



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

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET

Thursday, August 8, 2020 – 7:00 p.m.

participate remotely, or in-person in the Council Chambers

Remote Open Session Meeting Information

1. Join By Device

Join Zoom Meeting <https://us02web.zoom.us/j/87249447303?pwd=TEl4aStiWkg3U3lFeFBVcXhaR1Zldz09>

Meeting ID: 872 4944 7303

Passcode: 592966

2. Join By Phone

+1 301 715 8592 US (Germantown)

Meeting ID: 872 4944 7303

Passcode: 592966

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
2. MEETING MINUTES APPROVAL: July 16, 2020
3. CITIZEN INPUT / PUBLIC COMMENT
4. MEETING SUMMARIES (since last Council meeting)
 - a. [2020-08-06 Public Works & Property Committee](#)
 - b. [2020-08-06 Public Safety & Health Committee](#)
 - c. [2020-08-04 Utility Commission](#)
 - d. [2020-07-30 Cable TV Regulatory Board](#)
 - e. [2020-07-28 Plan Commission Meeting](#)
 - f. [2020-07-21 Community Development Authority](#)
 - g. [2020-07-20 Special Karl Junginger Memorial Library Board Meeting](#)
 - h. [2020-07-20 Waterloo Fire Agenda](#)
5. NEW BUSINESS
 - a. Resolution #2020-32 Accepting McKay Nursery Landscaping Maintenance Services Commitments For Multiple Waterloo Locations
6. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Public Works
 - i. Resolution #2020-30 Update The Exemption Of Certain Sidewalks From Snow/Ice Clearing Requirements
 - b. Plan Commission
 - i. Conditional Use Permit Application, Larry Waldo, 612 Jefferson Street, To Allow The Construction Of A 20' X 20' (400 Sq. Ft.) Accessory Building Addition. A Conditional Use Permit Is Required For Additional Garage Space Of This Amount In A Residential District.
 - c. Public Safety and Health Committee
 - i. Wiener & Kraut Day Special Event / Entertainment License Application, Parks Coordinator Gabe Haberkorn ***
7. ADDITIONAL NEW BUSINESS
 - a. Attorney Briefing On Municipal Guarantee For The Waterloo Technology Center 565 West Madison Street. [NOTE: The body may convene in closed session per Wis Stat. 19.85(1)(e) "Deliberating or negotiating the purchasing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."] Upon completion of both closed sessions listed the body will reconvene in open session.
 - b. Resolution #2020-31 Resignation Agreement Between The City of Waterloo And Its Police Department

And Jessica Kelly [NOTE: The body may convene in closed session per Wis. Stat. 19.85(1)(c) "Considering employment, promotion, compensation or performance data of any public employee over which the governmental body has jurisdiction or exercises responsibility"] Upon completion of the closed session the body will reconvene in open session.

8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

9. ADJOURNMENT



Mo Hansen
Clerk/Treasurer

Posted & Emailed: August 3, 2020

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: July 16, 2020

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting available to participants remotely or in-person to order at 7:02 p.m. Alderpersons present: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Stinnett. Absent: Petts. Others attending either remotely or in-person: Leeann Woods; Mark Herbst; David Ferris with Ehler's & Associates; Craig Ellsworth; Utility Superintendent Barry Sorenson; Police Chief Denis Sorenson; WLOO videographers and Clerk/Treasurer Hansen. The pledge of allegiance was recited.
2. MEETING MINUTES APPROVAL: July 2, 2020. MOTION: Moved by Griffin, seconded by Schoenwetter to approve the minutes. VOICE VOTE: Motion carried.
3. CITIZEN INPUT / PUBLIC COMMENT. The Mayor welcomed Leeann Woods.
4. PUBLISH NOTICES.
 - a. Plan Commission Public Hearing, Conditional Use Permit Application For 612 Jefferson Street To Allow The Construction Of A 20' X 20' (400 Sq. Ft.) Accessory Building Addition. Noted.
5. MEETING SUMMARIES Brief verbal summaries were provided for a-c and d.
 - a. 7/7 Utility Commission
 - b. 7/8 Parks Commission
 - c. 7/9 & 7/16 Finance, Insurance & Personnel Committee
 - d. 7/13 Emergency Medical Services
 - e. 7/14 Library Board
6. CONSENT AGENDA ITEMS. MOTION: Moved by Thomas, seconded by Griffin to approve the consent agenda items. VOICE VOTE: Motion carried.
 - a. June Reports Of City Officials And Contract Service Providers
 - i. Parks
 - ii. Fire & EMS
 - iii. Building Inspection - Building, Plumbing & Electrical Permits
 - iv. Public Works
 - v. Police
 - vi. Library Board
 - vii. Water & Light Utility Commission
 - viii. Watertown Humane Society
 - b. Approval Of New Operator's License, Juanita Albrecht, W10710 Yelk Lane, Waterloo
7. RECOMMENDATION OF BOARDS, COMMITTEES AND COMMISSIONS
 - a. Utility Commission
 - i. Resolution #2020-29 Providing For The Sale Of \$4,365,000 Combined Utility Revenue Bonds, Series 2020D. DISCUSSION: David Ferris briefed attendees on the proposed utility debt referencing meeting material. MOTION: Moved by Kuhl, seconded by Schoenwetter to approve the presented resolution. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Stinnett. Noes: none with Petts absent. Motion carried.
 - b. Finance, Insurance & Personnel Committee
 - i. June Financial Statements
 1. General Disbursements - \$601,699.48. MOTION: Moved by Thomas, seconded by Schoenwetter to approve the presented disbursements. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Stinnett. Noes: none with Petts absent. Motion carried.
 2. Payroll - \$78,482.79. MOTION: Moved by Thomas, seconded by Schoenwetter to approve the presented payroll. ROLL CALL VOTE: Ayes: Schoenwetter, Rhynes, Kuhl, Griffin, Thomas and Stinnett. Noes: none with Petts absent. Motion carried.
 3. Treasurer's Report & Budget Reports. MOTION: Moved by Thomas, seconded by Schoenwetter to approve the reports. VOICE VOTE: Motion carried.
 - ii. Ordinance #2020-02 Amending Section 53-4 Budget, Revising The Budget Deliberation Sequence. DISCUSSION: Hansen said the agenda item was added after the initial meeting

posting. DISCUSSION: Thomas said the ordinance set July 1 for an annual budget deliberation start time and set July 31 as a deadline for department submittals. MOTION: Moved by Thomas, seconded by Kuhl to approve the ordinance as presented. VOICE VOTE: Motion carried.

8. NEW BUSINESS

- a. Request Of Rediscovered LLC, 565 West Madison Street, To Temporarily Waive A Developer Agreement Provision Requiring A Minimum Payment In Lieu Of Taxes. DISCUSSION: Craig Ellsworth described the request as extending the municipal loan guarantee four years and waiving the developer revenue guarantee for two years. He said the request would aid in leasing or selling the property. The Clerk/Treasurer indicated that debt service was still owed on the \$100,000 2014 cash incentive. He recommended no action. The Mayor said she was not interested in extending the municipal loan guarantee past the January 24, 2021 deadline. No action taken.

9. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS. Stinnett reminded attendees of an upcoming Firemen's Park concert which included an opportunity to purchase alcohol.

10. ADJOURNMENT. Moved by Thomas, seconded by multiple to adjourn. Motion carried. Approximate time: 7:35 p.m.



Attest:
Mo Hansen, Clerk/Treasurer



136 North Monroe Street
Waterloo, WI 53594
Phone: (920) 478-3025
Fax: (920) 478-2021
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RESOLUTION #2020-30

**ACCEPTING MCKAY NURSERY LANDSCAPING MAINTENANCE SERVICES COMMITMENTS FOR
MULTIPLE WATERLOO LOCATIONS**

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

WHEREAS, the Waterloo Common Council appreciates the contributions the Karl Junginger Foundation Inc. has made to Waterloo over the years, and;

WHEREAS, the Foundation has presented a written consent statement memorializing that it will pay for all landscaping maintenance (not including law maintenance) for the Karl Junginger Memorial Library, the Waterloo High School Tennis Court area, the VFW display area in downtown Waterloo, and the Waterloo Trailhead Facility until further notice.

THEREFORE, BE IT RESOLVED, that the City of Waterloo Common Council accepts this donation of landscaping services and thanks the Foundation for its Waterloo-based activities.

PASSED AND ADOPTED this ____ day of June 2020.

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Morton J. Hansen
Clerk/Treasurer

SPONSOR(S) – Mayor
FISCAL NOTE – Memorializes current practice

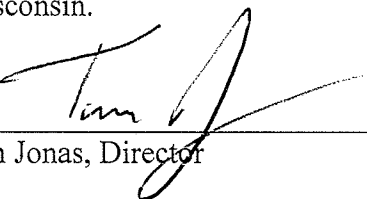
**ACTION BY BOARD OF DIRECTORS
BY UNANIMOUS WRITTEN CONSENT**

We, the undersigned, comprising all the directors of the Karl Junginger Foundation, Inc. a Wisconsin charitable corporation, hereby consent in writing pursuant to the authority in Section 181.0704 of the Wisconsin Business Corporation Law, to the following action:

RESOLVED that all landscaping maintenance (not including lawn maintenance) for the Karl Junginger Memorial Library, Waterloo High School Tennis Court area, VFW display area in downtown Waterloo, and the Waterloo Trailhead Facility will be paid for by the Karl Junginer Foundation, until further notice.

RESOLVED that the investment portfolio be moved from US Bank to Poehling Capital Management.

Dated this 28th day of July, 2020, at Waterloo, in the County of Jefferson, and State of Wisconsin.



Tim Jonas, Director



Kevin Zastrow, Director



Lee Fiedorowicz, Director



136 North Monroe Street
Waterloo, WI 53594-1198
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RESOLUTION #2020-30

Updating The Exemption Of Certain Sidewalks From Snow/Ice Clearing Requirements

WHEREAS, the Public Works & Property Committee as reviewed and updated 2018 exemptions and is recommending to the City Council exempting certain sidewalks from snow and ice clearing as required by §324-6 of the municipal code, with said sidewalk defined as segments on the accompanying map renderings (marked in orange) and listed as follows:

- Bluegrass Trail at Goehl Road
- Derby at Lexington Way
- Daniel Drive at McKay Way
- Gene Drive at McKay Way
- Julia Drive at McKay Way
- Streator Lane at Bradford
- South side of West Madison Street from Van Buren Street to rail bridge
- Parcel #290-0813-0644-085 Outlot 1, CSM 5708-32-127, running along the Maunesha River, adjacent to 333 West Madison Street

THEREFORE, BE IT RESOLVED, that the City Council reaffirms the Committee recommendation designating the sidewalk areas defined above as exempt from snow and ice clearing as required by §324-6 of the municipal code.

PASSED AND ADOPTED this ____ day of _____, 2020.

City of Waterloo

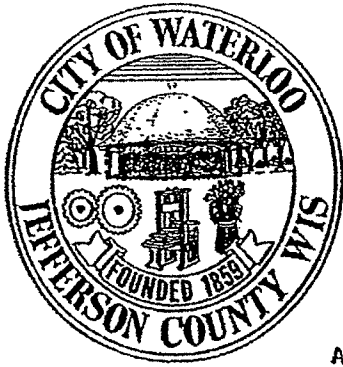
Signed: _____
Jenifer Quimby
Mayor

Attest:

Mo Hansen
City Clerk/Treasurer

Fiscal Note: none.





136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone (920) 478-3025
Fax (920) 478-2021

APPLICATION FOR CONDITIONAL USE PERMIT

(Review and Action by City Plan Commission/Common Council)

Number: 2020-03 Date Filed: 6/25/2020 Fee Paid: 285⁰⁰

Location of Property: 612 JEFFERSON ST.

Applicant: LARRY WALDO

Address: 612 JEFFERSON, WATERLOO Telephone: 920-253-8147

Owner of Property: SAME

Address: _____ Telephone: _____

Contractor: WATERLOO BUILDING CTR - TOM HOTMAR

Address: 151 W MADISON, WATERLOO Telephone: 920-478-2457

Architect or Professional Engineer: _____

Address: _____ Telephone: _____

Legal Description of Property: LOT 2 CSM 4230

Land Parcel Size: 2.115 A. Present Use: RESIDENCE Zoning District: _____

Type of Existing Structure (if any): -

Proposed Use of the Structure or Site: STORAGE Number of Employees: _____

TERMS OF MUNICIPAL CODE

CONDITIONAL USE REQUESTED

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

BUILDING EXCEEDS 12X12 EXISTING LIMIT

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: JUNE 25, 2020

Larry Waldo
Signature of Applicant

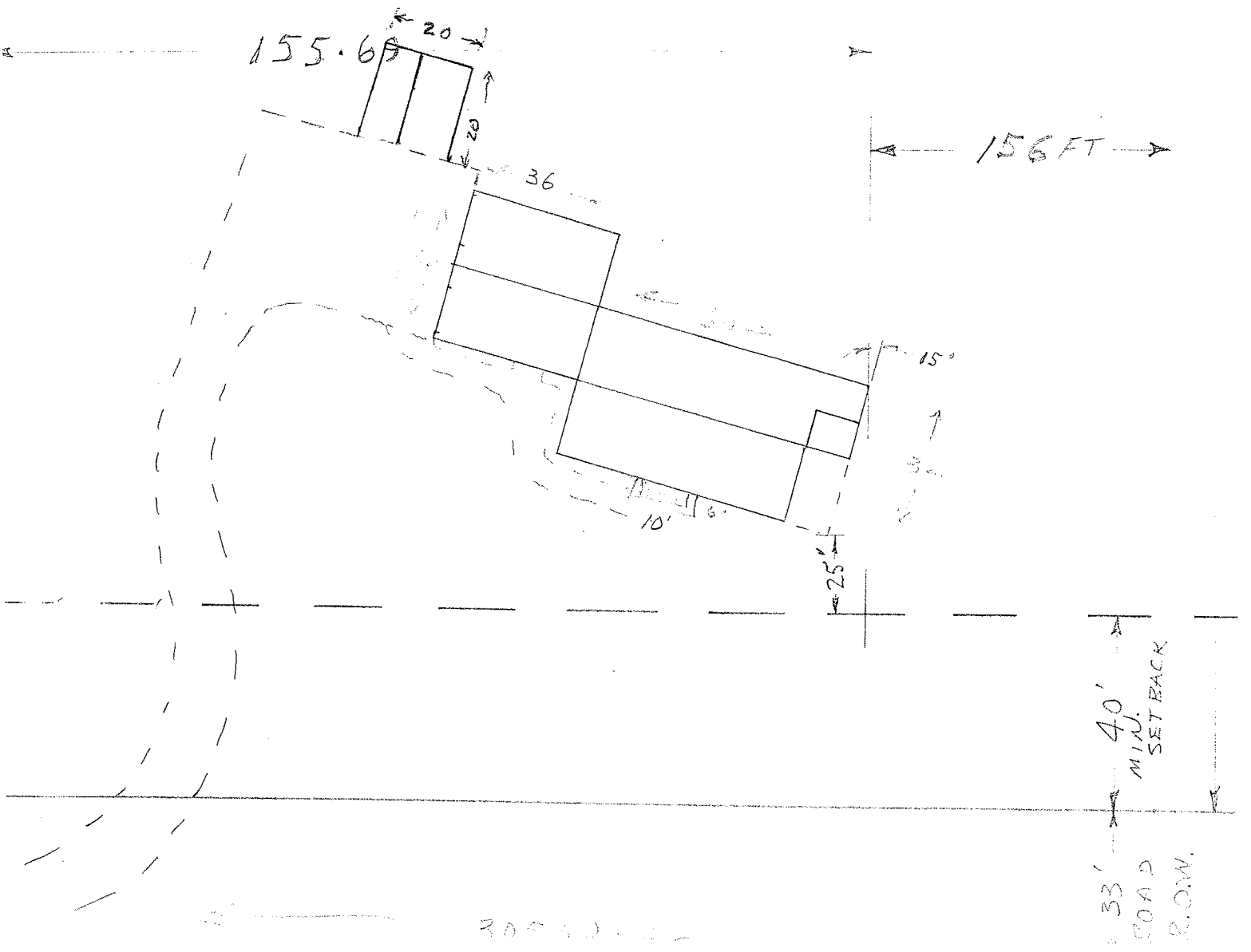


ADAMS ST

333.98'

-69'- +/-

305.69'



305.69'

40'
MIN.
SETBACK

33'
ROAD
R.O.W.

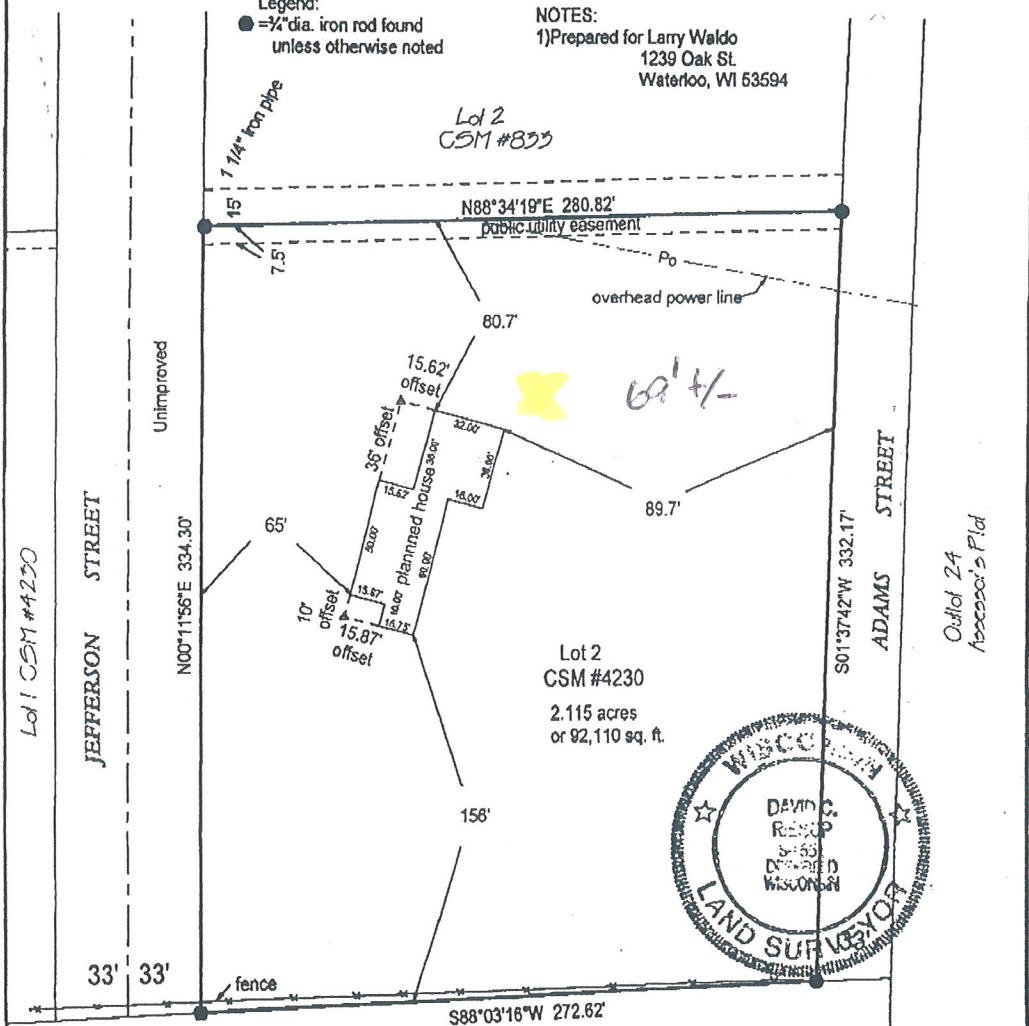
608-688-0997 SAFEbuilt.	WI UNIFORM PERMIT APPLICATION madisoninspections@safebuilt.com <i>Inspections need to be called in by 4 pm for next business day inspections.</i>	PERMIT NO. _____ TAX KEY# _____																					
ISSUING MUNICIPALITY	<input type="checkbox"/> TOWN <input type="checkbox"/> VILLAGE <input checked="" type="checkbox"/> CITY OF <u>Waterloo</u> COUNTY: <u>Jefferson</u>	PROJECT LOCATION (Building Address) 612 Jefferson St.																					
		PROJECT DESCRIPTION <input type="checkbox"/> COMMERCIAL <input checked="" type="checkbox"/> ONE & TWO FAMILY																					
Owner's Name: <u>Larry Waldo</u> Mailing Address - Include City & Zip: <u>612 Jefferson St., Waterloo, WI 53594</u> Telephone - Include Area Code: <u>920-253-8147</u>																							
Construction Contractor (DC Lic No.): <u>Waterloo Building Center</u> Mailing Address - Include City & Zip: <u>151 W. Madison St., Waterloo, WI 53594</u> Telephone - Include Area Code: <u>920-478-2457</u>																							
Dwelling Contractor Qualifier (DCQ Lic No.): _____ Dwelling Contractor Qualifier shall be an owner, CEO, COB, or employee of Dwelling Contractor Telephone - Include Area Code: _____																							
Plumbing Contractor (Lic No.): _____ Mailing Address - Include City & Zip: _____ Telephone - Include Area Code: _____																							
Electrical Contractor (Lic No.): _____ Mailing Address - Include City & Zip: _____ Telephone - Include Area Code: _____																							
HVAC Contractor (Lic No.): _____ Mailing Address - Include City & Zip: _____ Telephone - Include Area Code: _____																							
PROJECT INFORMATION		Subdivision Name _____ Lot No. <u>2</u> Block No. _____																					
Zoning District _____ Lot Area <u>92110</u> Sq. Ft.	N.S.E.W. Setbacks Front <u>65</u> Ft. Rear <u>69.7</u> Ft.	Left <u>80.7</u> Ft. Right <u>158</u> Ft.																					
1a. PROJECT <input checked="" type="checkbox"/> New <input type="checkbox"/> Addition <input type="checkbox"/> Raze <input type="checkbox"/> Alteration <input type="checkbox"/> Repair <input type="checkbox"/> Move <input checked="" type="checkbox"/> Other <u>garage</u>	3. TYPE <input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Two Family <input type="checkbox"/> Multi <input type="checkbox"/> Commercial	6. STORIES <input checked="" type="checkbox"/> 1-Story <input type="checkbox"/> 2-Story <input type="checkbox"/> Other _____																					
1b. GARAGE <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Detached	4. CONST. TYPE <input checked="" type="checkbox"/> Site Constructed <input type="checkbox"/> Mfd. UDC <input type="checkbox"/> Mfd. HUD	9. HVAC EQUIPMENT <input type="checkbox"/> Forced Air Furnace <input type="checkbox"/> Radiant Baseboard or Panel <input type="checkbox"/> Heat Pump <input type="checkbox"/> Boiler <input type="checkbox"/> Central Air Conditioning <input type="checkbox"/> Other <u>N/A</u>																					
2. AREA Basement _____ Sq. Ft. Living Area _____ Sq. Ft. Garage _____ Sq. Ft. Other <u>400</u> Sq. Ft. TOTAL _____	5. ELECTRICAL Entrance Panel Size: <u>N/A</u> amp Service: ___ New ___ Rewire _____ Phase _____ Volts <input type="checkbox"/> Underground <input type="checkbox"/> Overhead Power Company: _____	7. FOUNDATION <input type="checkbox"/> Concrete <input type="checkbox"/> Masonry <input type="checkbox"/> Treated Wood <input type="checkbox"/> ICF <input checked="" type="checkbox"/> Other <u>slab</u>																					
		10. PLUMBING Sewer <input type="checkbox"/> Municipal <u>N/A</u> <input type="checkbox"/> Septic No. _____																					
		11. WATER <input type="checkbox"/> Municipal Utility <input type="checkbox"/> Private On-Site Well																					
		12. ENERGY SOURCE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Fuel</th> <th>Nat. Gas</th> <th>L.P.</th> <th>Oil</th> <th>Elec. *</th> <th>Solid</th> <th>Solar</th> </tr> <tr> <td>Space Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Water Htg</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> * <input type="checkbox"/> Dwelling unit will have 3 kilowatt or more installed electric space heater equipment capacity.	Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar	Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fuel	Nat. Gas	L.P.	Oil	Elec. *	Solid	Solar																	
Space Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
Water Htg	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	
		13. HEAT LOSS (Calculated) Total <u>N/A</u> BTU/HR																					
		14. ESTIMATED COST \$ _____																					
I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the Notice to Permit Applicants form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the Notice to Permit Applicants form. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.																							
<input checked="" type="checkbox"/> I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the cautionary statement regarding contractor responsibility on the Notice to Permit Applicants form.																							
APPLICANT (PRINT): <u>LARRY WALDO</u> SIGN: <u>Larry Waldo</u> DATE: <u>6-25-20</u>																							
APPROVAL CONDITIONS This permit is issued pursuant to the attached conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. Owner/Builder solely responsible for compliance with all applicable State & Local Building and Zoning codes.																							
INSPECTIONS NEEDED Building <input type="checkbox"/> Footing <input type="checkbox"/> Foundation <input type="checkbox"/> Rough <input type="checkbox"/> Insulation <input type="checkbox"/> Bsmt. Fl. <input type="checkbox"/> Final Electric <input type="checkbox"/> Rough <input type="checkbox"/> Service <input type="checkbox"/> Final Plumbing <input type="checkbox"/> Rough <input type="checkbox"/> Underfloor <input type="checkbox"/> Final HVAC <input type="checkbox"/> Rough <input type="checkbox"/> Final																							
FEES: Building Fee _____ Zoning Fee _____ WI Seal _____ Electric Fee _____ Plumbing Fee _____ HVAC Fee _____ Adm. Fee _____ Other _____ Total _____ \$ 0.00	PERMIT(S) ISSUED Bldg. # At top of form _____ Zoning # _____ Elec. # _____ Plmb. # _____ HVAC # _____	SEAL NO. _____ Municipality No. _____																					
		RECEIPT CK # _____ Amount \$ _____ Date _____ From _____ Rec By. _____																					
		PERMIT EXPIRATION: Permit expires two years from date issued unless municipal ordinance is more restrictive.																					
		PERMIT ISSUED BY MUNICIPAL AGENT: Name _____ Date _____ Certification No. _____																					

Plat of Survey

Lot 2, Jefferson County Certified Survey Map number 4230, being further located in part of the SW 1/4 of the NW 1/4 of Section 8, T.8N., R.13E., City of Waterloo, Jefferson County, Wisconsin

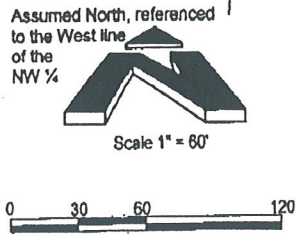
Legend:
● = 1/4" dia. iron rod found unless otherwise noted

NOTES:
1) Prepared for Larry Waldo
1239 Oak St
Waterloo, WI 53594



Surveyors Certificate
I hereby certify that I have surveyed and mapped the property as described hereon, and that such map is a correct representation of said survey, to the best of my knowledge and belief.

David C. Riesop 4/13/04
David C. Riesop S-1551



Wisconsin Mapping
surveying and mapping services
306 West Quarry Street, Deerfield, Wisconsin 53531
(608) 764-5602

Dwg. No. 2958-04 Date 04/12/2004
Sheet 1 of 1

1/4" = 1 FT

2x4 WOOD FRAME 24" O.C. WALLS
WOOD TRUSS ROOF

20 FT

3 FT WALK-IN →

19 FT

max 15' height

15'

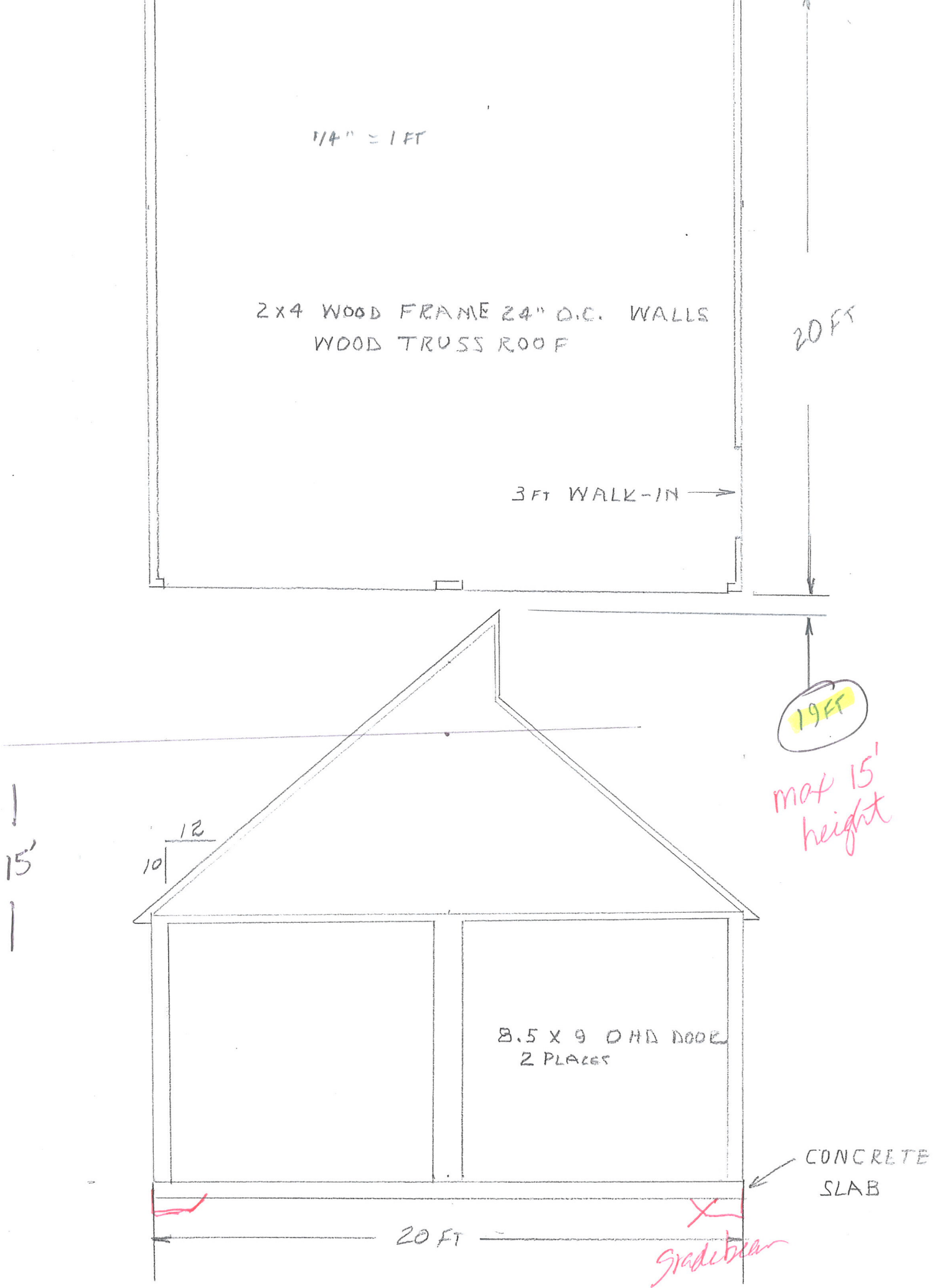
12
10

8.5 X 9 OHD DOOR
2 PLACES

CONCRETE
SLAB

20 FT

Grade beam

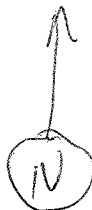


JEFFERSON

PELLEY RATCLIFF
464 JEFFERSON
920-478-2988

PESCHEL

DRIVEWAY



~~DAN~~
JIM HEIDEMAN
380 PESCHEL
920-478-2757

MIKE REEDY
410 PESCHEL
920-478-3735

DAN HEDGES
615 JEFFERSON

LARRY WALDO
612 JEFFERSON



136 North Monroe Street
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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 PARKS DEPARTMENT

STATUS: (circle one) unincorporated incorporated individual other GOVERNMENT

CONTACT NAME: GABE HARBCKOW

PHONE NUMBER: (920) 478-3025 / (920) 988-6297 /
DAYTIME EVENING FAX

EMAIL ADDRESS: parks@waterloowi.us

NAME OF EVENT: WIENCE 3, KRAUT DAY

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

PURPOSE OF EVENT: CELEBRATE WATERLOO HERITAGE

DATE OF EVENT: SEPTEMBER 12, 2020

EVENT HOURS: 8 AM - 5 PM SET UP HOURS 7 AM - 8 AM BREAKDOWN 5 PM - 6 PM

DESCRIPTION OF EVENT: VENDOR MARKET, BANDS @ VETERANS PARK ? ~~PARADE~~

SITE/ADDRESS FOR EVENT (list if multiple locations) VETERANS PARK @ 113 MADISON ST, DOWNTOWN WATERLOO AREA

PROJECTED ATTENDANCE: 5,000 PAST ATTENDANCE: N.A.

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: 10-15

RAIN POLICY: CANCELLED

DATE APPLICATION MADE JULY 30, 2020

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 SEP. 1 2020 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.

*136 N. Monroe - 123 S. Monroe
DOWNTOWN PARKING LANE
123 E. MADISON - 151 W. MADISON*

PERMITTED USE OF PUBLIC PROPERTY:

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at 123 E. MADISON - 151 W. MADISON 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 SEPT. 12 through SEPT. 12 2020. 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:

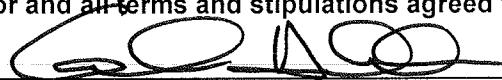
I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we 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:**

GABE HABECKOW

Name (please print)

PAERS COORDINATOR

Signatory Title (if applicable)



Signature

8/3/2020

Date

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: 8/3/2020 Received by: M-D.

Clerk's Office to complete the section below:

Cc:

<input checked="" type="checkbox"/> Police Department	_____ Council Approval _____
<input checked="" type="checkbox"/> Fire Department	_____ Date _____
<input checked="" type="checkbox"/> Public Works	_____ Certificate of Insurance _____
<input checked="" type="checkbox"/> Waterloo Utilities	

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: _____ Date Paid: _____

Received by: _____

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: WIENER ? KRAT DAY

DATE (S) OF EVENT: SEPT. 12, 2020 HOURS: 8:00 AM - 5:00 PM

LOCATION/PROPERTY: DOWNTOWN WATERLOO

SAFETY PROCEDURES:

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

If yes, list security company name. ENDREX ; ENDR SECURITY ? LEGAL PROCESS

Where will security be needed? END OF EACH CORRIDOR

What times will security be needed? 8:00 AM - 5:00 PM

Will WPD officers be required? YES NO

Municipal estimation of cost: 0 WPD Personnel @ \$ 0 /hour = \$ 0

2) What are your plans for medical assistance? NONE

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: GABE HABERMAN phone # (920) 988-6297

2) What time will set up begin: 7 AM

3) Name of clean up contact person: GABE HABERMAN Cell Phone# (920) 988-6297

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

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: \$25.00

Concessionaire: \$20.00

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? _____

PARKS BUDGET

(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:

THE MANIA

JEFF McMULLEN

SOGGY PRAIRIE

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

VENDOR MARKET

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

Purpose of barricades: SECURE AREAS ON PARKING LOT

Location of placement: _____ Amount needed 8

Date barricades needed Sept. 12 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 8

Where do you want them placed? _____

Name of disposal company if other than the City: _____

Where will dumpster be place: Fitzner's Park

8) Will water connection be needed?

YES

NO

Location _____ Amount _____

Date _____ Time _____

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

SELECT PAGES

**TAX INCREMENTAL FINANCING
DEVELOPER'S PERFORMANCE AGREEMENT
BETWEEN
CITY OF WATERLOO
AND
LANG GROUP, LLC**

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TAX INCREMENTAL FINANCING
DEVELOPER'S PERFORMANCE AGREEMENT

This Agreement entered into this 10th day of December, 2013, by and between the City of Waterloo, a Wisconsin municipal corporation (the "City"), having offices located at 136 N. Monroe Street, Waterloo, Wisconsin 53594-1198; and Lang Group LLC, a Wisconsin limited liability corporation (the "Developer"), having offices located at 132 W. Oak Street, Lake Mills, Wisconsin 53551.

WITNESSETH:

WHEREAS, Wis. Stats. §66.1105 provides the authority and establishes procedures by which the City may undertake development projects within blighted areas of the City and finance such projects through the use of tax incremental financing; and

WHEREAS, on July 21, 2011, the Common Council of the City of Waterloo adopted a Resolution creating Tax Incremental District No. 2 (the "District") in the City of Waterloo; and

WHEREAS, on July 21, 2011, the Common Council of the City adopted "TID No 2 Project Plan" (herein the "Project Plan"), which described a number of proposed projects for the development of said District; and

WHEREAS, Wis. Stat. §66.1331 and §66.1337 empower cities to assist development projects by lending or contributing funds and performing other actions of a character which the City is authorized to perform for other purposes; and

WHEREAS, Wis. Stat. §66.1105 authorizes the City to incur project costs in the discretion of its Common Council, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans; and

WHEREAS, the City believes that the development more fully described in this Agreement and in the Project Plan so approved, will promote the revitalization and economic stability of the City.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I
RECITALS & PRIOR AGREEMENTS

Section 1.1 Incorporation. The recitals hereto are hereby incorporated by reference.

Section 1.2 Prior Agreements. The City and the Lang Group, LLC have previously entered into the following described agreements:

(a) Option to Purchase dated May 1, 2013, and accepted on May 22, 2013 (the "Option") relating to the acquisition of the Parcel and all improvements located thereon;

(b) Letter of Intent dated March 12, 2013, and accepted on April 5, 2013 (the "LOI"), relating to the development of the Project; and

(c) Pre-Development Agreement dated June 15, 2013 (the "Pre-Development Agreement") relating to the due diligence associated with the Project, preliminary development matters, and financial assistance for the Developer.

The Option, the LOI and the Pre-Development Agreement are sometimes hereinafter collectively referred to as the "Prior Agreements." The Prior Agreements have all been absolutely assigned by the Lang Group, LLC to the Developer herein; and the City does hereby give its consent to such assignment.

Section 1.3 Nature of this Agreement. This instrument is intended to supplement the Prior Agreements. Accordingly, in the event of any conflict between the terms and provisions of this instrument and the Prior Agreements (or any one of them), the provisions of this instrument shall control.

ARTICLE II DEFINITIONS

Section 2.1 Definitions. The following terms as used herein shall have the following meanings:

(a) "2013 Real Estate Taxes" means the net real estate taxes paid by the City for the calendar year 2013 (receipted in 2014) for the Parcel. The 2013 Real Estate Taxes, together with interest thereon at the same rate as the "State Loan" (as defined in (j) below) shall be amortized over ten years, with payment beginning with Revenue Year 2016.

(b) "Acquisition Cost" means the purchase price paid by the Developer in order to acquire the Parcel.

(c) "Annual Debt Service" means the annual payments of principal and interest on Debt.

(d) "Base Value" means the Parcel Value as of January 1, 2014.

(e) "Cash Contribution" means the sum of \$100,000, advanced by the City pursuant to Section 3.2(d) below.

(f) "City" means the City of Waterloo, a municipal corporation.

(g) "City Administrative Expenses" shall mean the reasonable administrative costs of the City incurred regarding administering this Agreement on behalf of the City, and includes but is not limited to reasonable attorneys' fees, accountant fees, financial advisor fees and engineering fees, plus the cost of time of City personnel in performing work associated with this Agreement and the Project. The cost of time of City personnel shall be at the applicable hourly wage rate multiplied by a factor of 1.35. Following the calendar year within which Final Completion of the Project occurs, City Administrative Expenses (provided the Developer is not in default under this Agreement) shall not exceed one percent (1%) of TIF Revenues in any Revenue Year, except as otherwise

provided for herein. City Administrative Expenses for the period 2013 through the calendar year within which Final Completion of the Project occurs, together with interest thereon at the same rate as interest on the Debt, shall be amortized over ten years, beginning with Revenue Year 2016.

(h) "City Guarantee" means the limited guarantee given by the City for the benefit of the Developer as provided for in Section 7.3 below.

(i) "City Payments" means the payments to the City as set forth in the Financial Schedule sufficient in amount to pay (i) Annual Debt Service; and (ii) annual City Administrative Expenses which have not been amortized pursuant to Section 2.1(g) above.

(j) "Debt" means the total of (i) that portion of City Administrative Expenses that is to be amortized pursuant to Section 2.1(g); (ii) the amount of principal and interest paid by the City in connection with a borrowing from the State of Wisconsin in the sum of \$100,000 (the "State Loan"), to fund payment of the Cash Contribution; (iii) that portion of the 2013 Real Estate Taxes that is required to be amortized pursuant to Section 2.1(a); (iv) interest on funds advanced by the City to pay the Debt on the State Loan to account for the difference between the dates payments on the borrowing from the State of Wisconsin are due and the date on which Developer is required to first pay Guaranteed TIF Revenue; and (v) funds advanced by the City under the City Guarantee, together with interest thereon as provided for in Section 7.3 below. In the event the State imposes any additional interest or penalties as a result of any failure to pay the Debt, which payment failure is due to the Developer's failure to make payment of the Developer Subsidy as hereinafter provided, then Debt also includes such additional interest and penalties.

(k) "Developer" means the Lang Group, LLC, a Wisconsin limited liability company.

(l) "Developer Incentives" means the total of the Cash Contribution, the Land Contribution and amounts advanced pursuant to the City Guarantee.

(m) "Developer Obligations" means Developer's acquisition of the Parcel, construction of the Project, the implementation of the Employment Plan, and payment of the Developer Subsidy.

(n) "Developer Subsidy" shall have the meaning set forth in Section 4.3 of this Agreement.

(o) "District" means Tax Incremental District No. 2 in the City.

(p) "Facility" also means "Project."

(q) "Final Completion" means the date (i) on which the Project has been completed in accordance with the plans and specifications approved by the City, except for minor punchlist items, and (ii) an occupancy permit for the Facility has been issued therefor. Final Completion shall occur no later than December 31, 2014 subject to extensions granted by the City, which extensions shall not be unreasonably withheld or

delayed. The City may condition any such extension upon revisions to Exhibit B that are necessitated because of the delay in Final Completion.

(r) "Financial Schedule" means that schedule attached hereto as Exhibit B and made a part hereof. The Financial Schedule sets forth Revenue Years for the District; anticipated Guaranteed TIF Revenues for each such year; and the City Payments for each such year. The Financial Schedule serves as a pro-forma of the anticipated TIF Revenues generated by the Parcel following completion of the Project. The Parties recognize that the actual Parcel Value in any year is dependent upon the assessment thereof by the City Assessor; and that such assessment may be different from that set forth in the Financial Schedule.

(s) "Guaranteed TIF Revenue" means, for Revenue Year 2016 through Revenue Year 2023, the stated sum of \$42,229 for each such Revenue Year. The Guaranteed TIF Revenue is intended to pay in full the Annual Debt Service and the City Administrative Expenses for each such Revenue Year, plus additional cash for reserve purposes. After Revenue Year 2023, TIF Revenue is no longer "Guaranteed TIF Revenue," unless the City is obligated to make payments under the City Guarantee.

(t) "Land Contribution" means \$130,600, which the Parties agree is the value of the Parcel as of this date.

(u) "Parcel" refers to the real estate described in Exhibit C hereto, having a street address of 575 W. Madison Street, Waterloo, Wisconsin.

(v) "Parcel Value" means the Equalized Value of the Parcel and all tangible personal property located thereon, determined in accordance with the requirements of Section 70.57, Wis. Stats. Because the Parcel will be owned by the City on January 1, 2014, and because the Parcel shall not be included within the District until after October 1, 2013, the Base Value attributable to the Parcel is intended to be, as of January 1, 2014, zero dollars (\$0.00), and, effective on January 1 of the first calendar year following the Parcel's conveyance to the Developer, its fair market value. The Parties recognize that the Wisconsin Department of Revenue must agree to the aforesaid Base Value of the Parcel as of January 1, 2014. If the Base Value of the Parcel is established at a dollar figure in excess of zero dollars, then the Guaranteed TIF Revenue shall increase in amount to include all real estate taxes paid in any Revenue Year that are required to be collected by the City and paid over to other taxing authorities in the Revenue Year in question.

(w) "Party" or "Parties" means the City, the Developer, or either or both of them.

(x) "Project" means the reconstruction, alterations and/or improvements to the structures located on the Parcel which will comprise the Facility, together with certain associated improvements as more particularly described on Exhibit A, attached hereto and incorporated herein by reference.

(y) "Revenue Year" means any calendar year in which the City is reasonably expected to receive the TIF Revenue for such calendar year by reason of the actual payment of real estate taxes. By way of example, 2013 is the Revenue Year for the 2012 Tax Year based on the Parcel Value as of January 1, 2012.

(z) "Tax Year" means each calendar year for which real and personal property taxes are levied.

(aa) "TIF Value Increment" means, as of January 1 of any calendar year occurring during the term of this Agreement, the excess of the Parcel Value over the Base Value of the Parcel.

(bb) "TIF Revenue" means the real estate and personal property taxes levied, assessed and collected against the TIF Value Increment attributable to the Parcel and Project, plus any payments made to the City by Developer under Section 4.3. It does not include any revenues of the District other than those attributable to the Parcel and Project.

(cc) "Total TIF Revenue" means all revenues of the District.

ARTICLE III THE DEVELOPMENT PROJECT

Section 3.1 Objective. The purpose and objective of this Agreement is to provide for the alteration, modification, occupation and use of the Facility on the Parcel, which uses are consistent with the approved Project Plan. By this Agreement, the Parties mutually intend to accomplish the following objectives:

(a) Allow the Developer to acquire the Parcel.

(b) Allow the City to finance a portion of the Developer's acquisition of the Parcel and construction of the Facility on the Parcel.

(c) Provide for the addition of the Parcel to the District on or before December 31, 2013.

(d) Expand the Developer's employment opportunities within the City and at the Facility.

(e) Provide the City with sufficient TIF Revenues that will allow it to recover the Debt and City Administrative Expenses.

Section 3.2 Role of City. Subject to the terms of this Agreement, the City agrees to:

(a) Acquisition of Parcel. The City has previously acquired fee simple title to the Parcel.

(b) Addition to District and Extension of Term of District. The Parcel is not currently located within the District. Accordingly, the City shall request its Plan Commission to (i) amend the Project Plan to include the Facility and to add the Parcel to the District, and (ii) extend the life of the District by an additional three years. Such request shall be made on or before October 1, 2013. If the amendment to the Project Plan, the addition of the Parcel to the District and the extension of the life of the District by an additional three years have not occurred by December 31, 2013 (the "Notice Date"), then this Agreement shall, at either Party's option, to be exercised by written notice to the other Party, terminate and be of no further force and effect; and neither

Party shall have any further obligations to the other, except as otherwise provided for herein. Such option shall be exercised within 30 days following the Notice Date; and the failure to do so shall result in a forfeiture thereof. The amendment to the Project Plan, the expansion of the District to include the Parcel, and the extension of the life of the District shall occur in accordance with the provisions of Section 66.1105 (4)(h) et seq. and Section 66.1105(4) and Section 66.1105(7)(am)3, Wis. Stats.

(c) Conveyance of Parcel; River Walk Easement. Following exercise of the Option, but no earlier than January 2, 2014, the City shall convey fee simple title to the Parcel to the Developer, free and clear of all liens and encumbrances, and subject to easements of record and the easement described below. The Parcel shall be conveyed by the City to the Developer by quit claim deed, and for a purchase price of \$10.00. In connection with the conveyance, the City shall reserve unto itself an easement for open space, public park, bridge and riverwalk purposes over a portion of the Parcel that immediately abuts the Maunasha River. Attached hereto and marked as Exhibit D is a drawing showing the general location of such easement. Such easement shall be in such form and content as the City may reasonably require, but shall require that the Developer shall bear no costs of improving, maintaining, or operating the easement or any public fixtures or equipment located thereon. The City shall provide to the Developer, a commitment for title insurance, in the amount of the Land Contribution, insuring that fee simple title to the Parcel shall be vested in the Developer. The closing of the conveyance of the Parcel (the "Closing") shall be at the offices of a title company acceptable to the City on or before December 31, 2014 (the "Closing Date"). The Parcel shall be conveyed in an "as is, where is" condition, without warranty (except as to fee simple title) or representation. Without intending to limit the generality of the foregoing, the City makes no warranty or representation as to any environmental matter associated with the Parcel or the structures located thereon. The City shall make available to the Developer any and all environmental studies or reports that may be in its possession relating to the Parcel. By the Closing, the Developer shall have had the opportunity to thoroughly inspect the Parcel, know the condition thereof, and shall therefore assume all environmental liabilities or obligations associated therewith. The Developer does hereby exercise the Option; and the Closing of the purchase of the Parcel shall occur as provided for in the Option, except as expressly modified by the terms of this Agreement. Prior to the Closing, the City may, in its sole discretion, cause the survey provided for in Article III of the Pre-Development Agreement to be completed; and such survey shall be used for purposes of the easement described therein.

(d) Cash Contribution. The City has previously advanced for the benefit of the Developer in cash or other good funds the stipulated sum of \$100,000 (the "Cash Contribution"), pursuant to the Pre-Development Agreement for the uses specified therein.

Section 3.3 Term of District. The City agrees to take no action to shorten the term of the District, unless otherwise required by applicable Wisconsin law.

Section 3.4 Project Plan. The Parties hereto agree that fulfillment of their respective obligations hereunder fulfills and meets the goals, objectives and the requirements as set forth in the Project Plan.

ARTICLE IV
OBLIGATIONS OF DEVELOPER

Section 4.1 Implementation of Developer's Obligations. The Developer shall reasonably and promptly proceed to:

(a) Acquisition of Parcel. The Developer shall take all reasonable and prompt actions to acquire fee simple title to the Parcel as provided for in Section 3.2(c) above.

(b) Completion of Project. Contingent on the Closing occurring, the Developer shall promptly and reasonably proceed to commence implementation of the Project, subject to obtaining the requisite approvals described below. In that regard, the Developer shall retain such architects and contractor(s) as may be required to achieve Final Completion of the Project, subject to any force majeure provisions contained herein or in the agreement(s) with the contractor(s).

(c) Time. Time is of the essence as to the performance of all of the Developer's Obligations. Construction of the Project shall commence as soon as is reasonably practicable after obtaining all requisite approvals thereof from all governmental authorities having appropriate jurisdiction thereof.

(d) Costs. Contingent on the Closing occurring, the Developer shall construct the Project. All costs and expenses of the construction in excess of the Cash Contribution shall be provided solely by Developer. Developer shall apply the Cash Contribution to payment of the specified costs and expenses as provided for in the Pre-Development Agreement. During the term of this Agreement, the Developer shall reasonably repair and maintain the Facility and all taxable personal property therein. Developer shall not take any action or omit to take any action that will result in a substantial diminution of the Parcel Value once construction of the Project is completed.

(e) Project Approvals. In connection with the construction of the Project, the Developer shall prepare as soon as reasonably practicable (if not done so already), any reports, plans or documents required to be submitted under applicable City Ordinances or Wisconsin Statutes or Wisconsin Administrative Code provisions, which may include detailed plans and specifications for the Project and preliminary and final site plans therefor. Within ninety (90) days following the date of this Agreement, the City shall provide to the Developer a list of all permits, consents or other approvals of the Project that are required by City governmental authorities having jurisdiction thereof. The Developer shall promptly submit applications for all such approvals to all such authorities. To the extent any such approvals are required of the City or any commission or subunit thereof, the City agrees to process such applications with expeditious dispatch. If, despite using diligent efforts, the Developer is unable to obtain all of the permits for the Project necessary to complete construction, Developer may, at its option, by delivery of written notice to the City prior to Closing, terminate this Agreement, in which case this Agreement shall immediately terminate and be of no further force and effect; and none of the Parties shall have any further obligations to the other Parties. Such option shall be exercised within 30 days following the date that Developer is able to obtain the last required permit/authorization.

(f) Project Coordinator. The Developer hereby appoints TAF (Craig T. Ellsworth) (the "Project Coordinator") to act on its behalf in terms of submitting all

requisite applications for approval, in administering the construction of the Project on its behalf, and for administering this Agreement on its behalf. The Developer may revoke such appointment at any time and for any reason upon written notice to the City.

(g) Employment Expansion. Upon Final Completion of construction of the Facility and all Projects, the Developer shall implement the plan of employment at the Facility, as more particularly described on Exhibit F attached hereto and incorporated herein (the "Employment Plan").

Section 4.2 City Coordinator. The City hereby appoints Mo Hansen, Clerk-Treasurer (the "City Coordinator") to act on its behalf in terms of construction matters associated with the construction of the Project. The City may revoke such appointment at any time and for any reason upon written notice to the City Coordinator and the Developer.

Section 4.3 Guarantee of TIF Revenue and Payment of Developer Subsidy. Contingent on the Closing occurring, for the each Revenue Year beginning with Revenue Year 2016, the Developer guarantees that the Tax Increment generated by the Parcel during such Revenue Year shall equal or exceed the Guaranteed TIF Revenue for such Revenue Year. If, as of September 30 of any such Revenue Year, the City has received less than the Guaranteed TIF Revenue for such Revenue Year, then the Developer shall pay to the City, within fifteen (15) days of the City's demand therefor, an amount equal to the difference between the Guaranteed TIF Revenue for such Revenue Year and the actual amount of TIF Revenue received by the City in such Revenue Year (the "Developer Subsidy"). If the City is required to make payment under the City Guarantee prior to its stated termination date, the Guaranteed TIF Revenues shall continue for so long as the City has the obligation to make payments under the City Guarantee; notwithstanding any contrary provisions in Section 2.1(s) above. If the Closing does not occur, Developer shall have no obligations under this Section 4.3. Any Developer Subsidy not so paid when due shall bear interest at the rate of 18.0% per annum from due date until paid.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(a) The City has the requisite power and authority and legal right to enter into this Agreement and to perform the transactions contemplated hereby.

(b) The individuals executing this Agreement on behalf of the City are duly empowered and authorized to execute this Agreement on behalf of the City and to deliver the same. Once this Agreement has been duly executed and delivered by all parties hereto, it will constitute a binding obligation on behalf of the City subject to the terms and provisions hereof, except as may be limited by bankruptcy, insolvency and other similar laws of general application affecting the enforcement of creditors' rights.

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein will not result in the breach of any term, provision or condition of any agreement, written or otherwise, affecting the City by which Article IV is based.

RESOLUTION #2015-21

**Authorizing a Revised Subordination Agreement between the City of Waterloo and Rediscovered LLC,
575 West Madison Street**

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

WHEREAS, Rediscovered LLC at 575 West Madison Street seeks to change financial institutions modifying its private loan arrangement with a new bank increase a loan from \$400,000 at the prior bank to \$750,000 at the new bank, and;

WHEREAS, the City of Waterloo has currently agreed to provide a municipal loan guarantee of \$400,000 as part of an incentive package for Rediscovered LLC to modify, remodel and upgrade the property at 575 West Madison Street, said loan guarantee subordinated in that the bank is in a primary position for the first \$400,000 and the City in a second position in a default situation, and;

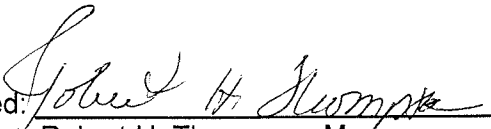
WHEREAS, the Rediscovered LLC and the First Business Bank are requesting that with the revised loan, municipal loan guarantee of \$400,000 be subordinated to follow after the \$750,000 in loan proceeds provided by First Business Bank as the project's new lender, and;

WHEREAS, the City Attorney has said the draft subordination agreement is acceptable as to form.


BE IT RESOLVED that the Common Council authorizes a revised subordination agreement as part of a developer incentive package as presented in draft form on this night and directs the City Attorney and Clerk/Treasurer review relevant documents prior to final execution.

PASSED AND ADOPTED this 17th day of September 2015.

City of Waterloo

Signed: 
Robert H. Thompson, Mayor

Attest:



Mo Hansen
Clerk/Treasurer

SPONSOR(S) – Clerk/Treasurer as requested by Rediscovered LLC

FISCAL NOTE – The original mechanism for the City to recoup dollars in a default scenario remains. The overall value of the property is the firewall in a negative scenario.

GUARANTY AGREEMENT

This Guaranty Agreement made effective on September 18, 2015, is from the City of Waterloo, a Wisconsin municipal corporation (the "Guarantor"), to and for the benefit of the First Business Bank (the "Benefitted Party").

WITNESSETH:

WHEREAS, pursuant to the Tax Incremental Financing Developer's Performance Agreement, dated as of December 10, 2013 (the "Development Agreement"), as amended from time to time, by and between the Guarantor and Lang Group, LLC ("Lang"), the Guarantor has agreed to issue a limited guaranty of certain obligations of Lang; and

WHEREAS, Rediscovered, LLC, a Wisconsin limited liability company ("Rediscovered") is affiliated with the Developer and was formed for the purposes of acquiring title to the Parcel described in the Development Agreement; and;

WHEREAS, by Amendment No. 1, dated February 20, 2014, the Development Agreement was amended to add Rediscovered as a party thereto; it being intended that Lang and Rediscovered collectively constitute the "Developer" for purposes of the Development Agreement; and

WHEREAS, Rediscovered has obtained a loan (Note Number 200) from the Benefitted Party, for the purposes described in the Development Agreement, which loan is to be secured by a lien on the Parcel (the "Financing"); and

WHEREAS, the Benefitted Party requires, as a condition of the Financing, that the Guarantor guaranty a portion of the obligation of the Borrower as provided for herein; and

WHEREAS, the Guarantor is willing to execute and deliver this Guaranty in order to induce the Benefitted Party to enter into the Financing with the Developer.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and to induce the Benefitted Party to enter into the aforesaid obligations, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Guarantor hereby agrees as follows for the benefit of the Benefitted Party, as follows:

1. Recitals. The recitals hereto are hereby incorporated by reference.
2. Definitions. All capitalized terms herein shall have the meaning set forth in the Development Agreement. In addition, the following additional terms are hereby defined:
 - (a) "Benefitted Party" means the person identified herein, together with its successors and assigns.
 - (b) "Developer" means collectively, Lang and Rediscovered.

- (c) "Development Agreement" means the Development Agreement, as amended.
 - (d) "Guaranteed Obligations" means the following obligations executed by Rediscovered, in favor of the Benefitted Party, and part of the Financing.
 - (1) Promissory Note dated September 18, 2015, in the face amount of \$750,000, and having a Maturity Date of September 18, 2016 including all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note;
 - (2) Mortgage, dated September 18, 2015, securing payment of the aforesaid Promissory Note and granting a lien on the Parcel.
 - (e) "Guaranty" means this Guaranty Agreement, as it may be amended, supplemented or otherwise modified in writing from time to time.
3. Interpretation. In the event any conflict or inconsistency between the terms and provisions of this Guaranty and the terms and provisions of the Development Agreement, the terms and provisions of the Development Agreement shall prevail.
4. Representations and Warranties. The Guarantor represents and warrants that:
- (a) The extension of credit evidenced by the Financing constitutes good, sufficient and valuable consideration for the assumption of the Guarantor of its obligations hereunder.
 - (b) The execution and delivery of this Guaranty, and the performance of the Guarantor of its obligations hereunder, are not in contravention of any existing law, rule or regulation of any governmental agency or authority, any order or decision of any court, or the terms of any agreement, restriction or undertaking to which the Guarantor is a Party or by which the Guarantor is bound, and does not require the approval of any other governmental body, agency or authority or any other person or entity. This Guaranty, when executed and delivered will constitute the valid and binding obligation of the Guarantor enforceable in accordance with its terms, except as may be limited by bankruptcy insolvency or similar laws and general application affecting the enforcement of creditor's rights and except to the extent that general principles of equity might affect the specific enforcement of this Guaranty.

5. Guaranty.

- (a) The Guarantor hereby irrevocably and unconditionally guarantees to the Benefitted Party the payment by Rediscovered of a portion of all Guaranteed Obligations, when the same shall become due, whether it is the date of maturity, by required prepayment, declaration, acceleration, demand or otherwise; subject, however, to the limitations set forth herein.
- (b) Notwithstanding the foregoing, the Guarantor's liability under this Guaranty shall be limited to the principal sum of \$750,000 together with initial interest thereon at the variable rate of Prime + 1.00%, exclusive of any delinquency rate of interest that may be applicable to the Guaranteed Obligations.
- (c) Guarantor hereby agrees in furtherance of the foregoing and not in limitation to any of the right which the Benefitted Party may have in law or equity against the Developer, that upon the failure of Rediscovered to pay any of the Guaranteed Obligations when and as the same shall become due, whether its date of maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Guarantor will, upon demand, pay, or cause to be paid, in cash or other good funds, to the Benefitted Party, the amounts required to be paid by it pursuant to Section 7.3 of the Development Agreement. Such payments shall continue for so long as the Developer is in default under the Guaranteed Obligations, but shall cease when the sum of \$400,000 with interest thereon at the aforesaid rate, shall have been paid.

6. Miscellaneous Provisions. The Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent, and unconditional; and shall not be effected by any circumstance which constitutes a legal or equitable discharge of the Guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, the Guarantor agrees as follows:

- (a) This is a Guaranty of payment, and not of collectability.
- (b) The Benefitted Party may enforce this Guaranty upon the occurrence of an event of default under any of the Guaranteed Obligations; provided, however, that the Benefitted Party gives to Guarantor simultaneous notice of default and there shall have expired any applicable cure period, without the Developer curing the same.
- (c) The obligation of the Guarantor hereunder is independent of the obligation of Rediscovered under any of the Guaranteed Obligations; and a separate

action or actions may be brought or prosecuted against the Guarantor, whether or not any action has been brought against Rediscovered.

- (d) Payment by the Guarantor of a portion but not all of the Guaranteed Obligations shall in no way limit, affect, modify or constitute a breach of the Guarantor's liabilities for any portion of the Guaranteed Obligations not paid, subject however, to the overall limitations contained herein.
- (e) The Benefitted Party may, upon such terms as it deems appropriate, without notice or demand and without affecting the validity and enforceability of this Guaranty, or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time, may (i) renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations, including any change in the rate of interest therein and including the extension of the expiration date of any Guaranteed Obligation; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations; (iii) request and accept other guaranties of the Guaranteed Obligations and take and hold security for the payment of this Guaranty or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, the Guarantor, any other guaranties of the Guaranteed Obligations or any other obligation of any person with respect to the Guaranteed Obligations; and (v) enforce and apply any security now or hereafter held by or for the benefit of any Benefitted Party in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Benefitted Party may have against any such security, in each case as the Benefitted Party in its discretion may determine consistent with any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of the Guarantor against the Developer or any security for the Guaranteed Obligations.
- (f) This Guaranty and the obligations of the Guarantor hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than payment in full of the Guaranteed Obligations), including the occurrence of any of the following, whether or not the Guarantor shall have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining,

by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Guaranteed Obligations or any security therefor; (iii) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (iv) the application of payments received from any source to the payment of indebtedness other than the Guaranteed Obligations, even though the Benefitted Party might have elected to apply such payment to any part or all of the Guaranteed Obligations; (v) a Benefitted Party's consent to the change, reorganization or termination of the organizational structure or existence of the Developer and to any corresponding restructuring of the Guaranteed Obligations; (vi) any failure to perfect or continue perfection of a security interest in any collateral which secures any of the Guaranteed Obligations; (vii) any defenses, set-offs or counterclaims which any Borrower may allege or assert against any Benefitted Party in respect of the Guaranteed Obligations, including failure of consideration, breach of warranty, statute of frauds, statute of limitations, accord and satisfaction and usury; and (viii) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of the Guarantor as an obligor in respect of the Guaranteed Obligations.

7. Waivers by Guarantor. The Guarantor hereby waives:

- (a) any right to require any Benefitted Party, as a condition of payment or performance by the Guarantor, to (i) proceed against the Developer, any other Guarantor or any other Person, (ii) proceed against or exhaust any security held from the Developer, the Guarantor or any other Person, (iii) proceed against or have resort to any balance of any deposit account or credit on the books of a Benefitted Party in favor of the Developer, the Guarantor or any other Person, or (iv) pursue any other remedy in the power of a Benefitted Party whatsoever;
- (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of the Developer including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of the Developer from any cause other than indefeasible payment in full of the Guaranteed Obligations;
- (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal;
- (d) any defense based upon any Benefitted Party's errors or omissions in the administration of the Guaranteed Obligations, except behavior which amounts to grossly negligent or willful misconduct;

- (e) (any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms of this Guaranty and any legal or equitable discharge of the Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting any Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set-offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Benefitted Party protect, secure, perfect or insure any security interest or lien or any property subject thereto;
 - (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance of this Guaranty, or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto; and
 - (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate the Guarantor or sureties, or which may conflict with the terms of this Guaranty other than indefeasible payment in full of the Guaranteed Obligations.
8. Expenses. The Guarantor agrees to pay, or cause to be paid, on demand, and to save the Benefitted Party harmless against liability for, any and all costs and expenses (including reasonable fees and disbursements of counsel and allocated costs of internal counsel) incurred or expended by such Benefitted Party in connection with the enforcement of any rights under this Guaranty in any proceeding therefor.
9. Continuing Guaranty. This Guaranty is a continuing Guaranty and shall remain in effect until all of the Guaranteed Obligations shall have been indefeasibly paid in full. The Guarantor hereby irrevocably waives any right to revoke this Guaranty as to future transactions giving rise to any Guaranteed Obligations.
10. Rights Cumulative. The rights, powers and remedies given to the Benefitted Party by this Guaranty are cumulative and shall be in addition to and independent of all rights, powers and remedies given to the Benefitted Party by virtue of any statute or rule of law or any agreement between the Guarantor and a Benefitted Party or between or among the Developer and the Benefitted Party. Any forbearance or failure to exercise, and any delay by the Benefitted Party in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.
11. Survival of Warranties. All agreements, representations and warranties made herein shall survive the execution and delivery of this Guaranty.

12. Notices. Any communications between the Benefitted Party and the Guarantor and any notices or requests provided herein to be given may be given by mailing the same, postage prepaid, or by facsimile transmission if to the Benefitted Party and to the Guarantor at its address as set forth on the signature pages of this Guaranty or to such other addresses as each such Party may in writing hereafter indicate. Any notice, request or demand to or upon any Benefitted Party or the Guarantor shall not be effective until received.

13. Severability. In case any provision in or obligation under this Guaranty shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

14. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Guaranty, and no consent to any departure by the Guarantor therefrom, shall in any event be effective without the written concurrence of the Benefitted Party and the Guarantor. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

15. Headings. Section and subsection headings in this Guaranty are included herein for convenience of reference only and shall not constitute a part of this Guaranty for any other purpose or be given any substantive effect.

16. Applicable Law; Rules of Construction. This Guaranty and the rights and obligations of the Guarantor and the Benefitted Party shall be governed by, and shall be construed and enforced in accordance with, the internal laws of the State of Wisconsin, without regard to conflicts of laws principles.

17. Successors and Assigns. This Guaranty is a continuing Guaranty and shall be binding upon the Guarantor and its respective successors and assigns. This Guaranty shall inure to the benefit of the Benefitted Party and its respective successors and assigns. The Benefitted Party may, without notice or consent, assign its interest in this Guaranty in whole or in part. The terms and provisions of this Guaranty shall inure to the benefit of any transferee or assignee of the Guaranteed Obligation, or any portion thereof, and in the event of such transfer or assignment the rights and privileges herein conferred upon the Benefitted Party shall automatically extend to and be vested in such transferee or assignee, all subject to the terms and conditions hereof.

IN WITNESS WHEREOF, the Guarantor and the Benefited Party have signed this Agreement the year and date above written.

Guarantor:

City of Waterloo

By: Robert Thompson
Robert Thompson, Mayor

Attest: Morton J. Hansen
Morton J. Hansen, Clerk/Treasurer

Benefitted Party:

First Business Bank

By: Ryan Hughes
Name: Ryan Hughes
Title: Assistant Vice President

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

RESOLUTION #2020-31

**RESIGNATION AGREEMENT BETWEEN THE CITY OF WATERLOO AND ITS POLICE DEPARTMENT
AND JESSICA KELLY**

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

BE IT RESOLVED, that the City of Waterloo Common Council agrees to the resignation agreement as presented on this night and directs Police Chief Denis Sorenson to sign the agreement on behalf of the City of Waterloo.

PASSED AND ADOPTED this ____ day of June 2020.

City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Morton J. Hansen
Clerk/Treasurer

SPONSOR(S) – Police Chief and Mayor

FISCAL NOTE – Creates an unplanned for payout of \$13,606.64 as stipulated in the resignation agreement.

Resignation Agreement

This Resignation Agreement (the "Agreement") is entered into between the City of Waterloo and its Police Department (collectively the "City") and Jessica Kelly ("Kelly"). In exchange for mutual consideration, the parties agree as follows:

1. Kelly's separation from the employ of the City will be deemed a resignation by the City. Kelly hereby submits her resignation from employment with the City effective at the end of business on Saturday, July 25, 2020, and this resignation is accepted by the City.

2. The City will remit to Kelly the sum of ninety (90) days post-employment pay in the gross amount of **\$12,948.00** less regular and required payroll withholdings. The post-employment pay will be paid on August 13, 2020, via direct deposit. Kelly acknowledges the above consideration is inclusive of any earned, accrued but unused paid time off. Kelly shall not be entitled to any additional wages, compensation, paid time off, vacation pay, sick pay, bonus, separation pay, severance, or any other payment or benefits in connection with her employment or her resignation thereof.

3. The City will reimburse Kelly up to the gross amount of **\$712.64** per month for Kelly's COBRA continuation health insurance premium for the months of August, September, and October 2020, but only if Kelly timely elects and pays for COBRA health insurance continuation coverage for each such month. The payment of post-employment pay described in paragraph two (2) shall not extend the applicable COBRA continuation period. Health and dental benefits will be available only to the extent they may be provided pursuant to COBRA, or other applicable state or federal law. If Kelly is employed by another employer who offers group health and/or dental insurance coverage for her and her family, Kelly will timely apply for such coverage and coverage under the City's health and/or dental plan shall cease prior to October 31, 2020, upon coverage beginning with the new employer's insurer.

4. This Agreement shall not be construed as an admission of wrongdoing or liability by any party.

5. This Agreement represents a voluntary resignation. If the City Clerk is contacted by a prospective future employer or an employment reference related to Kelly, then the City Clerk will respond with Kelly's dates of employment, her position last held, and confirmation that Kelly resigned her position. The City agrees to furnish Kelly a letter of reference signed by City of Waterloo Police Chief Denis Sorenson, attached hereto as Exhibit A.

6. Kelly acknowledge that Kelly is a probationary employee and agrees not to file any grievance in any way related to Kelly's employment, separation of employment, or otherwise under the Collective Bargaining Agreement between the City and the Wisconsin Professional Police Association.

7. In consideration of the City's obligations and promises under this Agreement, Kelly does hereby fully and forever discharge and release the City and all past and present employees, officials, agents, representatives, insurers, and attorneys from any and all actions, causes of action,

claims, demands, damages, including but not limited to, punitive damages, costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from her employment or her separation therefrom. This release does not include worker's compensation or duty disability claims.

10. The parties recognize that this Agreement is limited to the unique facts of this case and cannot be used to represent any practice or precedent in any subsequent proceedings involving other individuals.

11. Kelly agrees that the City is not and will not be under any obligation to employ her. The City will have no obligation to process any employment application that may be submitted by Kelly in the future or to hire Kelly, and the failure to process any application or to hire Kelly shall not constitute a violation of any local, state or federal law, order or regulation prohibiting employment discrimination, nor shall it constitute retaliation against Kelly.

12. Kelly acknowledges that she is not authorized to be in possession, custody or control of any City property and represents that she has returned any such property upon execution of this Agreement.

13. Kelly further states and agrees that she has read this Agreement, that she fully understands its final and binding effect, that she has been given an opportunity to have this Agreement reviewed by the counsel of her choice, that the only promises made to her to sign this Agreement are those stated in this Agreement, and that she is signing this Agreement freely and voluntarily.

14. The Agreement may not be modified or amended except in writing, signed by Kelly and the City.

15. This Agreement shall not be binding upon the City until such time Kelly executes the Agreement and the City's Common Council approves the Agreement.

16. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Faxed or scanned signatures to this Agreement will have the same force and effect as original signatures.

Agreed to as of this 29 day of July, 2020.

City of Waterloo Police Department

Jessica Kelly

By: _____

Denis Sorenson
Police Chief

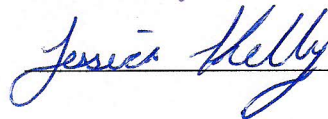


EXHIBIT A

August 6, 2020

To Whom It May Concern:

This letter confirms Ms. Jessica Kelly's employment as a probationary police officer with the City of Waterloo Police Department (the "City"). Ms. Kelly began her employ with the City on October 1, 2019 and resigned her position on July 25, 2020. Ms. Kelly's job performance was satisfactory and she was not subject to disciplinary action during her employ with the City.

Sincerely,

Denis Sorenson
Chief of Police
City of Waterloo