-of-way. Notwithstanding the foregoing, a permit holder shall not be required to remove or relocate its facilities from any right-of-way that has been vacated in favor of a non-governmental entity unless and until that entity pays the reasonable costs of removal or relocation to the permit holder.

Section 11: Abandonment

(a) **Cessation of Use.** In the event that a permitted facility within the right-of-way is not in use for a continuous period of 60 days or longer, the permit holder must promptly notify the City of Waterloo and do one of the following:

(1) Provide information satisfactory to the Administrator that the permit holder's obligations for its facilities under this Chapter have been lawfully assumed by another permit holder.

(2) Submit to the Administrator a proposal and instruments for dedication of the facilities to the City. If a permit holder proceeds under this Section 11(a)(2), the City of Waterloo may, at its option:

(A) Accept the dedication for all or a portion of the facilities;

(B) Require the permit holder, at its own expense, to remove the facilities and perform the required restoration under Section 12; or

(C) Require the permit holder to post a bond or provide payment sufficient to reimburse the City of Waterloo for reasonably anticipated costs to be incurred in removing the facilities and undertaking restoration under Section 12.

(3) Remove its facilities from the right-of-way within one year and perform the required restoration under Section 12, unless the Administrator waives this requirement or provides a later deadline.

(b) **Abandoned Facilities.** Facilities of a permit holder who fails to comply with Section 11(a) and which, for one year, remain unused shall be deemed to be abandoned. Abandoned facilities are deemed to be a nuisance. In addition to any remedies or rights it has at law or in equity, the City of Waterloo may, at its option:

(1) abate the nuisance and recover the cost from the permit holder or the permit holder's successor in interest;

(2) take possession of the facilities; and/or

(3) require removal of the facilities by the permit holder or the permit holder's successor in interest.

Section 12: Restoration

In the event that a permit holder removes or is required to remove a wireless facility from the right-of-way under this Chapter (or relocate it pursuant to Section 10), or otherwise causes any damage to the right-of-way in connection with its activities under this Chapter, the permit holder must restore the

right-of-way to its prior condition in accordance with City of Waterloo specifications. However, a support structure owned by another entity authorized to maintain that support structure in the right-of-way need not be removed but must instead be restored to its prior condition. If the permit holder fails to make the restorations required by this Section 12, the City of Waterloo at its option may do such work after providing 15 days' written notice to the permit holder. In that event, the permit holder shall pay to the City of Waterloo, within 30 days of billing therefor, the cost of restoring the right-of-way.

Section 13: Severability

If any section, subsection, clause, phrase, or portion of this Chapter is for any reason held to be illegal or otherwise invalid by any court or administrative agency of competent jurisdiction, such illegal or invalid portion shall be severable and shall not affect or impair any remaining portion of this Chapter, which shall remain in full force and effect.

Section 14: Use Fee

The permit holder must pay to the City an annual fee to use the right of way (Use Fee). The Use Fee shall equal the maximum fee allowable under Wis. Stat. § 66.0414(2)(c). The permit holder shall be invoiced for the first Use Fee on the date the permit is issued, prorated based on the proportion of the calendar year then remaining. Subsequent invoicing shall be prospective and occur each January. If the permit holder fails to pay the Use Fee within 30 days after it is due, the permit holder shall pay interest of two percent per month on the amount past due.

SECTION B: This ordinance shall take effect and be in force from and after its passage and posting as provided by law.

**BY ORDER OF THE CITY COUNCIL OF THE CITY OF
WATERLOO**

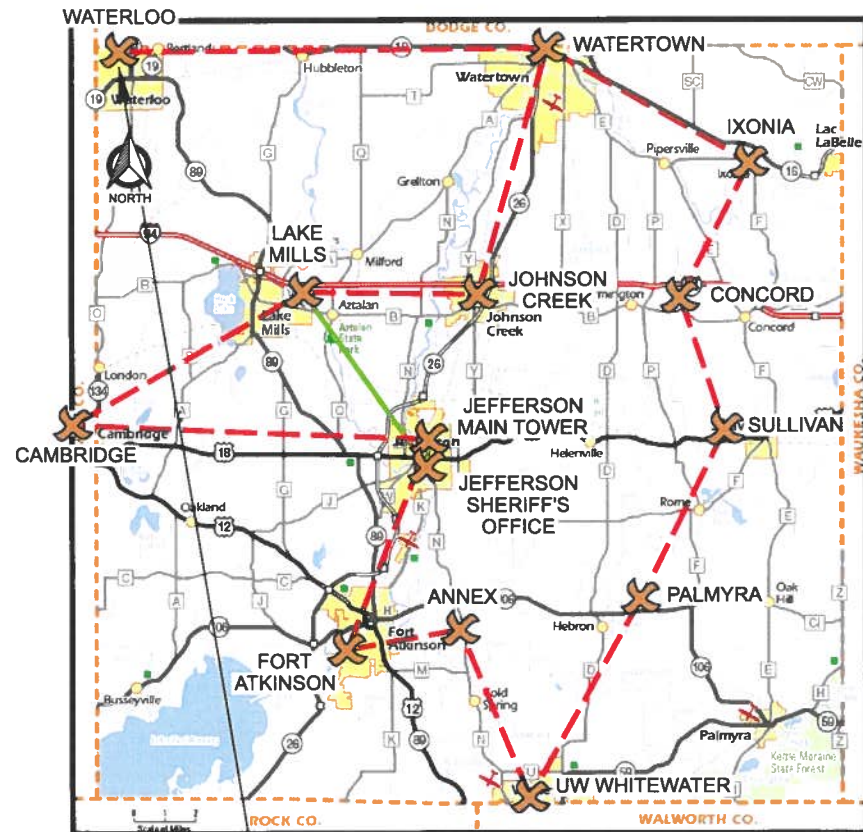
Mayor

Attest:

Date Adopted: _____

Date Published: _____

FISCAL EFFECT: New revenue to Waterloo Utilities.



SITE LOCATION



WATERLOO (27651) WATERLOO, WISCONSIN 60' FREE STANDING TOWER

PROJECT DIRECTORY

ENGINEERING COMPANY:
EDGE CONSULTING ENGINEERS, INC.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
CONTACT: ARLEN OSTRENG
PHONE: (608) 644-1449

OWNER
JEFFERSON COUNTY SHERIFF'S OFFICE
411 S CENTER AVE.
JEFFERSON, WI 53549-1703
CONTACT: (920) 674-7346
NAME: TODD LINDERT

TECHNOLOGY CONSULTANT:
TRUE NORTH CONSULTING GROUP
140 3RD STREET SOUTH
STILLWATER, MN 55082
CONTACT: (651) 705-1255
NAME: JOHN THOMPSON

RADIO SYSTEM VENDOR:
GENERAL COMMUNICATIONS
2880 COMMERCE PARK DR.
MADISON, WI 53719
CONTACT: (608) 271-4848
NAME: CHAD TOMASZEWSKI

ELECTRICAL SERVICE PROVIDER:
WATERLOO UTILITIES
575 COMMERCIAL AVE
WATERLOO, WI 53594
CONTACT: (920) 478-2260

PROJECT INFO

SITE ADDRESS:
HERRON CT (END OF COURT)
WATERLOO, WI 53594

PROPERTY OWNER(S):
JEFFERSON COUNTY
311 S CENTER AVE
JEFFERSON, WI 53549

CITY OF WATERLOO
WATER & LIGHT COMMISSION
136 N MONROE ST
WATERLOO, WI 53594

TOWER OWNER:
JEFFERSON COUNTY
311 S CENTER AVE
JEFFERSON, WI 53549

TOWER COORDINATES (PER EDGE SURVEY):
LAT (NAD83/2011): 43°-11'-27" N (43.190833)
LONG (NAD83/2011): 88°-59'-53" W (-88.998056)
GROUND ELEVATION (NAVD 88): 938.1'
ASR NUMBER: NA

PLSS INFORMATION
PART OF SW 1/4 OF THE NE 1/4
SECTION 06, T8N, R13W
CITY OF WATERLOO
JEFFERSON COUNTY
WISCONSIN

PARCEL ID(S): 290-0813-0613-034
290-0813-0613-001

ZONING CLASSIFICATION(S): ???

SHEET INDEX

NO.:	SHEET TITLE
G-001	TITLE SHEET
C-101	OVERALL SITE PLAN
C-102	ENLARGED SITE PLAN
C-103	DEMOLITION PLAN
C-104	COMPOUND PLAN
C-105	GRADING AND EROSION CONTROL PLAN
C-501	SITE DETAILS
C-502	FENCE DETAILS
C-503	SHELTER FOUNDATION DETAILS
C-504	GENERATOR FUEL SYSTEM DETAILS
C-505	GRADING & EROSION CONTROL DETAILS
A-101	SHELTER FLOOR PLAN
A-102	SHELTER CEILING PLAN
A-201	SHELTER ELEVATIONS: EXTERIOR
A-202	SHELTER ELEVATIONS: INTERIOR
A-301	SHELTER DETAILS
T-201	TOWER LOADING / ELEVATION
T-501	TRANSMISSION LINE INSTALLATION DETAILS
T-502	ICE BRIDGE DETAILS
T-503	ANTENNA INSTALLATION DETAILS
E-101	GROUNDING PLAN
E-102	UTILITY PLAN
E-103	SHELTER GROUNDING PLAN
E-104	SHELTER ELECTRICAL PLAN
E-501	GROUNDING DETAILS
E-502	GROUNDING DETAILS
E-503	GROUNDING DETAILS
E-504	UTILITY DETAILS
E-505	UTILITY RACK DETAILS

CONSULTANT:

Edge
Consulting Engineers, Inc.
824 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1448 VOICE
608.644.1549 FAX
www.edgeconsult.com

CLIENT:



TITLE SHEET
WATERLOO (27651)
WATERLOO, WISCONSIN

SUBMITTAL:

INT.	DATE	DESCRIPTION

CHECKED BY	AJO
PLOT DATE	5/12/2021
PROJECT NUMBER	27651
SET TYPE	BD
SHEET NUMBER	G-001



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGERS HOTLINE

TOLL FREE: 1-800-242-8511
FAX A LOCATE: 1-800-242-5811

WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

ENGINEER SEAL:



I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

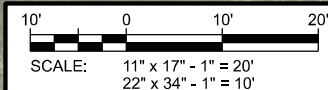
SIGNATURE

DATE

[Signature]
5-12-2021

[illegible]

1. NORTH ARROW SHOWN AS APPROXIMATE.
2. AERIAL IMAGERY PER UAS-DRONE FLIGHT:
EDGE CONSULTING ENGINEERS, INC. ON 08/19/2020
3. NO PROPERTY SURVEY WAS PERFORMED AS PART OF THIS PROJECT. ALL PROPERTY LINES SHOWN ARE APPROXIMATE.
4. TOPOGRAPHIC FEATURES PER TOPOGRAPHIC SURVEY BY:
EDGE CONSULTING ENGINEERS, INC. ON 08/19/2020
5. UNDERGROUND UTILITIES SHOWN PER:
DIGGERS HOTLINE TICKET #: 20203315088
UTILITIES NOTIFIED INCLUDE:
CHARTER COMMUNICATIONS CHC01
FRONTIER COMMUNICATIONS - NORTHERN FTR01
WE ENERGIES-WG GAS-WOWGG
WATERLOO WATER & LIGHT WWL01





NORTH

KEYNOTES: (THIS SHEET)

- A. EXISTING 17 KW HONEYWELL GENERATOR
MODEL #: 006260R2
TO BE RELOCATED BY CONTRACTOR
- B. EXISTING 120 GAL. LP TANK
TO BE RELOCATED BY CONTRACTOR (TYP. OF 2)
- C. EXISTING FENCE
TO BE REMOVED BY CONTRACTOR
- D. EXISTING EQUIPMENT BUILDING
TO BE REMOVED BY CONTRACTOR AFTER NEW
CONSTRUCTION IS COMPLETE AND NEW RADIO SYSTEM IS
OPERATIONAL.
- E. EXISTING ELECTRIC METER
TO BE REMOVED AFTER NEW CONSTRUCTION IS COMPLETE
AND NEW RADIO SYSTEM IS OPERATIONAL.
- F. CLEARING AND GRUBBING LIMITS

CONSULTANT:



CLIENT:



DEMOLITION PLAN
WATERLOO (27651)
WATERLOO, WISCONSIN

SUBMITTAL:

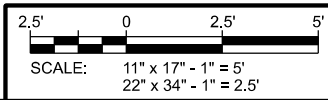
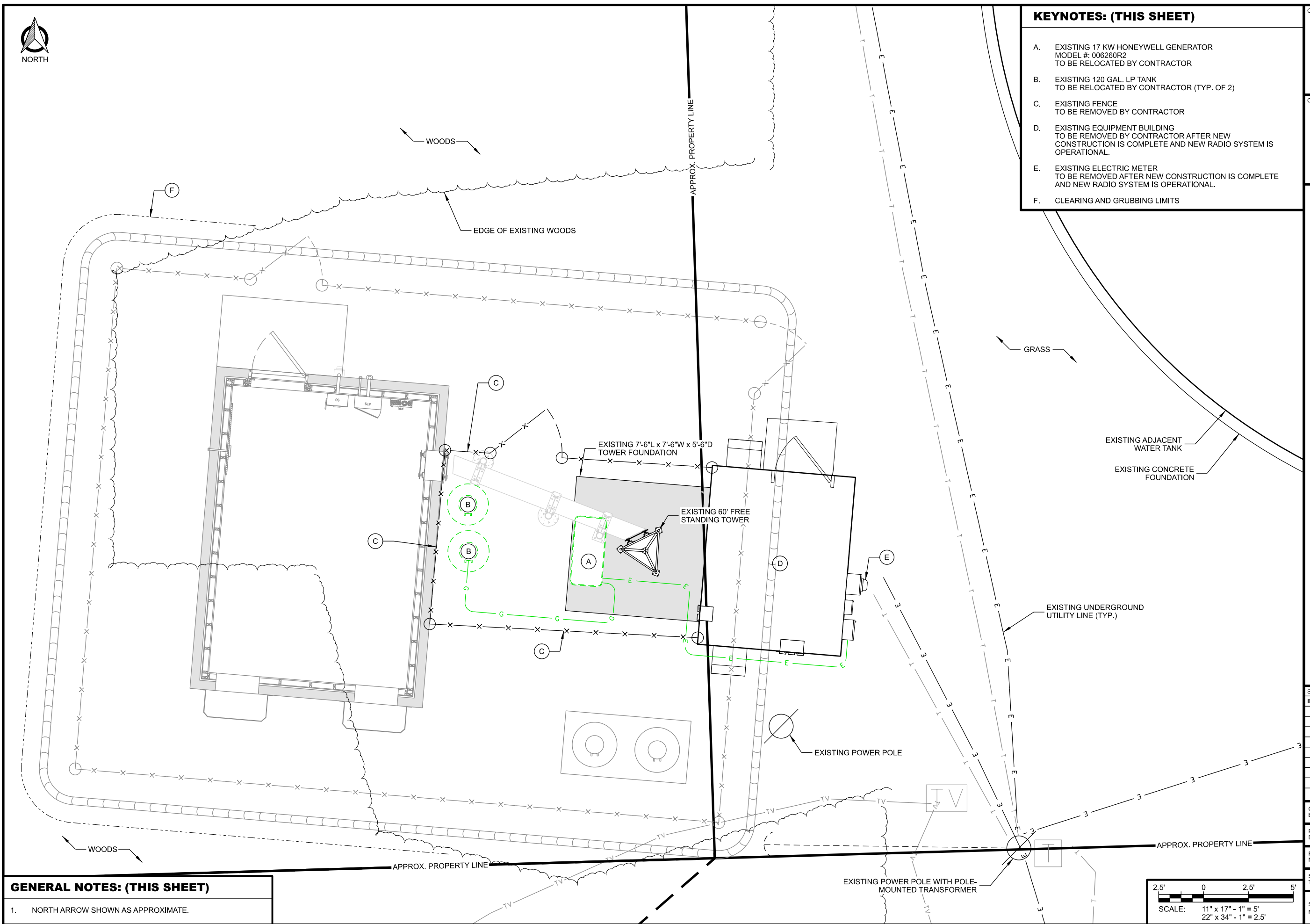
INT.	DATE:	DESCRIPTION:

CHECKED BY:	AJO
PLOT DATE:	5/12/2021
PROJECT NUMBER:	27651
SET TYPE:	BD
SHEET NUMBER:	C-103

GENERAL NOTES: (THIS SHEET)

1. NORTH ARROW SHOWN AS APPROXIMATE.

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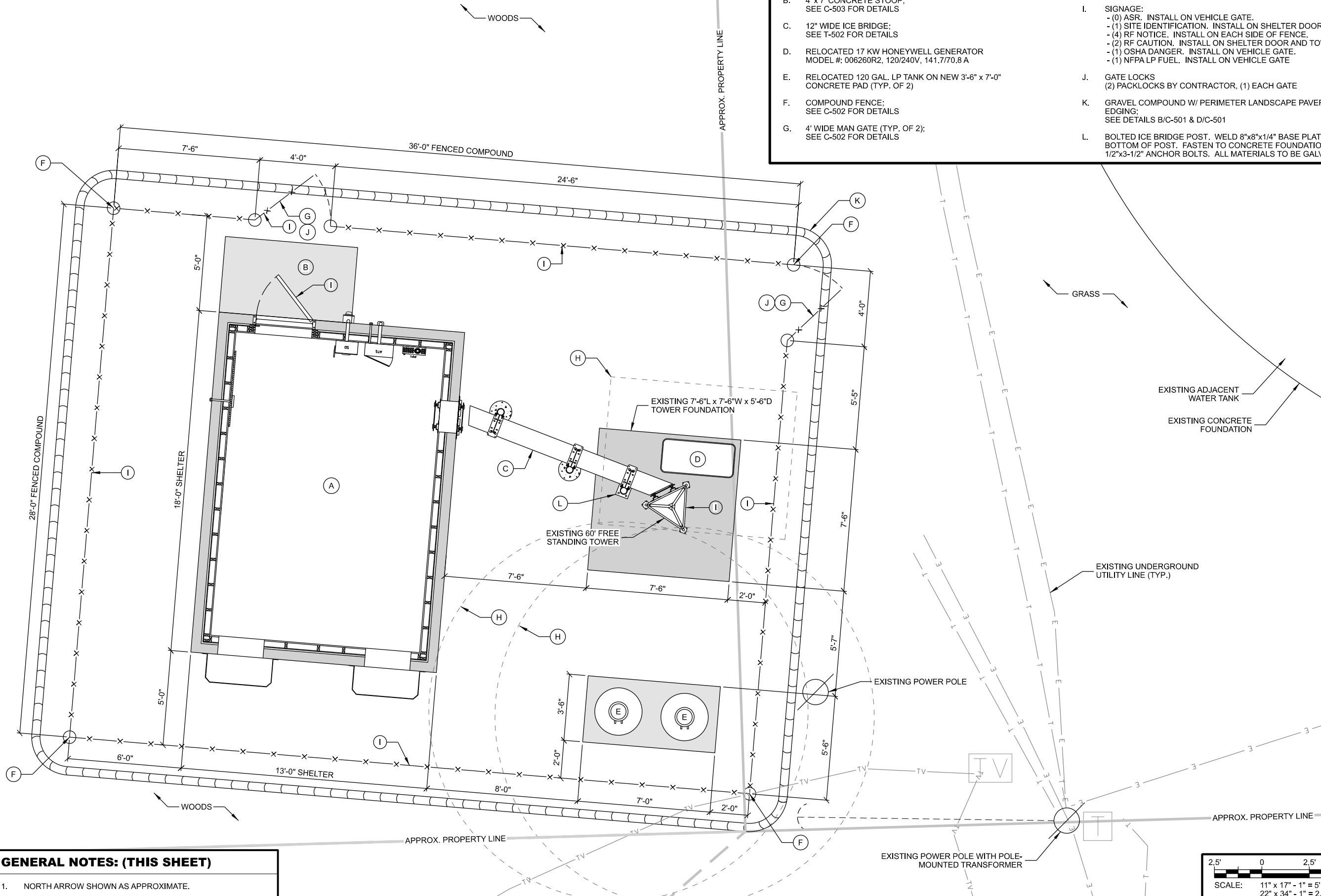
A.	JEFFERSON COUNTY EQUIPMENT SHELTER; SEE A-101 FOR DETAILS	H.	CLEARANCE ZONE/SETBACKS: - 10' AROUND LP TANK(S) - 3' AROUND GENERATOR
B.	4' x 7' CONCRETE STOOP; SEE C-503 FOR DETAILS	I.	SIGNAGE: - (0) ASR. INSTALL ON VEHICLE GATE. - (1) SITE IDENTIFICATION. INSTALL ON SHELTER DOOR. - (4) RF NOTICE. INSTALL ON EACH SIDE OF FENCE. - (2) RF CAUTION. INSTALL ON SHELTER DOOR AND TOWER - (1) OSHA DANGER. INSTALL ON VEHICLE GATE. - (1) NFPA LP FUEL. INSTALL ON VEHICLE GATE
C.	12" WIDE ICE BRIDGE; SEE T-502 FOR DETAILS	J.	GATE LOCKS (2) PACKLOCKS BY CONTRACTOR, (1) EACH GATE
D.	RELOCATED 17 KW HONEYWELL GENERATOR MODEL #: 006260R2, 120/240V, 141.7/770.8 A	K.	GRAVEL COMPOUND W/ PERIMETER LANDSCAPE PAVER EDGING; SEE DETAILS B/C-501 & D/C-501
E.	RELOCATED 120 GAL. LP TANK ON NEW 3'-6" x 7'-0" CONCRETE PAD (TYP. OF 2)	L.	BOLTED ICE BRIDGE POST. WELD 8"x8"x1/4" BASE PLATE TO BOTTOM OF POST. FASTEN TO CONCRETE FOUNDATION W/ (4) 1/2"x3-1/2" ANCHOR BOLTS. ALL MATERIALS TO BE GALVANIZED.
F.	COMPOUND FENCE; SEE C-502 FOR DETAILS		
G.	4' WIDE MAN GATE (TYP. OF 2); SEE C-502 FOR DETAILS		

CLIENT:

The logo for Jefferson County, Wisconsin, is a circular seal. It features a central five-pointed star. Inside the star, there is a stylized illustration of a Native American person. The points of the star contain various symbols: a plow, a sheaf of wheat, a cow, and a fish. The words "JEFFERSON COUNTY WI." are written in a blue arc across the top of the circle, and "ESTABLISHED 1836" is written in a blue arc across the bottom.

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
CHECKED BY	AJO	
PLOT DATE	5/12/2021	
PROJECT NUMBER	27651	
SET TYPE	BD	
SHEET NUMBER	C-104	

1. NORTH ARROW SHOWN AS APPROXIMATE.

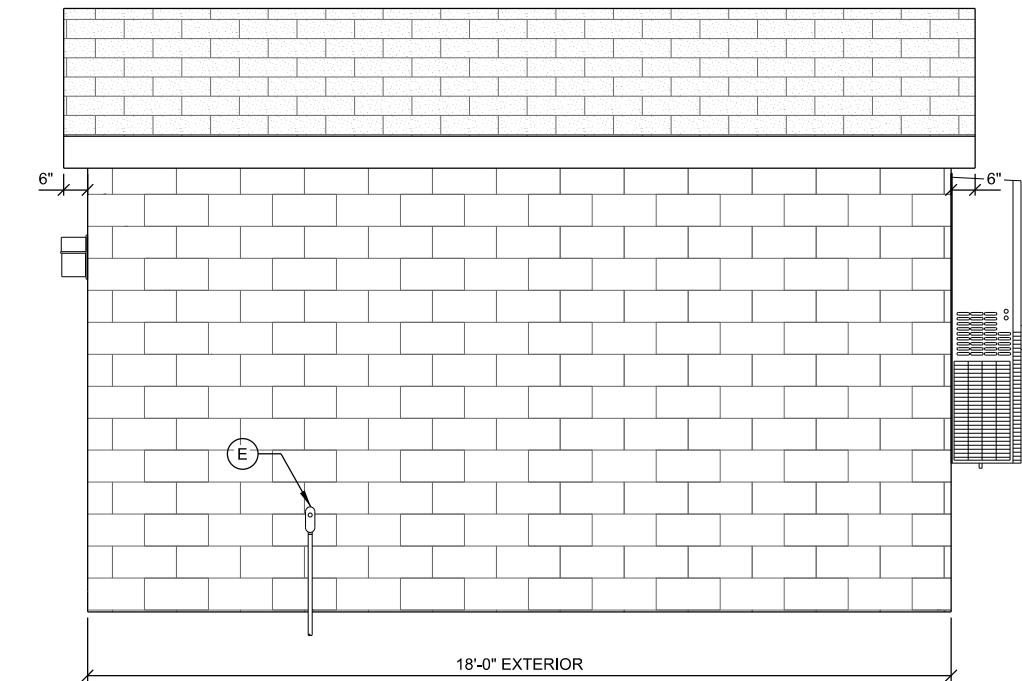


KEYNOTES: (THIS SHEET)

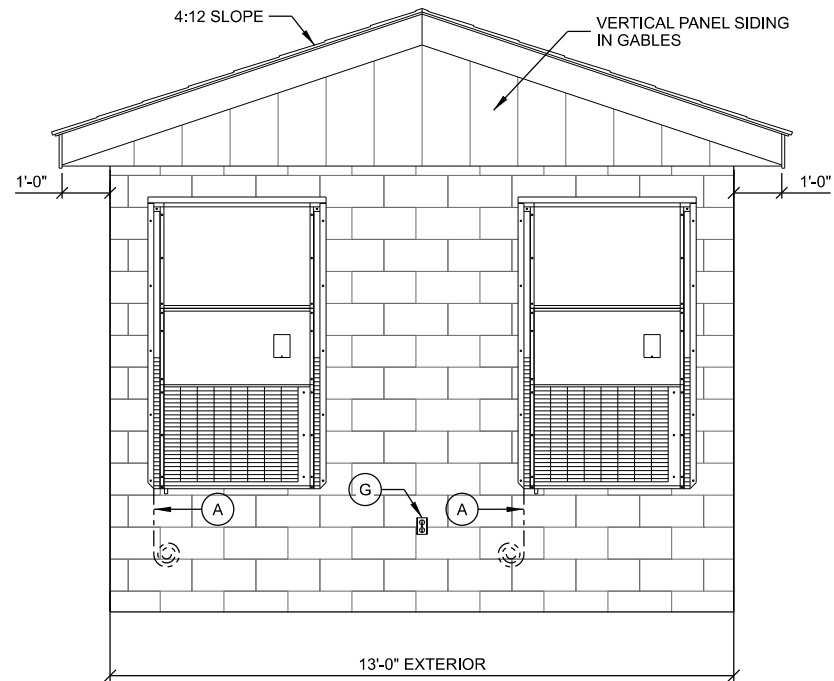
- A. (2) #2 SOLID TINNED GROUND LEADS TO SITE GROUND SYSTEM
- B. 2" CONDUIT TO SINGLE ELECTRIC METER (AC POWER)
- C. 2" CONDUIT TO GENERATOR (AC POWER)
- D. 1" CONDUIT TO GENERATOR (CONTROL & ALARM)
- E. 1" CONDUIT TO LP TANK (REMOTE LEVEL MONITOR)
- F. #6 STRANDED INSULATED BONDING JUMPER TO ENTRY PORT PLATE
- G. EXTERIOR GFCI RECEPTACLE
- H. EXTERIOR LIGHT (WALL PACK)
- I. LATCH GUARD

GENERAL NOTES: (THIS SHEET)

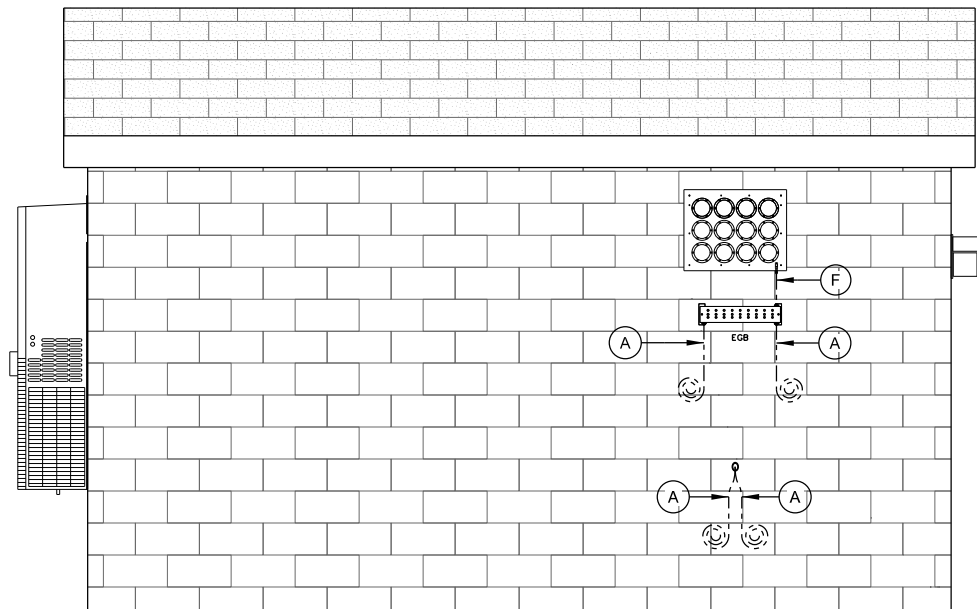
1. ALL PVC CONDUITS TO BUILDING TO INCLUDE SLIP JOINTS WHEN EXITING GRADE.
2. ALL MECHANICAL GROUND CONNECTIONS TO UTILIZE TWO HOLE LUGS, STAINLESS STEEL HARDWARE AND "NO-OX" COMPOUND ON CONNECTIONS. SELF TAPPING SCREWS ARE NOT ALLOWED.
3. ALL EXTERIOR METALLIC CONDUITS AND BOXES TO BE PROVIDED WITH GROUND BOND CONNECTION VIA THROUGH WALL HUB CONNECTION TO INTERIOR GROUNDED DEVICE OR OTHER DIRECT CONNECTION TO GROUND SYSTEM.
4. ALL MECHANICAL CONNECTIONS SHALL INCLUDE ANTI OXIDANT COMPOUND BETWEEN LUG & CONNECTION POINT. USE COPPER ANTI-OXIDANT FOR COPPER TO COPPER CONNECTIONS.



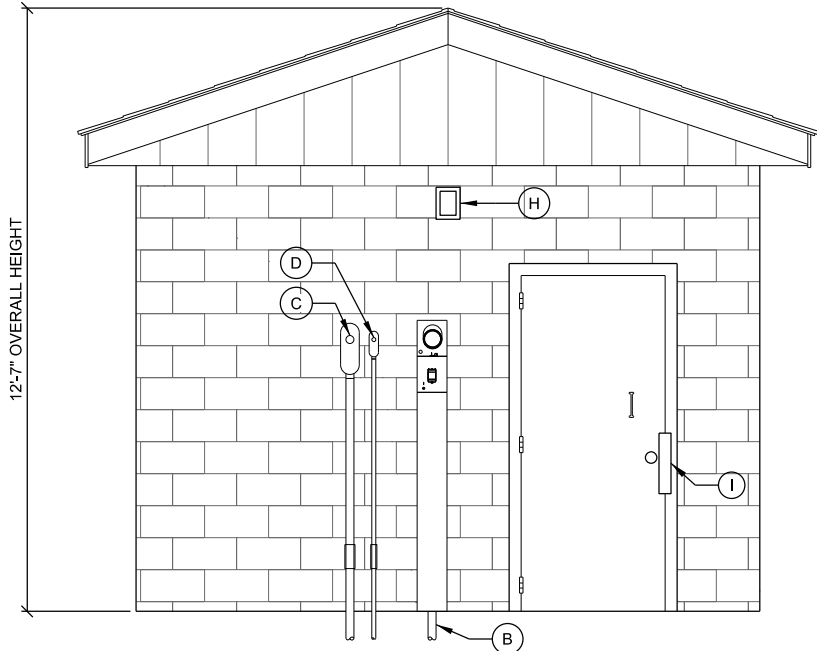
A EXTERIOR ELEVATION
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"



B EXTERIOR ELEVATION
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"



C EXTERIOR ELEVATION
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"



D EXTERIOR ELEVATION
SCALE: 11" x 17" - 1/4" = 1'-0"
22" x 34" - 1/2" = 1'-0"

CONSULTANT:



CLIENT:



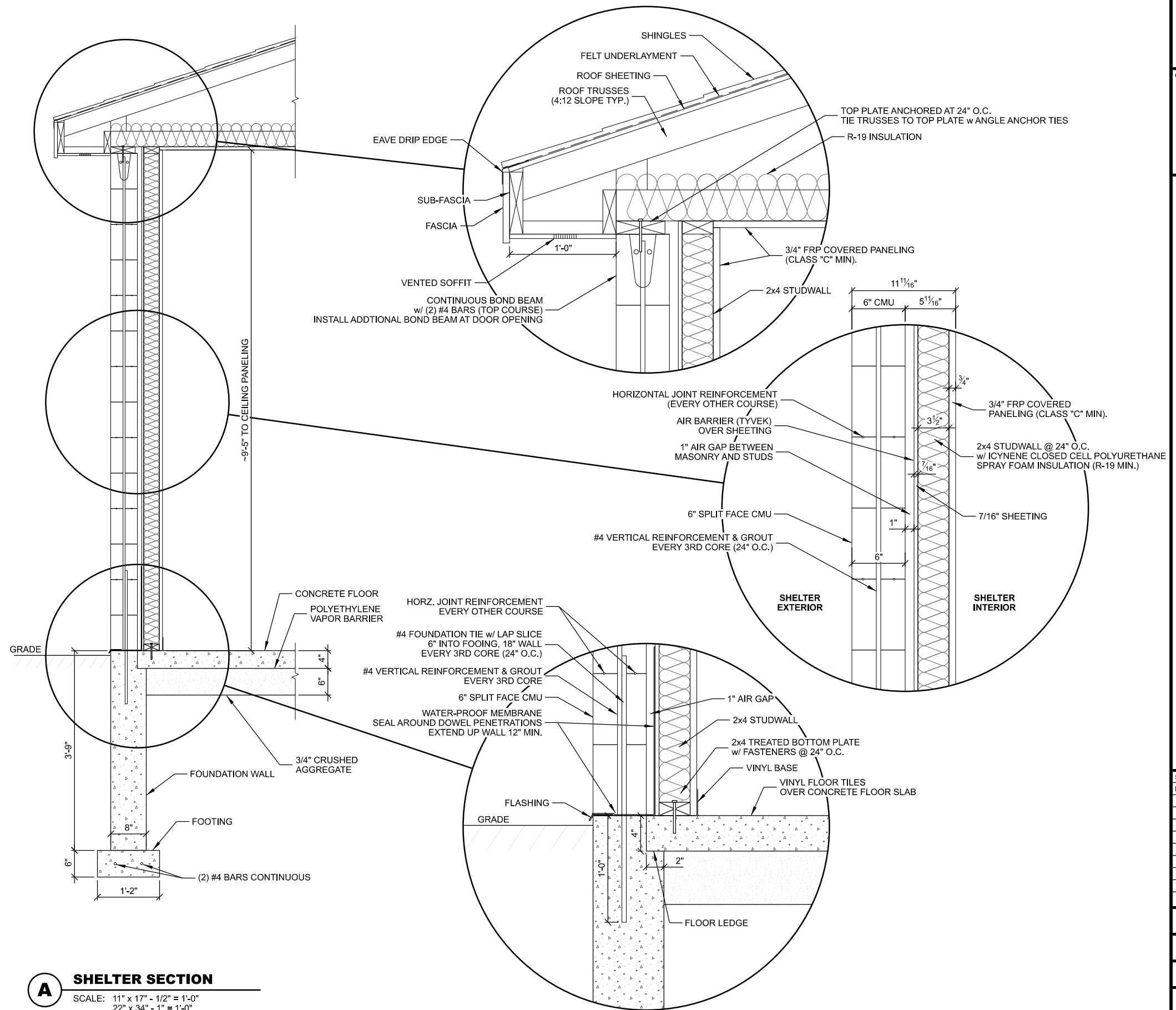
SHELTER ELEVATIONS: EXTERIOR
WATERLOO (27651)
WATERLOO, WISCONSIN

SUBMITTAL:

INT.	DATE:	DESCRIPTION:

CHECKED BY:	AJO
PLOT DATE:	5/12/2021
PROJECT NUMBER:	27651
SET TYPE:	BD
SHEET NUMBER:	A-201

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A SHELTER SECTION
SCALE: 11" x 17" - 1/2" = 1'-0"
22" x 34" - 1" = 1'-0"

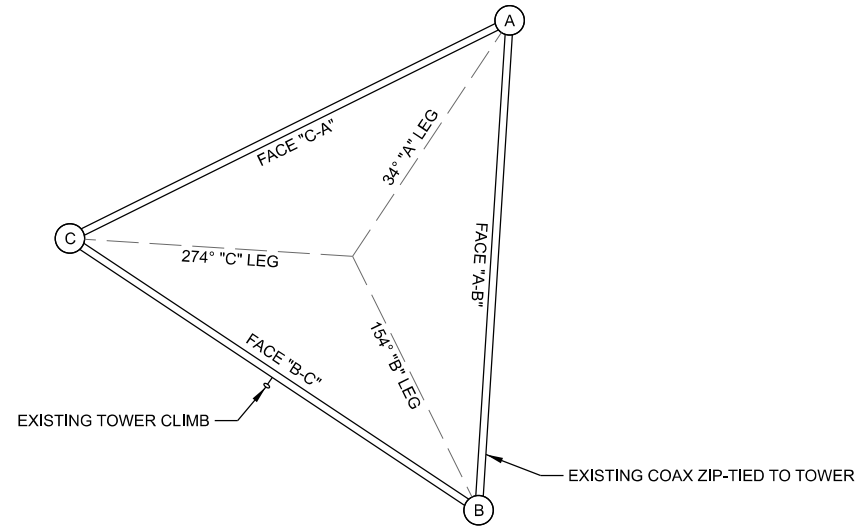
CONSULTANT:
Edge
Consulting Engineers, Inc.
624 WATER STREET
PRAIRIE DU SAC, WI 53578
608.644.1449 VOICE
608.644.1549 FAX
www.edgeconsult.com



**SHELTER DETAILS
WATERLOO (27651)
WATERLOO, WISCONSIN**

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:

CHECKED BY:	AJO
PLOT DATE:	5/12/2021
PROJECT NUMBER:	27651
SET TYPE:	BD
SHEET NUMBER:	A-301



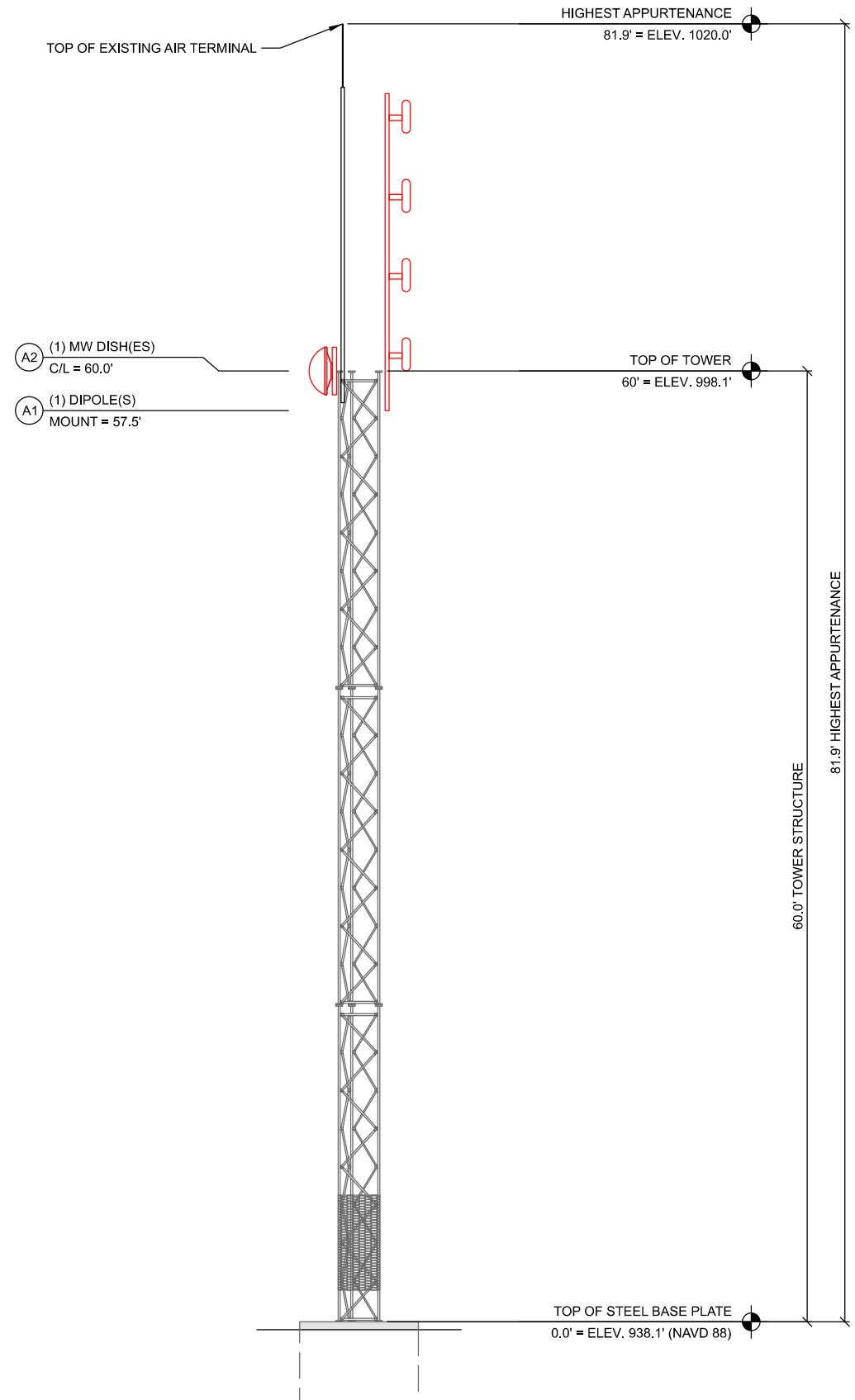
A TOWER ORIENTATION

TOWER LOADING													
ANTENNA ID	ANTENNA TYPE	(QTY) ANTENNA MODEL SIZE & WEIGHT	TOWER LEG	ANTENNA MOUNT SIZE & WEIGHT	MOUNT HEIGHT (T.O.C.)	C/L HEIGHT (T.O.C.)	C/L ELEV. (NAVD 88)	ANTENNA AZ/MUTH	T.LT (+/-)	Tx LINE (QTY)/SIZE	FREQUENCY (MHz)	OWNER USE	NOTES
A1	Dipole	(1) Comprod 876F-70-TM40-14	A	Leg Mount (PM-SU4-63)	57.5'	67.8'	1005.9'	315°		(2) LCF78-50A (F78)	138-174	Jefferson Co P25 Dual Rx/Tx	To replace existing DB224 Dual Antenna mounted @ 57.8' (Leg A)
		20.5' Long		67 lbs.									
A2	MW Dish	(1) radwowers HP3-11 (TR)	B	Leg Mount (PM-SU4-63)	60.0'	60.0'	998.1'	88.4'		(1) LDF2-50 (3/8")	11200	Jefferson Co. Path to Water tower	To replace existing Grd Dish @ 61.5' (Leg B) (Path to Jefferson Main Site)
		3' Dia		50 lbs.									

**** ANTENNA AND LINE INSTALLATION BY OTHERS ****
NOT PART OF CONTRACT

1. REFER TO ANTENNA MOUNTING DETAILS FOR ADDITIONAL INFO ON MOUNT DESIGN AND MOUNTING REQUIREMENTS.
2. PROPOSED ANTENNA AND MICROWAVE LOADING IS BASED ON DESIGN SUPPLIED BY GENERAL COMMUNICATIONS, DATED 04/01/2021.

B TOWER LOADING SUMMARY



1. ALL DIMENSIONS SHOWN ARE REFERENCED FROM THE TOP OF TOWER STEEL BASE PLATE.
2. ALL ANTENNAS, DISHES, MOUNTS, ICE SHIELDS AND LINES SHALL BE SUPPLIED AND INSTALLED BY OTHERS (??????????).

C TOWER PROFILE (ELEVATION)



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The seal of Jefferson County, Wisconsin, is a circular emblem. It features a central five-pointed star. Inside the star, there is a profile of a Native American man's head facing left. The points of the star contain various symbols: a plow, a sheaf of wheat, a cow, a sheaf of wheat, and a plow. The words "JEFFERSON COUNTY WI." are written in a circle around the top, and "ESTABLISHED 1836" is written around the bottom.

TOWER LOADING / ELEVATION
WATERLOO (27651)
WATERLOO, WISCONSIN

[illegible]