



CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, December 6, 2018 – 7:00 p.m.

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
2. MEETING MINUTES APPROVAL: October 4, 2018 Closed Session Minutes and November 15, 2018 Public Hearing and Open Session
3. PUBLIC COMMENT
4. PUBLISHED PUBLIC NOTICES (a) Public Hearing Notice Of A Conditional Use Application To Allow The Construction Of An Additional Garage , 447 Polk Street – November 27, 2018 At 7:00 pm
5. COMMUNICATIONS TO THE CITY COUNCIL
 - a. 2019 Statement Of Taxes And Annual Tax Compilation Sheet (informational only)
6. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS
 - a. Joint Meeting Of The Community Development Authority & Community Development Committee
 - i. Resolution #2018-45 Waiving All 2019 & 2020 Municipal Impact Fees And Building Fees, And Directing The Creation Of Promotional Efforts Encouraging The Construction Of Single Family Dwellings
 - b. Plan Commission
 - i. Conditional Use Permit Application, Scott Neitzel, 447 Polk Street
 - c. Public Safety & Health Committee
 - i. Special Event Applications
 1. Waterloo/Marshall Holiday Parade – 12/08/2018
 2. Character Shuffle 5K - Waterloo School District - 05/03/2019
 - d. Public Works & Property Committee
 - i. 2019 Edison/Franklin Street & Utility Improvements - Directing Kunkel Engineering Group To Finalize Design Documents And Proceed With Public Bidding
7. UNFINISHED BUSINESS
 - a. Resolution #2018-41 Entering Into An Option And Land Lease Agreement For The Installation Of A Telecommunications Tower In Firemen's Park With Recurring Lease Revenue Benefiting The Parks Department.
8. NEW BUSINESS
 - a. Ordinance #2018-08 Creating Section 53-15 Of The Municipal Code, Enacting A Municipal Vehicle Registration Fee
 - b. Resolution #2018-44 Authorizing The 2019 Purchase Of Replacement Squad Car
 - c. Status Update - Resolution #2018-22 Authorizing A Lawsuit In The Event Of Failure To Remedy Notice Of Default, Hawthorn & Stone Inc., 333 West Madison Street. [Note: The Council may convene to closed session. The statutory exception being Wis. Statute 19.85(1)(E) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons requires a closed session." Upon conclusion of the closed session the council will reconvene in open session.]
9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
10. ADJOURNMENT



Mo Hansen
Clerk/Treasurer

Posted and Emailed: 11/30/2018

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: November 15, 2018

Digital audio files are archived with these written minutes additionally serving as the official record.

PUBLIC HEARING ON RECOMMENDED 2019 MUNICIPAL BUDGET

1. CALL PUBLIC HEARING TO ORDER. Mayor Thompson called the public hearing to order at 7:00 p.m. Alderpersons present: Osborn, Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Absent: none. Others present: Tammy Krueger, Watertown Daily Times; Diane Graff, the Courier; Police Chief Sorenson; Waterloo Utilities Superintendent Sorenson; WLOO videographers; Raynelle Butzine; Marilyn Connell; Russel Peloquia; Angela Byers-Krantz; Art Biermeier; Beverly Grenawalt; Christine Schaefer; Mary Lynn Schaefer; Beret Adams; David Haeuser; Dale Van Holten; Ruth Haeuser; Monica Root; Margaret Sier; Stephanie McCaw; Marian Biermeier; Kristen Klein; Andrew Lewandowski; Debbie Dorn; Michelle Bostwick; Lee Fiedorowicz; Paula Jacob; Kelli Mountford; Fran Gartner; Deputy Clerk/Treasurer Kawula and Clerk/Treasurer Hansen. The pledge of allegiance was recited.

2. PUBLIC COMMENT ON THE PROPOSED 2019 MUNICIPAL BUDGET (Resolution # 2018-42). The following individuals spoke in opposition to a municipal library funding reduction. Angela Biers-Krantz said a library reduction was foolish as libraries serve as the great equalizers teaching children responsibility. Marilyn Connell presented a handout; listed library events and library services saying the library was the glue of the community. Library Board member and Junginger Foundation Board member Lee Fiedorowicz said Karl Junginger didn't want the library to be a community burden. He said cuts were a dirty shame adding residential development should be a priority. Andrew Lewandowski said a budget at its core is more than revenues and expenditures. He suggested ways to draw people to the community. He questioned a proposal for \$25,000 for economic development services. He outlined attributes young families look for in small communities. Kelli Mountford shared 2017 library statistics and said a foundation revenue source was also being reduced \$8,000. She asked why all departments are not being treated similarly? She asked why additional borrowing could not take place?

Alder Bill Springer asked Mountford if Library staff would give up a 2% pay increase to partially alleviate the funding reduction, Mountford responded no.

Lewandowski asked how much lobbying of state officials takes place. The Mayor replied saying concerns fall on deaf ears. Lewandowski encouraged citizen engagement to generate ideas. Thomas said Lewandowski was a member of the Community Development Authority and that it was doing just that. Ron Griffin said residential lots are less expensive in Marshall than in Waterloo. Quimby said government cannot require private developers to lower prices. She said a public bidding process for a municipally owned residential parcel generated only two bids with her husband's bid being the high bid. Lewandowski suggested hiring a grant writer.

3. ADJOURN PUBLIC HEARING. Without objection, Mayor Thompson closed the public hearing at 7:50 pm.

REGULARLY SCHEDULED MEETING

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL. Mayor Thompson called the regularly scheduled meeting to order at 7:55 p.m. Alderpersons present: Osborn, Quimby, Springer, Griffin, Thomas Stinnett and Petts. Absent: none. Others present: See above. [Note: an undetermined number of citizens participating in the public hearing did depart prior to the regularly scheduled meeting.] The pledge of allegiance was recited.

2. MEETING MINUTES APPROVAL: October 4, 2018 Closed Session; November 1, 2018 Open & Closed Sessions. MOTION: Motion by Springer, seconded by Quimby to approve the November 1, 2018 open session meeting minutes. VOICE VOTE: Motion carried.

3. CITIZEN INPUT / PUBLIC COMMENT. None.

4. PUBLISHED PUBLIC NOTICES (a) Municipal Spring Elections; (b) Public Hearing For Conditional Use To Allow For The Construction Of A Garage And Retaining The Existing Garage, 447 Polk Street; (c) Courtesy Notice To Neighbors Of Firemen's Park, Proposed Firemen's Park Cell Tower Ground Lease. Noted.

5. CONSENT AGENDA ITEMS. MOTION: Moved by Thomas, seconded by Griffin to approve the consent agenda. VOICE VOTE: Motion carried.
 - a. October Reports Of City Officials And Contract Service Providers

- i. Parks Coordinator
- ii. Fire & EMS
- iii. Building Inspection - Building, Plumbing, & Electrical Permits
- iv. Public Works
- v. Police
- vi. Karl Junginger Memorial Library
- vii. Waterloo Water & Light Commission Minutes
- viii. Watertown Humane Society

6. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

a. Finance, Insurance & Personnel Committee

- i. General Disbursements, October 2018 - \$1,014,742.51. MOTION: Moved by Springer, seconded by Quimby to approve general disbursements. ROLL CALL VOTE: Ayes: Osborn, Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Motion carried.
- ii. Payroll, October 2018 - \$66,764.86. MOTION: Moved by Springer, seconded by Quimby to approve payroll. ROLL CALL VOTE: Ayes: Osborn, Quimby, Springer, Griffin, Thomas, Stinnett and Petts. Motion carried.
- iii. Treasurer's Report & Budget Reports, October 2018. MOTION: Moved by Springer, seconded by Quimby to approve the reports. VOICE VOTE: Motion carried.
- iv. Resolution # 2018-42 Adopting An Annual Budget And Appropriating The Necessary Funds For The Operation Of The City Of Waterloo, Wisconsin, For The Year 2019. MOTION: Moved by Springer, seconded by Quimby to approve the resolution as presented. ROLL CALL VOTE: Ayes: Osborn, Quimby, Springer, Griffin, Thomas and Petts. Noes: Stinnett. Motion carried.

7. UNFINISHED BUSINESS

Resolution #2018-41 Entering Into A Land Lease Agreement Allowing For The Installation Of A Telecommunications Tower In Firemen's Park With Recurring Lease Revenue Benefiting The Parks Department. MOTION: Moved by Petts, seconded by Thomas to table the matter until the next meeting. VOICE VOTE: Motion carried.

8. NEW BUSINESS

a. Winter On-Street Parking Permit Applications Per Municipal Code 350-7(G)

- i. 325 ½ East Madison Street, Mary A Hendrix. No action taken. Hansen said Hendrix had withdrawn the application.
- ii. 358 Jefferson Street, Sara Schneider. MOTION: Moved by Quimby, seconded by Griffin to approve the permit. ROLL CALL VOTE: Ayes: Osborn, Quimby, Griffin, Stinnett and Petts. Noes: Springer and Thomas. Motion carried.

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. #Thomas reminded the public of on-street parking prohibitions. Stinnett invited all to attend the December 8th Holiday Parade.

10. ADJOURNMENT. Moved by Springer, seconded by Quimby. Motion carried. Approximate time: 8:20 p.m.



Attest:
Mo Hansen, Clerk/Treasurer



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

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

Please take notice that the Plan Commission of the City of Waterloo, Jefferson County, Wisconsin, acting under provisions of Chapter §385-10 B (7) of the zoning code of the City of Waterloo, shall hold a public hearing on the matter of an application for a conditional use permit received from Scott Neitzel for the property located at 447 Polk Street, Waterloo.

The applicant requests a conditional use permit to: (a) allow the construction of a new 24' X 24' (576 sq. ft.) attached garage; (b) retain an existing 24.3' x 14.3' unattached garage (347.49 sq. ft.) and associated driveway; and (c) to allow for a second driveway off Van Buren Street to serve the new attached garage.

The property is described as follows:

Tax Parcel: #290-0813-0711-038

Legal Description: LOT 4, BLK 11, ORIG PLT, City of Waterloo, Jefferson County, WI

Also known as 447 Polk Street

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **7:00 p.m. on Tuesday, November 27, 2018 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, December 6, 2018.

Morton J. Hansen
City Clerk/Treasurer

Pub: The Courier: November 8, 2018

City of Waterloo Taxes - Annual Tax Computation Sheet

Manual 9-DIGIT LEVY:

	Source	2018	2017	2016
STATE OF WISCONSIN	Mill Rate Input Sheet	-	-	0.000176342
JEFFERSON COUNTY	Mill Rate Input Sheet	0.004559951	0.004536090	0.004622726
MUNICIPALITY WATERLOO	Mill Rate Input Sheet	0.010382943	0.010317125	0.010147855
SCHOOL DISTRICT WATERLOO 6118	Mill Rate Input Sheet	0.010974162	0.010126813	0.009817530
MATC #0400	Mill Rate Input Sheet	0.001002910	0.000991870	0.001003500
Gross Tax Rate	Calculated	0.026919966	0.025971898	0.025767953
LESS SCHOOL CREDIT	Mill Rate Input Sheet	0.001842818	0.001854839	0.001709582
Net Tax Rate	Calculated	0.025077148	0.024117059	0.024058371

Calculated 9-DIGIT LEVY (for comparison):

		2018	2017	2016
STATE OF WISCONSIN	Calculated	-	-	0.000176342
JEFFERSON COUNTY	Calculated	0.004559951	0.004536090	0.004622726
MUNICIPALITY WATERLOO	Calculated	0.010382943	0.010317125	0.010147855
SCHOOL DISTRICT WATERLOO 6118	Calculated	0.010974162	0.010126813	0.009817530
MATC #0400	Calculated	0.001002910	0.000991870	0.001003500
Gross Tax Rate	Calculated	0.026919966	0.025971898	0.025767953
LESS SCHOOL CREDIT	Calculated	0.001842818	0.001854839	0.001709582
Net Tax Rate	Calculated	0.025077148	0.024117059	0.024058371

Statement of Assessment:

		2018	2017	2016
Real Estate Valuation	Statement of Assess	194,984,100	194,861,600	194,525,700
Personal Property Valuation	Statement of Assess	7,733,700	8,156,200	8,527,800
Total	Statement of Assess	202,717,800	203,017,800	203,053,500

Equalized Value

DOR TIF Value Report	223,514,400	213,813,800	210,992,900
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Average Assessment Ratio

DOR Summary of Ratio	0.906955162	0.949514666	0.962319248
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Calculated Assessment Ratio (for comparison) (rounding)

Calculated	0.90695633	0.949507469	0.962371246
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Amount Collected:

		2019	2018	2017
STATE OF WISCONSIN	Cert. of Apportionment	-	-	35,806.76
JEFFERSON COUNTY	Cert. of Apportionment	872,080.82	866,763.43	888,001.25
MUNICIPALITY WATERLOO	City Resolution	1,985,716.00	1,971,413.00	1,949,349.00
SCHOOL DISTRICT WATERLOO 6118	DPI Tax Levy Cert.	2,098,785.25	1,935,048.00	1,885,895.38
MATC #0400	MATC Tax Levy	191,804.61	189,528.12	192,767.20
Total WITHOUT TIF		5,148,386.68	4,962,752.55	4,951,819.59

JEFFERSON COUNTY TIF

Tax Increment (PC-202)	52,302.32	54,143.51	50,659.53
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MUNICIPALITY WATERLOO TIF

Tax Increment (PC-202)	119,091.39	123,146.97	111,208.51
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SCHOOL DISTRICT TIF

Tax Increment (PC-202)	125,872.80	120,875.39	107,588.54
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MATC #0400 TIF

Tax Increment (PC-202)	11,503.19	11,839.15	10,997.08
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Total TIF

Tax Increment (PC-202)	308,769.70	310,005.02	280,453.66
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Total WITH TIF

Calculated	5,457,156.38	5,272,757.57	5,232,273.25
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LESS SCHOOL CREDIT

DOR School Credit	373,572.09	376,565.28	347,136.61
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NET Total

Calculated	5,083,584.29	4,896,192.29	4,885,136.64
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Special Charges:

		2019	2018	2017
Weeds	Special Charges Spreadsheet	-	65.00	65.00
Weeds Sales Tax	Special Charges Spreadsheet	-	3.58	3.58
Weeds 10% Admin	Special Charges Spreadsheet	-	6.50	6.50
Weeds Penalty	Special Charges Spreadsheet	-	6.50	6.50
Total Weeds	G/L 100-12100	-	81.58	81.58

Snow Removal

Special Charges Spreadsheet	1,805.00	565.00	550.00
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Snow Removal Penalty

Special Charges Spreadsheet	180.50	56.50	55.00
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Total Snow Removal

G/L 100-12100	1,985.50	621.50	605.00
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Delinquent Utility

Special Charges Spreadsheet	9,923.42	14,551.77	17,108.85
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Delinquent Utility Penalty

Special Charges Spreadsheet	992.36	1,455.18	1,710.86
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Total Delinquent Utility	G/L 100-12100	10,915.78	16,006.95	18,819.71
Sidewalk Assessments Booked as Receivable (BAR)	Special Charges Spreadsheet	817.30	510.12	656.86
Sidewalk BAR Interest	Special Charges Spreadsheet	97.15	91.82	157.65
Sidewalk BAR Penalty	Special Charges Spreadsheet	98.08	61.22	78.83
Total Sidewalk Assessment - BAR	G/L 100-12100 (not 510.12)	1,012.53	663.16	893.34
Sidewalk Assessments Unbooked	Special Charges Spreadsheet	-	-	532.60
Sidewalk Unbooked Interest	Special Charges Spreadsheet	-	-	287.60
Sidewalk Unbooked Penalty	Special Charges Spreadsheet	-	-	63.92
Total Sidewalk Assessment - Unbooked	G/L 100-12100	-	-	884.12
Total Special Charges	G/L 100-12100 (Less 510.12)	13,913.81	17,373.19	21,283.75

Aggregate Amount of Taxes

5,471,070.19	5,290,130.76	5,253,557.00
(Rounding)	(Rounding)	(Rounding)

Breakdown of City Taxes:

General (GL 100-12100)(GL 100-26100)	City Resolution	832,879.00	951,833.00	952,827.00
Fire (GL 830-25600)(GL 220-15800)(GL 220-26100)	City Resolution	271,917.00	269,464.00	269,464.00
Parks (GL 830-25200)(GL 225-15800)(GL 225-26100)	City Resolution	84,000.00	52,750.00	52,750.00
Debt Service (GL 830-25300)(GL 300-15800)(GL 300-26100)	City Resolution	456,920.00	104,500.00	95,000.00
Capital Projects (GL 830-25603)(GL 400-15800)(GL 400-26100)	City Resolution	140,000.00	371,466.00	368,466.00
Library (GL 830-25400)(GL 812-15800)(GL 812-26100)	City Resolution	200,000.00	221,400.00	210,842.00
Total Municipal Taxes		1,985,716.00	1,971,413.00	1,949,349.00
Check Number	Check Number	1,985,716.00	1,971,413.00	1,949,349.00

Breakdown of TIF Increment:

TIF #1 (GL 830-25604)(GL 410-15800)(GL 410-26100 w/ AR Prior Yr)	Tax Increment (PC-202) Excel	225,269.60	195,999.26	182,941.48
TIF #2 (GL 830-25605)(GL 412-15800)(GL 412-26100 w. Grants Rec)	Tax Increment (PC-202) Excel	43,356.57	60,894.20	57,914.23
TIF #3 (GL 830-25613)(GL 413-15800)(GL 413-26100)	Tax Increment (PC-202) Excel	18,973.08	31,104.30	23,680.43
TIF #4 (GL 830-25615)(GL 414-15800)(GL 414-26100)	Tax Increment (PC-202) Excel	21,170.45	22,007.04	15,917.48
		-	-	-
		-	-	-
Total Municipal Taxes		308,769.70	310,004.80	280,453.62
Check Number	Check Number	308,769.70	310,005.02	280,453.66
		(rounding)	(rounding)	(rounding)



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

RESOLUTION #2018-45

**WAIVING ALL 2019 & 2020 MUNICIPAL IMPACT FEES AND BUILDING FEES,
AND DIRECTING THE CREATION OF PROMOTIONAL EFFORTS ENCOURAGING THE
CONSTRUCTION OF SINGLE FAMILY DWELLINGS**

Whereas, the City Council has similarly waived fees for 2017 and 2018, and:

Whereas, the Community Development Authority in prior years, carried out oversight for Waterloo promotional efforts, and:

Whereas, the construction of new single-family homes will complement multi-family residential development -- current and future -- along with complementing the existing housing stock generally, and:

Whereas, incentivizing building in our community can be accomplished by lowering the overall cost of building within the City of Waterloo by waiving impact fees and all other municipal building fees.

Therefore Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby waives all 2019 and 2020 municipal impact fees and building fees for the construction of new single-family homes and directs the creation of promotional efforts in support of the construction of single family dwellings.

PASSED AND ADOPTED this 6th day of December, 2018.

City of Waterloo

Signed: _____
Robert H. Thompson, Mayor

Attest:

Morton Hansen, Clerk/Treasurer

SPONSOR(S) – Community Development Authority

FISCAL EFFECT – Initial loss of revenue would depend upon how many new home are, or are not, built. Charges for each new home are estimated at \$3,800 per new home. After the 2019, 2020 period each new home would generate an estimated \$17,500 in new municipal property tax revenue over a five year period.



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The property is described as follows:

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Legal Description: LOT 4, BLK 11, ORIG PLT, City of Waterloo, Jefferson County, WI

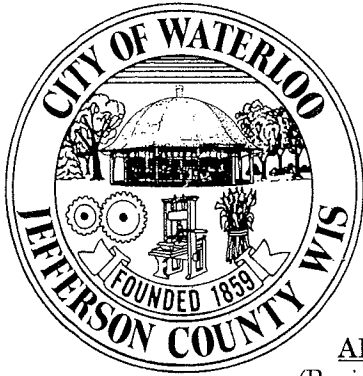
Also known as 447 Polk Street

Be further notified that the Plan Commission will hear all persons interested or their agents or attorneys concerning the conditional use permit application at a public hearing. The public hearing will be held at **7:00 p.m. on Tuesday, November 27, 2018 in the Council Chamber of the Municipal Building, 136 N. Monroe Street, Waterloo.**

Subsequent to the public hearing, the Plan Commission shall recommend approval, denial, or conditional approval of the conditional use permit to the Common Council. The City Council will act on the Plan Commission's recommendation at its regular scheduled meeting on Thursday, December 6, 2018.

Morton J. Hansen
City Clerk/Treasurer

Pub: The Courier: November 8, 2018



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021
cityhall@waterloowis.com

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

Number: _____ Date Filed: 10-22-18 Fee Paid: \$285.00
Location of Property: 447 Polk St.
Applicant: Scott Neitzel
Address: 447 Polk St Telephone: (920) 253-5665
Owner of Property: Scott Neitzel
Address: 447 Polk St. Telephone: (920) 253-5665
Contractor: _____
Address: _____ Telephone: _____
Architect or Professional Engineer: _____
Address: _____ Telephone: _____
Legal Description of Property: LOT 4, Block 11
NE 1/4 of NE 1/4 of section 7, T8N, R13E
Land Parcel Size: 74' x 151' Present Use: Garage Zoning District: _____
75.23' x 160.79'
Type of Existing Structure (if any): Garage
Proposed Use of the Structure or Site: Garage Number of Employees: _____

Terms of Municipal Code

Conditional Use Requested

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

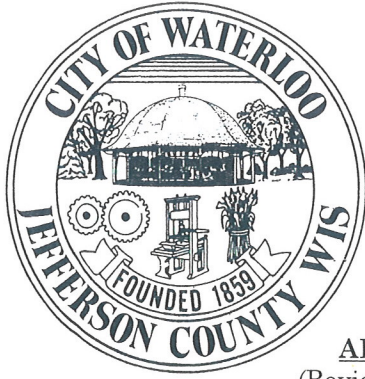
Garage is in Great shape want to
Keep for added storage

N/A ATTACH THE FOLLOWING:

- 1. Adjoining owners, all names and addresses of all abutting and opposite property owners within 200 feet.
- 2. Site Plan showing the area involved, its location, dimensions, elevations, drainage, parking, etc., and location of adjacent structures within 200 feet.

Date: 10-22 20 18

Scott Neitzel
Signature of Applicant



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021
cityhall@waterloowis.com

*pd 285.00
10/22/18
#34264*

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

Number: _____ Date Filed: 10-22-18 Fee Paid: ~~\$385.00~~ 285.00
Location of Property: 447 Polk St.
Applicant: Scott Neitzel
Address: 447 Polk St. Telephone: (920) 253-5665
Owner of Property: Scott Neitzel
Address: 447 Polk St. Telephone: (920) 253-5665
Contractor: _____
Address: _____ Telephone: _____

Architect or Professional Engineer: _____
Address: _____ Telephone: _____

Legal Description of Property: Lot 4, Block 11
NE 1/4 of NE 1/4 of section 7, T8N, R13E

Land Parcel Size: 74' x 151' Present Use: _____ Zoning District: _____

Type of Existing Structure (if any): Garage

Proposed Use of the Structure or Site: Attached Garage Number of Employees: _____

Terms of Municipal Code

Conditional Use Requested

_____ X _____

Specify Reason(s) for Application: (for example, insufficient lot area, setback, etc.)
make the most use of my property

ATTACH THE FOLLOWING:

- 1. Adjoining owners, all names and addresses of all abutting and opposite property owners within 200 feet.
- 2. Site Plan showing the area involved, its location, dimensions, elevations, drainage, parking, etc., and location of adjacent structures within 200 feet.

Date: 10-22 20 18

Scott M. Neitzel
Signature of Applicant



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021
cityhall@waterloowis.com

APPLICATION FOR DRIVEWAY/CULVERT

DATE OF APPLICATION: 10-17-18 FEE: \$75.00

LOCATION OF PROPERTY: 447 Polk St.

APPLICANT: Scott Neitzel

OWNER OF PROPERTY: Scott Neitzel

LEGAL DESCRIPTION OF PROPERTY: LOT 4, Block 11
NE 1/4 of NE 1/4 of section 7, T8N, R13E

NEW DRIVEWAY APPROACH/CULVERT REQUESTED: X

EXISTING DRIVEWAY APPROACH/CULVERT TO BE RELOCATED: _____

DRIVEWAY APPROACH/CULVERT IN: RESIDENTIAL AREA: X
COMMERCIAL/INDUSTRIAL AREA: _____

PROPOSED DRIVE APPROACH WIDTH AT STREET SIDE OF SIDEWALK: 24 FEET.
(MAXIMUM WIDTH 24 FT. IN RESIDENTIAL AREA – 36 FT. IN COMMERCIAL/INDUSTRIAL AREA)

DRIVEWAY APPROACH TO BE: CONCRETE: _____ ASPHALT: _____ GRAVEL: X

PROPOSED CULVERT: DIAMETER: _____ INCH LENGTH: _____ FEET

MATERIAL: _____
(MAXIMUM DIAMETER 24 INCH ON STH AND 18 INCH ON OTHER STREETS)

PROPOSED WORK COMPLETION DATE: _____

DATE: 10-17-18 Scott Neitzel
SIGNATURE OF APPLICANT

PLEASE ATTACH COPY OF PLAT MAP INDICATING LOCATION OF DRIVEWAY

IMPORTANT NOTE: ALL DRIVEWAYS WHICH AFFORD ACCESS TO EXISTING STATE TRUNK HIGHWAYS
MUST BE APPROVED BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION, 2101 WRIGHT STREET,
MADISON, WI 53704-2583. TELEPHONE (608-246-7906)

-----DO NOT WRITE BELOW THIS LINE-----

PERMIT #: 2018-03 DATE ISSUED: _____

FEE PAID: 10/22/18 _____

AMOUNT PAID: 75⁰⁰ CLERK/TREASURER _____

RECEIPT NO: 34264

New Frontier Land Surveying LLC
 234 S. Spring Street - P.O. Box 576
 Beaver Dam, Wisconsin 53916
 p(920)885-3904 f(920)885-3905

PROPERTY SURVEY

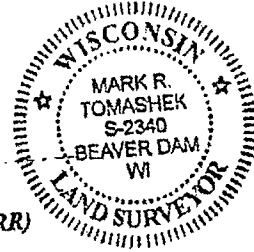
Description:

A SURVEY OF LOT 4, BLOCK 11 ORIGINAL PLAT OF THE VILLAGE (NOW CITY) OF WATERLOO LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7, TOWN 8 NORTH, RANGE 13 EAST, CITY OF WATERLOO, JEFFERSON COUNTY, WISCONSIN.
 SAID PARCEL CONTAINS 11,516 SQUARE FEET OR 0.264 ACRES.
 SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

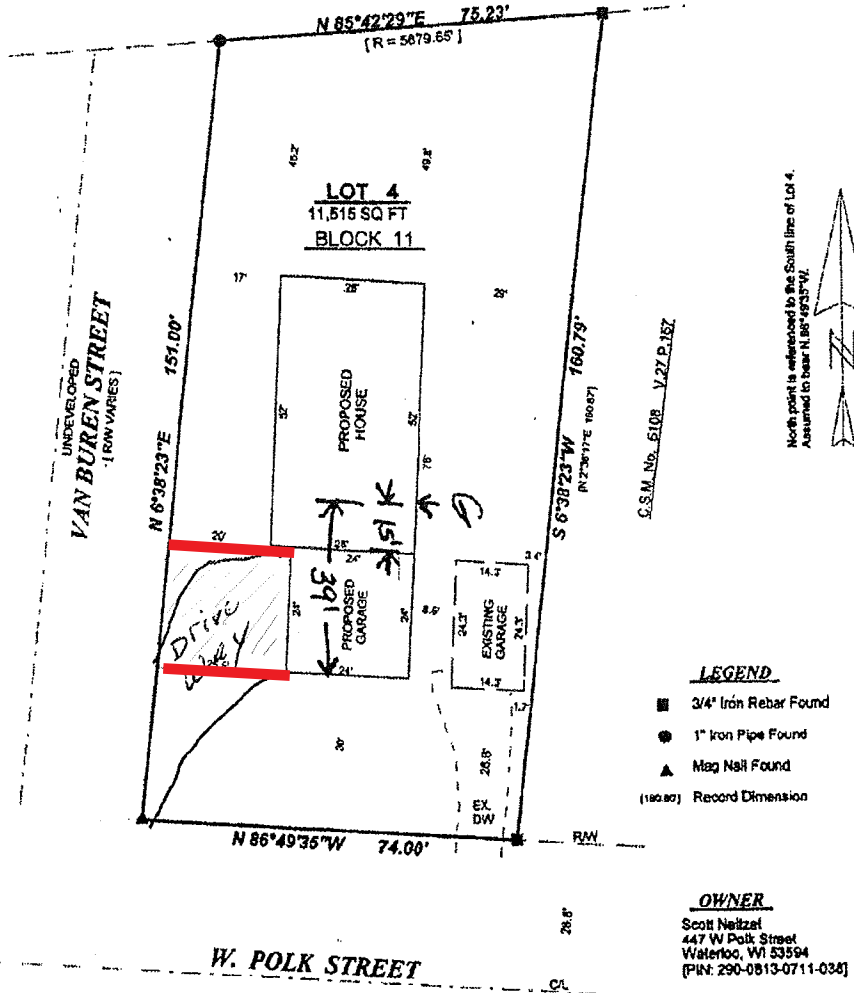
I certify that this map is correct according to AE 7 of the Wisconsin Administrative Code and official records to the best of my knowledge and belief.

Dated this 18th day of OCTOBER 2018

Mark R. Tomashek
 Mark R Tomashek WI RLS 2340-008
 New Frontier Land Surveying LLC
 at Beaver Dam, Wisconsin.



CP RAIL SYSTEM (SOO LINE/CMSTP&P RR)
 (100' R/W)



NOTE: No title commitment or results of a title search were furnished to New Frontier Land Surveying pertaining to this survey. This survey may not reflect easements of record, encroachments, restrictions, ownership, title evidence or other facts that an accurate and current title search may disclose.



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021
cityhall@waterloowis.com

APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE

Any Special Event or Entertainment Event sponsor requesting municipal approvals, services, assistance, and/or other support from the City of Waterloo for a special or entertainment event on public or private property must provide the following information.

Submittal of application does not constitute approval. All applications must be reviewed.

NAME OF SPONSOR (Applicant): Angie Stinnett - "Planning" ^{Holiday Parade} Committee

STATUS: (circle one) unincorporated incorporated individual (other) non-profit

CONTACT NAME: Angie Stinnett

PHONE NUMBER: 970-648-7324 920-809-1755 920-648-7250
DAYTIME EVENING FAX

EMAIL ADDRESS: Angie.Stinnett@yahoo.com/waterloomarshallholidayparade@gmail.com

NAME OF EVENT: Waterloo/Marshall Holiday Parade

TYPE OF EVENT: (circle one) Festival Parade Caravan Rally March
Race Tag Day Other

PURPOSE OF EVENT: Fun and raise money for the food Pantry,

DATE OF EVENT: Dec. 8, 2018

EVENT HOURS: 4:30-5:15p SET UP HOURS 3pm BREAKDOWN (park pavillion cleanup) 11-12p.

DESCRIPTION OF EVENT: Parade - from HS parking lot to Upper Park.

SITE/ADDRESS FOR EVENT (list if multiple locations) _____

PROJECTED ATTENDANCE: 300-500 PAST ATTENDANCE: 300-500

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: 20+

RAIN POLICY: Rain or Shine the parade goes on

DATE APPLICATION MADE Nov. 14, 2018

Pursuant to Section 12.06 Waterloo Municipal Code
Application for Special Event or Entertainment License

Form created: 03/11/2004

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594.** Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at _____ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of _____ through _____ 20__. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Angie Stinnett
Name (please print)

Angie Stinnett
Signature

Signatory Title (if applicable)

11-14-18
Date

Pursuant to Section 12.06 Waterloo Municipal Code
Application for Special Event or Entertainment License

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: 11/28/2018 Received by: RB

Clerk's Office to complete the section below:

Cc:

- Police Department
 - Fire Department
 - Public Works
 - Waterloo Utilities
- Council Approval Date
- Certificate of Insurance *Rec'd 11/29/18*

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: Waived Date Paid: NA

Received by: RB

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:
\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
6. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHEET

NAME OF EVENT: Waterloo/Marshale Holiday Parade

DATE (S) OF EVENT: Dec. 8, 2018 HOURS: 4:30 - 5:15 (Approx)

LOCATION/PROPERTY: H.S. parking lot - Upper Pavilion

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. -

Where will security be needed? No.

What times will security be needed? -

Will WPD officers be required? YES NO Traffic Control.

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? will have Fire + Rescue on site

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks -

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Angie Stinnott phone # 920-809-1755

2) What time will set up begin: 3:30 pm.

3) Name of clean up contact person: Angie Stinnott Cell Phone# 920 809-1755

4) Estimated time for clean up after event: 30 mins.

FEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold?

YES

NO

not during the parade
but yes @ the pavillion
after.

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures? _____

donate to food pantry.

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other _____

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES NO

* We'll also need traffic
cones from the fire dept.
Please.

Purpose of barricades: Control traffic @ _____

Location of placement: Dickenson St. Amount needed _____

Date barricades needed _____ Time of placement _____

Name of company providing service if other than City _____

2) Will you require electrical service(s) YES NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost\$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels _____

Where do you want them placed? _____

Name of disposal company if other than the City: _____

Where will dumpster be place: _____

8) Will water connection be needed?

YES

NO

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs

WATERLOO / MARSHALL HOLIDAY PARADE

SATURDAY DECEMBER 8TH, 2018 @ 4:30 PM

THIS YEAR'S THEME:

ROCKIN' AROUND THE CHRISTMAS
TREE



AT THE WATERLOO FIREMEN'S PARK AFTER THE PARADE

- FREE PICTURES WITH SANTA
- FREE MILK AND COOKIES
- FREE COFFEE AND HOT CHOCOLATE
- ADDITIONAL BEVERAGES WILL BE AVAILABLE TO PURCHASE
- AWARDING OF TROPHIES FOR THE PARADE ENTRIES
- 50/50 RAFFLE



***WE ENCOURAGE YOU TO BRING NONPERISHABLE
FOOD AND MONEY TO DONATE TO THE
MARSHALL/WATERLOO FOOD PANTRY**



For more information/ways to participate – Find us on Facebook:
Waterloo/Marshall Holiday Parade

PARADE ROUTE



Dickenson St.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Service Insurance Agency 139 N Monroe Street PO Box 173 Waterloo WI 53594	CONTACT NAME: Tim A Haldiman	FAX (A/C, No): 920-478-4057
	PHONE (A/C, No, Ext): 920-478-2585	E-MAIL ADDRESS: tim@serviceinsurance.us
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : West Bend Mutual Insurance Company NSI		
INSURED Waterloo/Marshall Holiday Parade PO Box 1 Waterloo WI 53594	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			A534911	12/08/2018	12/09/2018	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						Medical Payments	\$	
	<input type="checkbox"/> NON-OWNED AUTOS								
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR						AGGREGATE	\$	
	EXCESS LIAB							\$	
	<input type="checkbox"/> CLAIMS-MADE								
	DED								
	RETENTIONS\$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Waterloo 136 North Monroe Street Waterloo WI 53594	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jodie Haseleu



136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
 Phone (920) 478-3025
 Fax (920) 478-2021
 cityhall@waterloowis.com

APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE

Any Special Event or Entertainment Event sponsor requesting municipal approvals, services, assistance, and/or other support from the City of Waterloo for a special or entertainment event on public or private property must provide the following information.

Submittal of application does not constitute approval. All applications must be reviewed.

NAME OF SPONSOR (Applicant): Waterloo School District (Character Shuffle 5k)

STATUS: (circle one) unincorporated incorporated individual other _____

CONTACT NAME: Aaron Erickson

PHONE NUMBER: 608-206-0589 / 608-206-0589 / 920-478-9539
DAYTIME EVENING FAX

EMAIL ADDRESS: ericksona@waterloo.k12.wi.us

NAME OF EVENT: Waterloo School District Character Shuffle 5K Run/Walk

TYPE OF EVENT: (circle one) Festival Parade Caravan Rally March
 Race Tag Day Other _____

PURPOSE OF EVENT: ~~Other~~

DATE OF EVENT: [Redacted] May 3rd 2019

EVENT HOURS: 12:00-3:15 SET UP HOURS Evening Before BREAKDOWN 5:00 evening of event

DESCRIPTION OF EVENT: 5K Run/Walk

SITE/ADDRESS FOR EVENT (list if multiple locations) Map Attached

PROJECTED ATTENDANCE: 400+ PAST ATTENDANCE: 400+

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: 20-40 Adults

RAIN POLICY: None - Event Cancelled

DATE APPLICATION MADE [Redacted] November 13th 2018

Pursuant to Section 12.06 Waterloo Municipal Code
 Application for Special Event or Entertainment License

Form created: 03/11/2004

HOLD HARMLESS CLAUSE:

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

INSURANCE REQUIREMENTS:

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, _____ 20__ to the City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at _____ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of _____ through _____ 20___. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

LIABILITY WAIVER:

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

AUTHORIZED SIGNATURES:

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. Permit applied for and all terms and stipulations agreed to by:

Aaron Erickson
Name (please print)

Aaron Erickson
Signature

Athletic Director/Wellness Coordinator
Signatory Title (if applicable)

11/13/18
Date

Pursuant to Section 12.06 Waterloo Municipal Code
Application for Special Event or Entertainment License

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: ~~11/13/18~~ 11/13/18 Received by: email

Clerk's Office to complete the section below:

Cc:

11/13/18 {
 Police Department
 Fire Department
 Public Works
 Waterloo Utilities

____ Council Approval _____ Date
____ Certificate of Insurance

Fee for Profit Events = \$50.00 per event.

Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.

Fee Paid: Waived Date Paid: NA

Received by: RB

Attachment 1

CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following minimum limits of insurance coverage required for special events on City property:
\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
6. **No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

SPECIAL EVENT or ENTERTAINMENT WORKSHÉET

NAME OF EVENT: Waterloo School District Character Shuffle 5k Run/walk
DATE (S) OF EVENT: May 3rd HOURS: 12:00-3:15
LOCATION/PROPERTY: Beginning @ HS Track (see Map)

SAFETY PROCEDURES:

1) Will you be providing private on-site security? YES NO

If yes, list security company name. _____

Where will security be needed? _____

What times will security be needed? _____

Will WPD officers be required? YES NO

Municipal estimation of cost: _____ WPD Personnel @ \$ _____ /hour = \$ _____

2) What are your plans for medical assistance? First Aid Station - Staffed by School Staff

Municipal estimation of cost: _____ WFD equipment/personnel @ _____ \$ hours = \$ _____

3) Will there be fireworks at your event? YES NO

Date of fireworks _____ Time of Fireworks _____

Name/Address of company supplying fireworks _____

Fire Marshall must be contacted for approval and consultation.

SET UP / CLEAN UP PROCEDURES:

1) Name of person in charge of set up: Arnon Erickson phone # 608-206-0589

2) What time will set up begin: Evening of Night Before

3) Name of clean up contact person: Arnon Erickson Cell Phone# 608-206-0589

4) Estimated time for clean up after event: 3:15 - 5:00 PM

FEEES AND PROCEEDS:

1) Will admission be charged for this event? YES NO

If yes, how much: Adult _____ Seniors _____ Students _____

Children 5 & under _____ Families _____

2) If a participant fee is charged, please indicate the amount: Booth: _____

Concessionaire: _____

3) Will alcoholic beverage(s) be sold?

YES

NO

If yes, what beverage and at what cost? _____

4) What does the Sponsor intend to do with any revenue over and above the expenditures? _____

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

ENTERTAINMENT AND PROMOTIONS:

2) List names of performers and entertainment groups:

2) Describe other entertainment / activities planned for your event: _____

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other Letters to local businesses / Parents

PUBLIC PROPERTIES PROCEDURES:

If you are requesting city services, please complete the following area:

1) Will you need barricades?

YES

NO

Purpose of barricades: _____

Location of placement: _____ Amount needed _____

Date barricades needed _____ Time of placement _____

Name of company providing service if other than City _____

2) Will you require electrical service(s)

YES

NO

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location _____ Entainer name _____

Entertainment: number of amps _____ = _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____ Entainer name _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Concessions: _____ amps= _____ lines @ \$20 Cost \$ _____

Equipment being used: _____

Location: _____

Name of company providing service if other than City: _____

3) Will you need fencing installed? YES NO

Purpose of fencing: _____

Location: _____ Amount: _____

Date needed _____ Time needed _____

Estimated costs: _____ locations @ \$100. = \$ _____ Total costs

4) Will parking considerations be needed YES NO

Type(s) _____

Location: _____ Amount _____

Date: _____ Time: _____

5) Will picnic tables be needed? YES NO

Location _____ Amount _____

Date needed: _____ Time needed _____

Estimated cost(s) _____ Picnic tables @ \$5.00 per table = \$ _____

6) Is a street sweeper needed? YES NO

Location _____ Date _____ Time _____

Estimated cost(s) _____ hours @ _____ = \$ _____ total cost

Name of company providing service, if not City: _____

7) Will you need additional trash bins? YES NO

If yes how many requested? Cardboard trash bins _____ Barrels 3 @ water stations

Where do you want them placed? Corner of Hendrick & Cleveland

Name of disposal company if other than the City: _____

Where will dumpster be place: _____

8) Will water connection be needed?

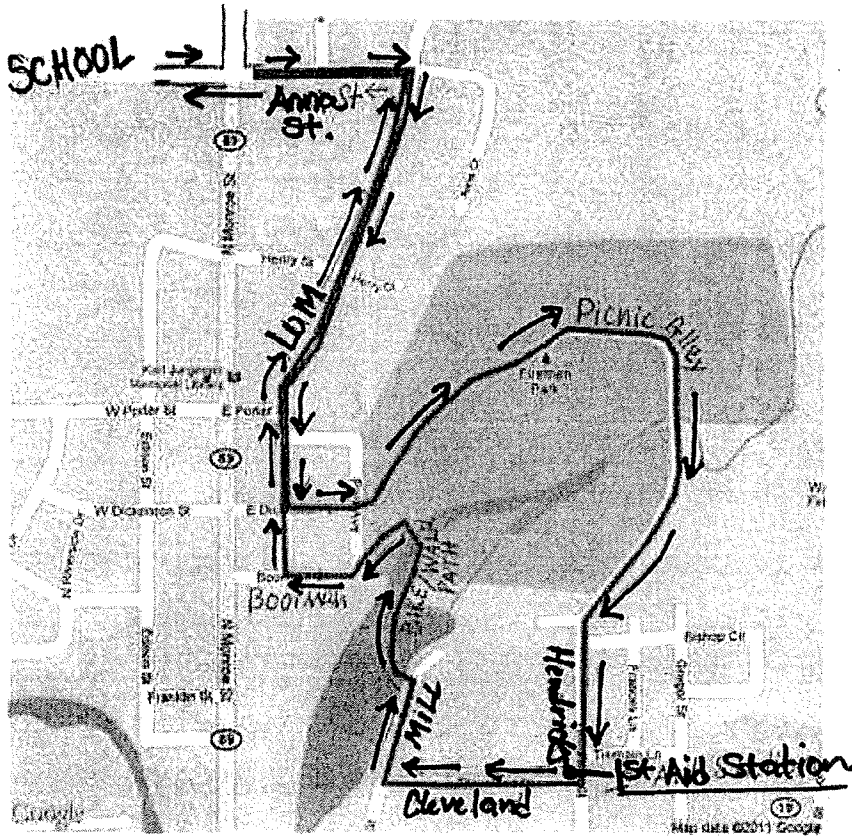
YES

NO

Location _____ Amount _____

Date _____ Time _____

Estimated costs: _____ connection(s) @ \$20.00 = \$ _____ Total water costs



Sent from my iPhone

City of Waterloo, Wisconsin
PRELIMINARY COST ESTIMATE
2019 Street and Utility Reconstruction Project

November 5, 2018



Reconstruction of Edison Street from Porter Street to Termini and Franklin Street from Edison Street to STH 89. To include replacement of sanitary sewer mains, structures and lateral; replacement of water mains, structures and services; replacement of storm sewer mains, structures and laterals; replacement of curb and gutter, sidewalk, driveway approaches, curb ramps; placement of road base and asphalt pavement; restoration of disturbed areas.

Estimated Sanitary Sewer Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1,900	LF	Sanitary Sewer Main, 8-Inch PVC	\$58.00	\$110,200.00
550	LF	Sanitary Sewer Lateral, 6-Inch PVC	\$46.00	\$25,300.00
6	EA	Sanitary Sewer Manhole	\$3,900.00	\$23,400.00
3	EA	Connect to Existing Sanitary Main	\$750.00	\$2,250.00
2,450	LF	Granular Backfill, Sanitary Sewer	\$13.50	\$33,075.00
0.33	LS	Erosion Control	\$5,000.00	\$1,650.00
0.33	LS	Traffic Control and Access	\$10,000.00	\$3,300.00
Engineering and Contingencies				\$19,917.50
Total Sanitary Sewer Construction Cost				\$219,092.50

Estimated Water Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1,700	LF	Water Main, 8-Inch DI	\$68.00	\$115,600.00
7	EA	Gate Valve and Box, 8-Inch	\$1,850.00	\$12,950.00
3	EA	Hydrant Assembly and Lead	\$5,500.00	\$16,500.00
500	LF	Water Service Pipe, 1-Inch Copper	\$52.00	\$26,000.00
6	EA	Connect to Existing Water Main	\$1,200.00	\$7,200.00
2,200	LF	Granular Backfill, Water Main	\$12.00	\$26,400.00
0.33	LS	Erosion Control	\$5,000.00	\$1,650.00
0.33	LS	Traffic Control and Access	\$10,000.00	\$3,300.00
Engineering and Contingencies				\$20,960.00
Total Water Construction Cost				\$230,560.00

City of Waterloo, Wisconsin
PRELIMINARY COST ESTIMATE
2019 Street and Utility Reconstruction Project

November 5, 2018



Reconstruction of Edison Street from Porter Street to Termini and Franklin Street from Edison Street to STH 89. To include replacement of sanitary sewer mains, structures and lateral; replacement of water mains, structures and services; replacement of storm sewer mains, structures and laterals; replacement of curb and gutter, sidewalk, driveway approaches, curb ramps; placement of road base and asphalt pavement; restoration of disturbed areas.

Estimated Storm Sewer and Roadway Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
500	LF	Storm Sewer Main and Leads, 24-Inch RCP	\$75.00	\$37,500.00
750	LF	Storm Sewer Main and Leads, 12-Inch RCP	\$68.00	\$51,000.00
7	EA	Storm Sewer Manhole	\$2,500.00	\$17,500.00
8	EA	Storm Sewer Catch Basin	\$1,750.00	\$14,000.00
1,250	LF	Granular Backfill, Storm Sewer	\$10.00	\$12,500.00
4,300	LF	Concrete Curb and Gutter, 30-Inch	\$12.50	\$53,750.00
9,000	SF	Concrete Driveway Approach 6-Inch	\$6.25	\$56,250.00
16,600	SF	Concrete Sidewalk, 4-Inch	\$5.50	\$91,300.00
16	EA	Detectable Warning Field	\$300.00	\$4,800.00
1	LS	Unclassified Excavation	\$35,000.00	\$35,000.00
24	EA	Tree Removal	\$350.00	\$8,400.00
1,100	CY	Undercutting and Base Course Material	\$28.50	\$31,350.00
3,500	TN	Aggregate Base Dense, 1-1/4-Inch	\$16.00	\$56,000.00
2,200	SY	Geotextile Fabric	\$1.50	\$3,300.00
1,650	TN	Hot Mix Asphalt Pavement, 3LT58-28S and 4LT58-28S	\$65.00	\$107,250.00
2,700	SY	Topsoil, Seed, Fertilizer and Mulch	\$8.00	\$21,600.00
0.33	LS	Erosion Control	\$5,000.00	\$1,650.00
0.33	LS	Traffic Control and Access	\$10,000.00	\$3,300.00
Engineering and Contingencies				\$60,645.00
Total Storm Sewer and Roadway Construction Cost				\$667,095.00

Summary of Cost

Estimated Construction Cost	\$1,015,225.00
Engineering and Contingencies	\$101,522.50
Total Estimated Project Cost	\$1,116,747.50



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

RESOLUTION #2018-41

ENTERING INTO AN OPTION AND LAND LEASE AGREEMENT FOR THE INSTALLATION OF AN TELECOMMUNICATIONS TOWER IN FIREMEN'S PARK WITH RECURRING LEASE REVENUE BENEFITING THE PARKS DEPARTMENT

Whereas, representatives of AT&T approached the City seeking to improve telecommunication service for its customers, and:

Whereas, the following items and numerous other agreement details are contained within a land lease agreement presented on this night:

- Revenue from this project could benefit Waterloo Parks for the next 25 years.
- From AT&T representative Daniel Kalina:
 - The tower is to aid in emergency response services and to improve AT&T commercial cell service.
 - Height of tower, 190 feet.
 - It will not have a top light, either lighted or blinking. A light will not be required by the FAA and AT&T will not install a light.
 - A quiet generator will be part of the installation. The generator is only for emergency purposes only.
- This project is a source of new recurring municipal revenue. A monthly lease payment of \$790 per month equals \$9,480 per year.
- The lease agreement term under consideration is for five years with five automatic renewal provisions.

Whereas, in additional to this agreement, AT&T will be required to seek and be granted a conditional use to construct the tower.

Therefore Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby agrees to enter into the agreement for a land lease of 10,000 square feet in Firemen's Park and authorizes the Mayor and Clerk/Treasurer execute agreement documents on behalf of the City.

PASSED AND ADOPTED this 6th day of December, 2018.

City of Waterloo

Signed: _____
Robert H. Thompson, Mayor

Attest:

Morton Hansen, Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer

FISCAL EFFECT – \$9,480 in new revenue recurring annual for Waterloo Parks for up to 25 years.

Market: MIDWEST – ILLINOIS / WISCONSIN
Cell Site Number: WI0385
Cell Site Name: City of Waterloo
Search Ring Name: WATERLOO - FirstNet
Fixed Asset Number: 10587459

OPTION AND LAND LEASE AGREEMENT

THIS OPTION AND LAND LEASE AGREEMENT (“**Agreement**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is entered into by The City of Waterloo, a Wisconsin municipal corporation, having a mailing address of 136 North Monroe Street, Waterloo, Wisconsin 53594-1125 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (“**Tenant**”).

BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, together with all rights and privileges arising in connection therewith, located at 500 Park Ave, Waterloo, WI 53594, in the County of Jefferson (collectively, the “**Property**”). Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. OPTION TO LEASE.

(a) Landlord grants to Tenant an exclusive option (the “**Option**”) to lease a certain portion of the Property containing approximately 10,000 square feet including the air space above such ground space, as described on attached **Exhibit 1**, (the “**Premises**”), for the placement of a Communication Facility in accordance with the terms of this Agreement.

(b) During the Option Term, and during the Term, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the “**Tests**”), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant’s sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the “**Government Approvals**”), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those related things on or off the Property that are reasonably necessary to determine the physical condition of the Property, the environmental history of the Property, Landlord’s title to the Property and the feasibility or suitability of the Property for Tenant’s Permitted Use, all at Tenant’s expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant’s inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of One-Thousand Dollars and No/100 Dollars (\$1,000.00) within thirty (30) business days after the Effective Date. The Option may be exercised during an initial term of one (1) year commencing on the Effective Date (the “**Initial Option Term**”) which term may be renewed by Tenant for an additional one (1) year (the “**Renewal Option Term**”) upon written notification to Landlord and the payment of an additional One-Thousand Dollars and No/100 Dollars (\$1,000.00) no later than five (5) days prior to the expiration date of the Initial Option Term. The Initial Option Term and any Renewal Option Term are collectively referred to as the “**Option Term.**”

(d) The Option may be sold, assigned or transferred at any time by Tenant without the written consent of Landlord. Upon notification to Landlord of such sale, assignment or transfer, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Option Term, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option, then Landlord leases the Premises to Tenant subject to the terms and conditions of this Agreement. If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, then this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Option Term, or during the Term if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises or the Property, or in the event of a threatened foreclosure on any of the foregoing, Landlord shall promptly notify Tenant in writing. Landlord agrees that during the Option Term, or during the Term if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises or the Property or impose or consent to any other use or restriction that would prevent or limit Tenant from using the Premises for the Permitted Use. Any and all terms and conditions of this Agreement that by their sense and context are intended to be applicable during the Option Term shall be so applicable.

2. PERMITTED USE. Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure (“**Structure**”), associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (the “**Communication Facility**”), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord, provided it does not increase the size of the Premises (collectively, the “**Permitted Use**”). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant’s Permitted Use with the exception that any tower constructed on the Premises shall be limited to a monopole tower not greater in height than shown on Exhibit 1. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of the Property as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate underground transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and underground communication lines from the Property’s main entry point to the equipment shelter or cabinet, install a generator and to make other improvements, alterations, upgrades or additions appropriate for Tenant’s Permitted Use, including the right to construct a fence around the Premises or equipment, install warning signs to make individuals aware of risks, install protective barriers, install any other control measures reasonably required by Tenant’s safety procedures or applicable law, and undertake any other appropriate means to secure the Premises or equipment at Tenant’s expense. Tenant will restore the Property in accordance with Section 13. Tenant has the right to modify, supplement replace, upgrade, the Communication Facility (including, for example, increasing the number of antennas or adding microwave dishes) or relocate the Communication Facility within the Premises at any time during the Term provided no such work increases the size of the Premises. Tenant will be allowed to make such alterations to the Property in order to ensure that the Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

3. TERM.

(a) The initial lease term will be five (5) years (the “**Initial Term**”), commencing on the effective date of written notification by Tenant to Landlord of Tenant’s exercise of the Option (the “**Term Commencement Date**”). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for five (5) additional five (5) year term(s) (each additional five (5) year term shall be defined as an “**Extension Term**”), upon the same terms and conditions set forth herein unless Tenant notifies Landlord in writing of Tenant’s intention not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or the then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (“**Annual Term**”) until terminated by either party hereto by giving to the other party hereto written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rent during such Annual Terms shall be equal to the Rent paid for the last month of the final Extension Term, as subject to escalation pursuant to Section 4(b) below. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the “**Term.**”

4. RENT.

(a) Commencing on the first day of the month in which the Tenant commences construction (the “**Rent Commencement Date**”), Tenant will pay Landlord on or before the fifth (5th) day of each calendar month in advance, Seven Hundred and Ninety and No/100 Dollars (\$790.00) (the “**Rent**”), at the address set forth above. In any partial month occurring after the Rent Commencement Date, the Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) Each year, the monthly Rent will increase by three percent (2.00%) over the Rent paid during the year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

5. APPROVALS.

(a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises and Property for the Permitted Use and Tenant’s ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for the Permitted Use and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. Tenant acknowledges Landlord is a municipal entity which possesses certain zoning and regulatory authority regarding the matters called for in this Agreement. Nothing in this Agreement, including but not limited to the above agreement to reasonably assist Tenant, shall be construed to obligate Landlord to issue any municipal permits to Tenant or treat Tenant and any such applications from it in any manner differently than Landlord reviews such matters in the normal course of its governmental affairs.

(b) Tenant has the right, at Tenant’s sole cost and expense, to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals. Tenant will restore the Property to its condition as it existed prior to such testing, reasonable wear and tear and loss by casualty or other causes beyond Tenant’s control excepted.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now intended by Tenant;

(c) by Tenant, during the Option Term, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

7. **INSURANCE.** During the Option Term and throughout the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured to the extent of the indemnity provided by Tenant under this Agreement. Notwithstanding the foregoing, Tenant shall have the right to self-insure against the risks for which Tenant is required to insure against in this Section.

8. **INTERFERENCE.**

(a) Prior to or concurrent with the execution of this Agreement, Landlord has provided or will provide Tenant with a list of radio frequency user(s) and frequencies used on the Property as of the Effective Date. Tenant warrants that its use of the Premises will not interfere in any material way with those existing radio frequency uses on the Property, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the Effective Date, a lease, license or any other right to any third party, if the exercise of such grant may materially or adversely affect or interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not, nor will Landlord permit its employees, tenants, licensees, invitees, agents or independent contractors to interfere in any material way with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. This subsection shall not apply to any and all interference arising from Landlord's operations as a municipal entity. In the event such operations materially interfere with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement, the Tenant's sole remedy shall be termination of this Agreement.

(d) For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the Property that causes electronic or physical obstruction with, or degradation of, the communications signals from the Communication Facility.

9. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable

to the negligent or intentional act or omission of Landlord, its employees, invitees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability, costs or expenses in connection with a third party claim (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Landlord, its employees, invitees, agents or independent contractors, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section 9 and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall reasonably cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

10. WARRANTIES.

(a) Each of Tenant and Landlord (to the extent not a natural person) each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the party or individual set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would materially or adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises in accordance with the terms of this Agreement without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, then Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest in the form attached hereto as **Exhibit 10(b)**. Tenant shall not encumber or caused to be encumbered the Property nor take, or fail to take, any action which would cause any lien to attach to the Property. In the event Tenant's action or inaction causes any lien to attached, Tenant shall promptly take all action necessary to remove said lien and reimburse the Landlord for all reasonable costs actually incurred by Landlord, including reasonable attorney fees, from such Lien.

11. ENVIRONMENTAL.

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, to the knowledge of the Landlord (i) the Property, as of the Effective Date, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of

penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party’s breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the Effective Date or from such contamination caused by the acts or omissions of Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnification provisions contained in this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that renders the condition of the Premises or Property unsuitable for Tenant’s use, or if the leasing or continued leasing of the Premises would unreasonably expose Tenant to undue risks of liability to a government agency or other third party, then Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

12. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access (“**Access**”) to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such Access at no additional cost to Tenant. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant’s request, Landlord shall execute additional letters during the Term. If Tenant elects to utilize an Unmanned Aircraft System (“**UAS**”) in connection with its installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property, Landlord hereby grants Tenant, or any UAS operator acting on Tenant’s behalf, express permission to fly over the Property and Premises, and consents to the use of audio and video navigation and recording in connection with the use of the UAS. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the Access granted by this Section 12, such failure shall be a default under this Agreement.

13. REMOVAL/RESTORATION. All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant’s personal property and, at Tenant’s option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant’s removal activities.

Within sixty (60) days after termination or expiration of this Agreement, Tenant shall remove the Communication Facility, including the foundation of the facility and all associated utilities, Landlord improvements of every kind and nature and Tenant property up to (3) three feet beneath grade, and will restore the Premises to its condition as it existed prior to the Effective Date, reasonable wear and tear and loss by casualty or other causes beyond

Tenant's control excepted. Any portion of the Communications Facility that Tenant does not remove which is below (3) feet beneath grade within sixty (60) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Tenant shall surrender possession of the Premises to Landlord and shall be liable for any damage done to Landlord's property or equipment to the extent attributable to any act or omission of Tenant, its agents, contractors and employees. If Tenant fails to completely remove its facilities and equipment as above-described within the 60 day period, it shall pay rent in effect during the last month of the Term, prorated for each day of every month during which equipment and facilities have not been removed by Tenant from the Premises. Whether any or all of the equipment and facilities is in use or functioning shall not be considered a factor when determining Tenant's rental obligations under this paragraph. After said 60 day period, Landlord may at its option, declare all Tenant property remaining to be abandoned, remove it, and dispose of it in any manner. Tenant shall be liable to Landlord for all costs it reasonably and actually incurs in removing and disposing of said property and restoring the Premises to their condition prior to the Effective Date.

14. MAINTENANCE/UTILITIES.

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto and all areas of the Premises where Tenant does not have exclusive control, in good and tenable condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to sub-meter from Landlord. When sub-metering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Tenant shall reimburse Landlord for such utility usage at 105% of the rate charged to Landlord by the utility service provider. Tenant will remit payment within sixty (60) days of receipt of the usage data and required forms. Landlord shall maintain accurate and detailed records of all utility expenses, invoices and payments applicable to Tenant's reimbursement obligations hereunder. Within thirty (30) days after a request from Tenant, Landlord shall provide copies of such utility billing records to the Tenant in the form of copies of invoices, contracts and cancelled checks. If the utility billing records reflect an overpayment by Tenant, Tenant shall have the right to deduct the amount of such overpayment from any monies due to Landlord from Tenant.

(c) As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant, at Tenant's sole expense, the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(d) Tenant will have the right to install utilities, at Tenant's expense, and to improve present utilities on the Property and the Premises. Landlord hereby grants to any service company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such service companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

15. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, then Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 within twenty-four (24) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

16. ASSIGNMENT/SUBLEASE. Tenant will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without Landlord's consent, to: (a) Tenant's Affiliate, (b) to any entity with a net worth of at least Twenty Million Dollars (\$20,000,000) or (c) any entity that acquires all or substantially all of the Tenant's assets in the market as defined by the Federal Communications Commission in which the Property is located. Upon notification to Landlord of such assignment, transfer or sale, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Tenant shall have the right to sublease the Premises, in whole or in part, without Landlord's consent. Tenant may not otherwise assign this Agreement without Landlord's consent, Landlord's consent not to be unreasonably withheld, conditioned or delayed.

17. NOTICES. All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties hereto as follows:

If to Tenant: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WI0385; Cell Site Name: City of Waterloo (WI)
 Fixed Asset #: 10587459
 575 Morosgo Drive
 Atlanta, Georgia 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn.: Legal Dept – Network Operations
 Re: Cell Site #: WI0385; Cell Site Name: City of Waterloo (WI)
 Fixed Asset #: 10587459
 208 S. Akard Street
 Dallas, TX 75202-4206

If to Landlord:

City Administrator
Waterloo Municipal Building
136 North Monroe Street
Waterloo, Wisconsin 53594-1125

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

18. CONDEMNATION. In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within twenty-four (24) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a *pro rata* basis.

19. CASUALTY. Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within twenty-four (24) hours of the casualty or other harm. If any part of the Communication Facility or the Property is damaged by casualty or other harm as to render the Premises unsuitable, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed.

20. WAIVER OF LANDLORD'S LIENS. Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. TAXES.

(a) Landlord shall be responsible for (i) all taxes and assessments levied upon the lands, improvements and other property of Landlord including any such taxes that may be calculated by a taxing authority using any method, including the income method, (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with this Agreement, and (iii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with a sale of the Property or assignment of Rent payments by Landlord. Tenant shall be responsible for (y) any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21 and (z) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording, and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Tenant. Nothing herein shall require

Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant in a timely manner and Tenant's rights with respect to such taxes are prejudiced by the delay, Tenant shall not be responsible for any liens or penalties arising from such failure. Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law. Tenant acknowledges Landlord is a municipal entity which possesses certain taxing authority regarding the matters called for in this Agreement. Nothing in this Agreement, including but not limited to the above agreement to reasonably cooperate with Tenant, shall be construed to obligate Landlord to treat Tenant in any manner differently than Landlord treats such matters in the normal course of its governmental affairs.

(d) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(e) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17. Promptly after the Effective Date, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax address changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party, however Landlord shall have no obligation to pursue any such reimbursement or rebate from any third party.

22. SALE OF PROPERTY.

(a) Landlord may sell the Property or a portion thereof to a third party, provided: (i) the sale is made subject to the terms of this Agreement; and (ii) if the sale does not include the assignment of Landlord's full interest in this Agreement, the purchaser must agree to perform, without requiring compensation from Tenant or any subtenant, any obligation of Landlord under this Agreement, including Landlord's obligation to cooperate with Tenant as provided hereunder.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property, to a purchaser other than

Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, Landlord or its successor shall promptly notify the Tenant.

(c) The provisions of this Section 22 shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

23. INTENTIONALLY OMITTED.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum of Lease substantially in the form attached as **Exhibit 24(b)**. Either party may record this Memorandum of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease.

(c) Intentionally Omitted.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate; and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to “Tenant” shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. “Affiliate” means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. “Control” of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including any change in Landlord’s name or address.

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) Intentionally Omitted.

(n) Intentionally Omitted.

(o) **Incidental Fees.** Unless specified in this Agreement, no unilateral fees or additional costs or expenses are to be applied by either party to the other party, including review of plans, structural analyses, consents, provision of documents or other communications between the parties. Notwithstanding the prior sentence, Tenant agrees to reimburse Landlord within 30 days of the later of (i) the Effective Date, and (ii) Tenant’s receipt of a sufficiently detailed invoice from Landlord, an amount up to \$2,500 for legal costs incurred by Landlord in the negotiation, preparation and review of this Agreement.

(p) **Further Acts.** Upon request, Landlord will cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents, and assurances as Tenant may request from time to time in order to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and all transactions and permitted use contemplated by this Agreement.

(q) For any generator installed on the Premises, the Tenant, any sublessees or any future colocators on the tower must make every good faith attempt to obtain a quiet generator that is commercially reasonable for the application.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the Effective Date.

“LANDLORD”

The City of Waterloo,
A Wisconsin municipal corporation

By: _____
Print Name: _____
Its: _____
Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

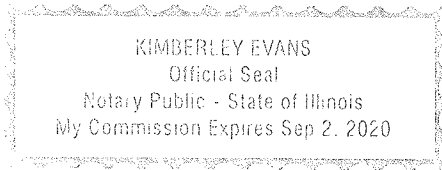
By: Allean C. Smith
Print Name: Allean Smith
Its: Senior-Tech Vendor Management
Date: 11/20/10

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

On the 20 day of November, 2018 before me personally appeared Allean Smith and acknowledged under oath that he/she is the Senior-Tech Vendor Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kimberley Evans
Notary Public: Kimberley Evans
My Commission Expires: 9-2-2020

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss:

On the ____ day of _____, 20__ before me, personally appeared _____, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Mo Hansen

From: Andrew Lewandowski <ajlewandowski@uwalumni.com>
Sent: Tuesday, December 04, 2018 5:28 AM
To: Mo Hansen
Subject: Re: City of Waterloo meeting notice - December 6, 2018 - meeting materials posted

Hi Mo,

Sorry for the late reply. It's taken some time to sift through all the medical material. The CDC probably provides the most succinct and helpful scientific background information (not too jargon-filled) for our Alders. The website can be found here:

Center for Disease Control:

<https://www.cancer.gov/about-cancer/causes-prevention/risk/radiation/electromagnetic-fields-fact-sheet>

Most concern from individuals comes from the World Health Organization per below:

In 2002, the International Agency for Research on Cancer (IARC), a component of the World Health Organization, appointed an expert Working Group to review all available evidence on static and extremely low frequency electric and magnetic fields (ELF-EMFs) (12). The Working Group classified ELF-EMFs as "possibly carcinogenic to humans," based on limited evidence from human studies in relation to childhood leukemia. Static electric and magnetic fields and extremely low frequency electric fields were determined "not classifiable as to their carcinogenicity to humans."

The biggest concern comes from recent studies showing that male rats had increased rates of a nerve tumor called a schwannoma (also known as an acoustic neuroma) when exposed to radiofrequency waves. The paper is very technical, but a great review of the research can actually be found in a popular magazine (Scientific American). A copy of the well-done article can be found here: <https://www.scientificamerican.com/article/new-studies-link-cell-phone-radiation-with-cancer/>

Long story short, there are no currently proven biological effects of electromagnetic low frequency radiation (as in cell towers) on humans, but there are several areas for concern that have not been studied well enough yet to be conclusive. Most studies have focused on tumors/cancer with no proven effects in available human studies, but substantial concern in rat models. The following areas are commonly evaluated with respect to environmental exposures, but currently have not been well studied: neurodevelopment, fertility, fetal development, and chronic conditions.

I have heard a guarded response from a UW Pediatric Neurosurgeon who essentially said that environmental effects are often evaluated for cancer potential, but that he didn't know if he would or wouldn't want a cell tower if it was his community at this time. His main concern is that there isn't enough evidence to support if the effects are truly harmful or not. I, otherwise, didn't receive any replies from the other neuro-oncology clinic providers at UW.

That's what I've got on this topic. Please feel free to have anyone give me a call or e-mail me prior to Thursday. Please remind them that I am a physician, and, as such, I'm not just a citizen doing a "really good google search."

Andrew
608-347-2318

On Mon, Dec 3, 2018 at 6:00 PM Mo Hansen <cityhall@waterloowi.us> wrote:

This is notice regarding three public City of Waterloo meetings for - December 6, 2018 - meeting materials are now posted.

LINK TO: [Agendas, Meeting Materials & Past Meeting Minutes](#).

- To subscribe to this municipal service, just [send an email request](#).

Mo Hansen | Clerk/Treasurer | [City of Waterloo](#) | 920.478.3025

mhansen@waterloowi.us

From: Kleiber <kleiber@gdinet.com>
Sent: Friday, November 30, 2018 1:12 PM
To: mhansen@waterloowi.us
Subject: Re: City of Waterloo follow-up / FW: Please read before signing cell tower contract
Attachments: Cherry2000EMR_ICNIRP_critique_09-02.pdf; Untitled attachment 00005.htm

Importance: High

Hi Mo-

I do. I had been about to send it when I got your email. Perhaps you can pass it on to the council as well.

I wanted to follow up on our conversation the other day. Epidemiological studies do show that radiofrequency/microwave (RF/MW) transmitting towers, like the cell tower that Waterloo is proposing to install, cause both cancer and deleterious health effects, when the data are analyzed properly. One of the serious problems with various RF/MW transmitting tower epidemiological studies is a failure to account for actual RF/MW radiation exposure patterns. This is important because exposure does not simply decline in strength as distance from the tower increases. Dr. Neil Cherry has a nice discussion about this on pages 89-95 of the attached report. As you will see when you read the report, risks increase as exposure increases, but distance alone does not sufficiently predict risk. The transmission pattern and topography are extremely important.

Researchers have been handicapped both by a lack of funding to do these major epidemiological studies and by an inability to access details about transmission patterns. However, numerous epidemiological studies documenting negative health outcomes related to RF/MW radiation exposure do exist. I sent links to a couple such papers in my previous email. I strongly urge you to read them and the information at the other links I provided. If you have trouble accessing any of them, please let me know and I can send you a copy.

The decision to put in a cell tower will have grave consequences for many people. I hope you will take the time to do your due diligence BEFORE you sign a binding contract committing Waterloo to a long-term hazardous environmental exposure. The money they are offering in exchange for installation of the cell tower is not free money, it is a community member's blood money.

As part of your due diligence, please schedule time at one of your next meetings for an hour long presentation from the Environmental Health Trust about the serious health hazard wireless radiation poses. You can contact Theodora Scarato, the Executive Director, at theodora.scarato@EHTrust.org. I am pasting their recent press release below in case you missed it on the last email I sent.

Sincerely,
Catherine Kleiber
(920) 478-9696

From
Daniel Kalina
AT&T Representative

**Are these radio signals something I
should be concerned about?**

No.

**In fact, you're surrounded by
radio signals right now!**

(And have been your whole life.)

Other Radio Operated Devices Around You



AM/FM Radio



TV



WIFI



Microwave Oven



Wireless Router



Baby Monitor



Bluetooth Headset



Garage Door
Opener



Security System

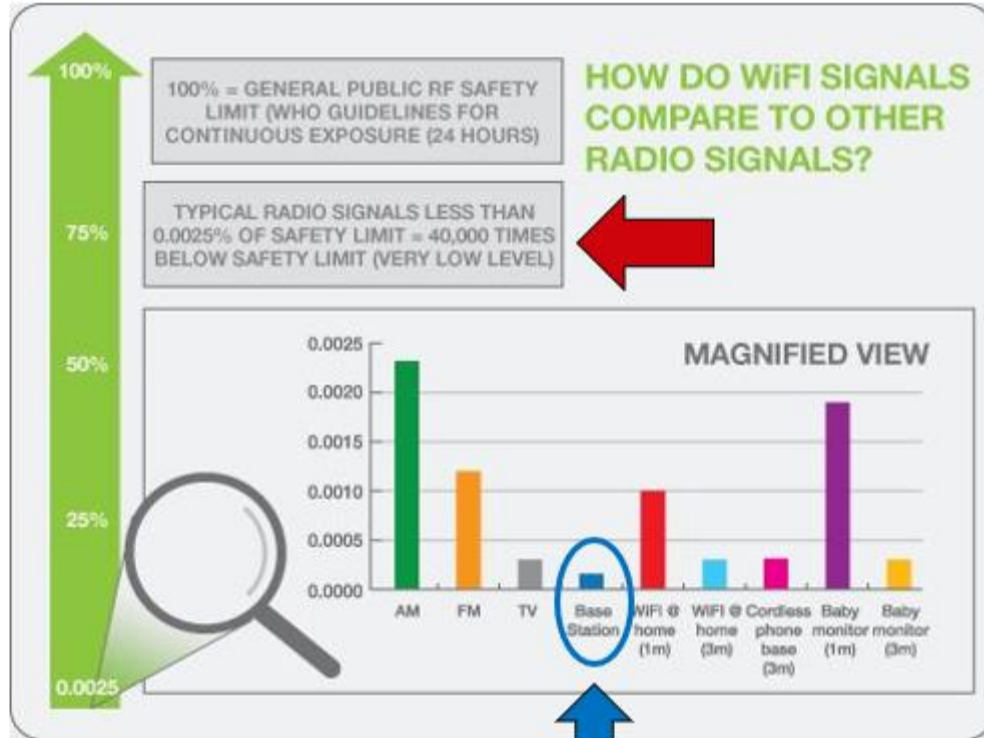


Cordless Phone

Common Indoor RF Exposure Levels:

Some typical RF signals around you on a daily basis.

- AM/FM signals have been around since the 1920's.
- Television signals have been in the air since the 1950's.
- At customary heights, wireless antenna signals represent the lowest exposures among other ambient indoor signals.



How do I know these signals are safe?

Based on peer reviewed scientific studies performed by qualified scientists and engineers.

The FCC Governs and Regulates RF Emissions in the US

- FCC is the federal agency responsible for establishing, implementing and enforcing communications standards, laws and regulations in the US.
- FCC safety standards are based on recommendations received from expert organizations such as American National Standards Institute ([ANSI](#)), Institute of Electrical and Electronics Engineers, Inc. ([IEEE](#)), and the National Council on Radiation Protection and Measurements ([NCRP](#)) regarding human exposure to RF electromagnetic fields and endorsed by agencies of the Federal Government responsible for health and safety.
- Measurements of RF at typical telecom installations, especially cell towers, show ground-level power densities hundreds to thousands of times less than FCC's limits deemed for safe exposure.

A Sample of Worldwide Organizations Attesting to RF Safety

- ❖ **Federal Communications Commission**
- ❖ **World Health Organization**
- ❖ **Occupational Safety and Health Administration (OSHA)**
- ❖ **Food and Drug Administration (FDA)**
- ❖ **National Institute for Occupational Safety and Health (NIOSH)**
- ❖ **National Council on Radiation Protection and Measurements (NCRP)**
- ❖ **Institute of Electrical and Electronics Engineers (IEEE)**
- ❖ **The European Commission**
- ❖ **Harvard University Dept. of Environmental Health & Safety**

What the Experts Say...

"Radiofrequency emissions from antennas used for cellular and PCS [personal communications service] transmissions result in exposure levels on the ground that are typically thousands of times below safety limits. These safety limits were adopted by the FCC based on the recommendations of expert organizations and endorsed by agencies of the Federal Government responsible for health and safety. Therefore, there is no reason to believe that such towers could constitute a potential health hazard to nearby residents or students."

-FCC

"The balance of evidence to date suggest that exposures to RF radiation below NRPB and ICNIRP guidelines do not cause adverse health effects to the general population."

-NRPB

"Based on current research there are no established health effects that can be attributed to the low RF EME exposure from mobile phone base station antennas."

-ARPANSA

"...the overwhelming majority of consensus documents from various health agencies worldwide agree that cell phones and base-station antennas are unlikely to cause cancer."

-Harvard University

"Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea."

-American Cancer Society

"The consensus of the scientific community, both in the US and internationally, is that the power from these mobile phone base station antennas is far too low to produce health hazards as long as people are kept away from direct access to the antennas."

-Medical College of Wisconsin

Wireless Networks and Your Health: THE FACTS

FACTS

- Wireless devices and facilities must adhere to radio frequency ("RF") emission guidelines established and enforced by the Federal Communications Commission ("FCC").

See FCC, Second Memorandum Opinion and Order and Notice of Proposed Rulemaking, 12 FCC Rcd 13494

- Under federal law, state and local governments may not regulate the placement, construction, and modification of wireless facilities on the basis of environmental effects of RF emissions if the facilities comply with FCC regulations governing RF emissions.

47 U.S.C. § 332(c)(7)(B)(v)

- RF emissions from wireless facilities generally are significantly lower than permitted. According to recent studies, "RF exposures from base stations range from 0.002% to 2% of the levels of international exposure guidelines."

World Health Organization, Electromagnetic Fields and Public Health, <http://www.who.int/mediacentre/factsheets/fs304/en/>

- There is no credible scientific evidence that RF emissions from wireless base stations and wireless networks have adverse health or environmental effects.

CONCLUSIONS

- The World Health Organization has conducted a review of all available studies and concluded that "there is no convincing scientific evidence that the weak RF signals from base stations and wireless networks cause adverse health effects."

World Health Organization, Electromagnetic Fields and Public Health, <http://www.who.int/mediacentre/factsheets/fs304/en/>

- The U.S. Food and Drug Administration has determined that based on all available evidence, there is "no increased health risk due to radio-frequency (RF) energy."

U.S. Food and Drug Administration, Consumer Update: No Evidence Linking Cell Phone Use to Risk of Brain Tumors, <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm212273.htm>

- The National Cancer Institute has concluded that despite the rise in cell phone use, brain cancer rates did not increase between 1987 and 2005.

U.S. Food and Drug Administration, Consumer Update: No Evidence Linking Cell Phone Use to Risk of Brain Tumors, <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm212273.htm>

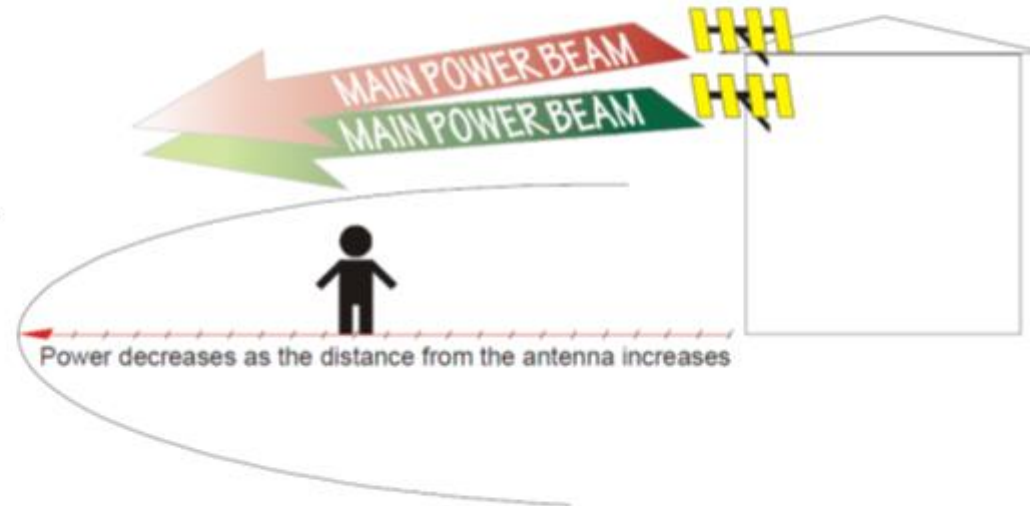
- The FCC has concluded that "[t]here is no scientific evidence to date that proves that wireless phone usage can lead to cancer or a variety of other health effects, including headaches, dizziness or memory loss."

FCC, Office of Engineering and Technology, RF Safety FAQs, <http://www.fcc.gov/oet/ef/safety/ef-faqs.html#QE>

Key RF Factors:

Remember L-D-D-R:

- ✓ Wireless signals are **LOW POWER**.
- ✓ The signal beam is **DIRECTIONAL**.
- ✓ Signal intensity **DISSIPATES RAPIDLY** the farther from the antenna the signal travels.



Q: So what's the minimum distance from an antenna* the FCC considers safe?

A: It's impossible to get close enough to the antennas to be in harm's way - unless you climb the tower.

***Antenna ≠ Tower**

FACT

According to the FDA and FCC...

“To be exposed to levels at or near the FCC limits for cellular or PCS frequencies, an individual would essentially have to remain in the main transmitted radio signal (at the height of the antenna) and within a few feet of the antenna...” for an extended period of time.

RF Safety Resources

FCC RF Safety FAQ

<https://www.fcc.gov/engineering-technology/electromagnetic-compatibility-division/radio-frequency-safety/faq/rf-safety>

American Cancer Society

<https://www.cancer.org/cancer/cancer-causes/radiation-exposure/cellular-phone-towers.html>

WHO Electromagnetic Fields and Public Health Fact Sheet

<http://www.who.int/peh-emf/publications/facts/fs304/en/>

IEEE Standard for Safety Levels with Respect to Human Exposure to RFE

<http://emfguide.itu.int/pdfs/C95.1-2005.pdf>

Australian Radiation Protection and Nuclear Safety Agency (ARPANSA) Datasheet on Mobile Phone Base Stations and Health

<https://www.arpansa.gov.au/understanding-radiation/radiation-sources/more-radiation-sources/mobile-phone-base-stations>

Health Physics Society

<http://hps.org/publicinformation/ate/faqs/cellphoneqa.html>

Harvard University RF Safety Fact Sheet

<https://www.ehs.harvard.edu/sites/ehs.harvard.edu/files/CellphoneTowerFacts.pdf>

Wireless Infrastructure Association Fact Sheet

https://wia.org/wp-content/uploads/Advocacy_Docs/pcia_rf_fact_sheet.pdf

National Radiation Protection Board of Great Britain

http://webarchive.nationalarchives.gov.uk/20110930030001/http://www.hpa.org.uk/web/HPAwebFile/HPAweb_C/1194947334474

Centers for Disease Control and Prevention (CDC)/NIOSH

<https://www.cdc.gov/niosh/topics/emf/>



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ORDINANCE #2018-08

Creating Section 53-15 Of The Municipal Code, Enacting A Municipal Vehicle Registration Fee

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

SECTION 1: CHAPTER § 53-15 MUNICIPAL VEHICLE REGISTRATION FEE is hereby created as follows:

§ 53-15 **Municipal Vehicle Registration Fee.**

A. Authority.

This section § 53-15 is adopted pursuant to the authority granted by Wis. Stats. § 341.35, as from time to time amended or renumbered.

B. Purpose.

The purpose of this article is to provide the City of Waterloo a source of revenue in addition to other revenue sources currently being utilized to maintain public streets and highways.

C. Definitions.

In this section, a "motor vehicle" means an automobile or motor truck registered under Wis. Stats. § 341.25(1)(c) at a gross weight of not more than 8,000 pounds.

D. Imposition of motor vehicle registration fee.

- a. Pursuant to section 341.35, Wis. Stats., an annual flat city registration fee as set forth herein in the amount of \$15.00 is hereby imposed upon all motor vehicles in the State of Wisconsin that are customarily kept in the city.
- b. This fee shall be paid by the registration applicant at the time that a motor vehicle is first registered and at each time of registration renewal.
- c. The city registration fee shall be paid as provided in Wis. Stats. § 341.35(5).
- d. The city registration fee shall be in addition to state registration fees.

E. Administrative costs.

Wisconsin Department of Transportation (WisDOT) shall retain a portion of the moneys collected equal to the actual administrative costs related to the collection of these fees (currently \$0.17 per motor vehicle). The method for computing the administrative costs will be reviewed annually by the WisDOT, as provided in Wis. Stats. § 341.35.

F. Exemptions.

- a. The following motor vehicles are exempt from the annual Waterloo vehicle registration fee:
 - i. All vehicles exempted by Wis. Stats. Ch. 341 from payment of a state vehicle registration fee.
 - ii. All vehicles registered by the State under Wis. Stats. § 341.26 for a fee of \$5.00.

G. Deposit of fee revenues—Administration.

- a. All moneys under this application statute and this section remitted to the city by the WisDOT or other applicable agency shall be deposited into the city's capital fund.
- b. The city Clerk/Treasurer shall be responsible for the administration of this section and funds.

H. Annual municipal legislative review.

- a. The City Council on, or about, September 1st each year shall consider an annual renewal resolution establishing the status of the fee for the upcoming calendar year.

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

Acted on and adopted at a regular meeting of the Common Council on _____, 2018.

City of Waterloo

Signed: _____

Robert H. Thompson, Mayor

Attest:

Mo Hansen
City Clerk/Treasurer

Date Adopted: _____, 2018

Date Published: The Courier, _____

Fiscal Effect: Per WIDOT regulations and procedures no fee can be collected until 90 days after notice of municipal enactment is provided. 2019 net new recurring revenue for maintaining and improving streets is estimated at \$37,500 or less, depending upon the timing of the ordinance adoption. 2020 revenue is projected at \$45,000.

Sponsor: Finance, Insurance & Personnel Committee at the direction of the City Council, per resolution #2018-37



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RESOLUTION #2018-44

AUTHORIZING THE 2019 PURCHASE OF A REPLACEMENT SQUAD CAR

Whereas, the City Council has budgeted for a 2019 expenditure to replace an existing police squad car, and:

Whereas, Police Chief Sorenson has collected bids relating to the purchase, and:

Whereas, the Public Safety and Health Committee has reviewed available bid information and is recommending: _____:

Therefore Be It Resolved, by the Common Council of the City of Waterloo, Wisconsin, that it hereby authorizes the 2019 purchase of a replacement squad car and directs the Police Chief to order the vehicle in accordance with the Committee's recommendation.

PASSED AND ADOPTED this 6th day of December, 2018.

City of Waterloo

Signed: _____
Robert H. Thompson, Mayor

Attest:

Morton Hansen, Clerk/Treasurer

SPONSOR(S) – Public Safety & Health Committee
FISCAL EFFECT – Using carried over funds to make this vehicle purchase