

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

## CITY OF WATERLOO COUNCIL <u>AGENDA</u> COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET Thursday, March 3, 2022 – 7:00 p.m. Participate Remotely Or In-Person

Join Zoom Meeting https://us02web.zoom.us/j/83474316152?pwd=QnVNMkRFdzZYSWtWMllKY2tKVUhtdz09

Meeting ID: 834 7431 6152 Passcode: 646444 Dial by phone +1 312 626 6799 US (Chicago)

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

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL
- 2. MEETING MINUTES APPROVAL: February 17, 2022
- 3. CITIZEN INPUT / PUBLIC COMMENT
- 4. NEW BUSINESS
  - a. City Clerk Position Opening Interview. [NOTE: The City Council may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session.
  - b. Appointment of City Clerk/Deputy Treasurer
- 5. NOTICE OF PUBLISHED NOTICES: 4/05/2022 Spring Election a) Official Notice for Voting by Absentee Ballot; b) Public Test of Voting Equipment; and c) Location and Hours of Polling Place
- MEETING SUMMARIES (since last Council meeting)
  - a. 02/22/2022 Library Board
  - b. 02/22/2022 Finance, Insurance & Personnel
  - C. 02/22/2022 Plan Commission
  - d. 02/28/2022 Fire/EMS
  - e. 03/01/2022 Water & Light
  - f. 03/03/2022 Public Safety & Health
  - g. 03/03/2022 Public Works & Property-cancelled
- 7. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a. Finance, Insurance & Personnel
    - i. Ambulance & Emergency Medical Service Agreement-Attorney language added.
  - b. Public Safety & Health
    - i. Trek 100 Event Application.
    - ii. Recommending Council Approval to Fill an Open Police Officer Position-Hiring Brenton Kryszak
- 8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 9. ADJOURNMENT

Mike Tschanz DeputyClerk/Treasurer

Posted & Emailed: 2/28/2022

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: February 17, 2022

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

- CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Cummings, Rhynes, Kuhl, Griffin, Thomas, Weihert. Alderpersons attending remotely: Petts. Absent: none. Others attending remotely or in-person:Ryan Spoehr with the Courier; Public Works Director Chad Yerges; Utility Superintendent Barry Sorenson; Police Chief Denis Sorenson; Deputy Clerk/Treasurer Mike Tschanz, and WLOO videographers. The pledge of allegiance was recited.
- 2. MEETING MINUTES APPROVAL: Feb 3, 2022. MOTION: [Cummings/Griffin] to approve the minutes as presented. ABSTAIN Kuhl, Petts VOICE VOTE: Motion carried
- 3. CITIZEN INPUT / PUBLIC COMMENT
- 4. MEETING SUMMARIES (since last Council meeting) Updates Noted
  - a. 02/09/2022 Cable Television Regulatory Board
  - b. 02/15/2022 CDA
  - c. 02/10/2022 & 02/17/2022 Finance, Insurance & Personnel Committee
- 5. CONSENT AGENDA ITEMS
  - January Reports Of City Officials & Contract Service Providers MOTION [Kuhl/Weihert] VOICE VOTE: Motion carried.
    - i. Parks
    - ii. Fire & Emergency Medical Services
    - iii. Building Inspections
    - iv. Public Works
    - v. Police
    - vi. Library Board
    - vii. Water & Light Utility Commission
    - viii. Watertown Humane Society
- 6. RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a. Finance, Insurance & Personnel
    - January 2022 Financial Statements: General Disbursements \$1,753,033.71; Payroll \$79,789.28 & Clerk/Treasurer's Reports [see on municipal website]MOTION [Thomas/Weihert] Roll call vote: Cummings yes; Rhynes yes; Kuhl yes; Griffin yes; Thomas yes; Weihert yes; Petts yes. Motion carried.
    - ii. Ambulance & Emergency Medical Service Agreement- tabled [Thomas/Kuhl] Voice Vote: Motion carried.
    - iii. Clerk-Deputy Treasurer & Treasurer-Deputy Clerk job descriptions MOTION [Thomas/Cummings] VOICE VOTE: Motion Carried
    - iv. Ordinance 2022-02 Amending chapter §85-7 Officers and employees and §85-9 Appointed staff job performance reviews. MOTION [Thomas/Griffin] VOICE VOTE: Motion Carried
    - v. COVID 2022 policy MOTION [Thomas/Rhynes] VOICE VOTE: Motion Carried
- 7. NEW BUSINESS
- 8. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 9. ADJOURNMENT [Kuhl/Griffin] to adjourn. VOICE VOTE: Motion carried. Time: 7:09 pm

Attest:

Mike Tschanz, Deputy Clerk/Treasurer

### **Notice of Location and Hours of Polling Place**

At the **Spring Election** to be held on **Tuesday**, **April 5**, **2022**, in the Village of Marshall, City of Waterloo, Towns of Medina, Portland, Waterloo and York the following polling place locations will be used for the wards indicated:

| <u>Location</u>  | <u>Wards</u> |
|--|--------------|
| Village of Marshall - Municipal Building - 130 S. Pardee St., Marshall | 1 thru 5     |
| Town of Medina - Town Hall - 634 Highway 19, Marshall                  | 1 & 2        |
| Town of York - Town Hall - 796 York Center Road, Marshall              | 1            |
| Town of Portland - Town Hall - W11720 Taylor St., Waterloo             | 1 & 2        |
| Town of Waterloo – Town Hall – N8193 Hwy 89, Waterloo                  | 1            |
| City of Waterloo – Municipal Building – 136 N. Monroe St., Waterloo    | 1 thru 5     |

All polling places will open at 7:00 A.M. and will close at 8:00 P.M. All polling places are accessible to elderly and voters with disabilities\*.

If you have any questions concerning your polling place, contact the municipal clerk.

Village of Marshall – Lindsey Johnson, Clerk

130 S. Pardee St., Box 45 Marshall, WI 53559-0045

Phone # (608) 655 4017 ext 202

Monday-Thursday: 8:00 a.m. – 4:30 p.m.

Friday: 8:00 a.m. – 1:00 p.m.

Town of Medina – Ron Jacobson, Clerk

634 State Hwy 19 Marshall, WI 53559 Phone # (608) 219-35

Phone # (608) 219-3556

Available by Appointment Monday - Thursday: 8:00 a.m.-4:00 p.m., Friday: 8:00 a.m.-12:00 p.m.

#### **Town of Portland** – Nancy Thompson, Clerk

N120 Hickory Lane Waterloo, WI 53594 Phone # (920) 478-3724 Available by Appointment

Town of York - Linda Henning, Clerk

6415 Henning Road Marshall, WI 53559 Phone # (608) 445-7941 Available by Appointment

Town of Waterloo – Cindy Schroeder, Clerk

N7874 Hwy 89 Waterloo, WI 53594 Phone # (920) 648-3230 Available by Appointment

Type D Notice | Rev 2021-06 | Wisconsin Elections Commission, P.O. Box 7984, Madison, WI 53707-7984 | 608-261-2028 | web: elections.wi.gov | email: elections@wi.gov

City of Waterloo – Mike Tschanz, Deputy Clerk 136 N. Monroe Street Waterloo, WI 53594 Phone # (920) 478-3025 Available: Monday-Friday: 8:00 a.m.-4:30 p.m.

#### **Notice of Meeting of the Local Board of Canvassers**

At the close of voting on Election Day, pursuant to the provisions of Wis. Stat. § 19.84, the Election Inspectors at each polling place will convene as the Local Canvassing Board for the purpose of conducting the local canvass pursuant to Wis. Stat. § 7.51. This meeting will be open to the public pursuant to Wis. Stat. §§ 19.81-89.

Posted (3) March 31, 2022

Published: March 31, 2022 The Courier

# OFFICIAL NOTICE VOTING BY ABSENTEE BALLOT FOR APRIL 5, 2022 SPRING ELECTION

VILLAGE OF MARSHALL (DANE CO.) WI. - TOWN OF MEDINA (DANE CO.) WI. -CITY OF WATERLOO (JEFFERSON CO.) WI. - TOWN OF PORTLAND (DODGE CO.) WI. -TOWN OF WATERLOO (JEFFERSON CO.) WI. - TOWN OF YORK (DANE CO.) WI.

Any qualified elector who is unable or unwilling to appear at the polling place on Election Day may submit a request to vote an absentee ballot to their municipal clerk. A qualified elector is any U.S. citizen who:

- will be 18 years of age or older on Election Day.
- has resided in the ward or municipality where they wish to vote for at least 28 consecutive days before the election.

The elector must also be registered to vote to receive an absentee ballot. Proof of identification must be provided before an absentee ballot may be issued\*.

#### Making application to receive an absentee ballot by mail

Contact your municipal clerk and request that an application for an absentee ballot be sent to you for the primary or election or both. You may make written application to your municipal clerk for an absentee ballot in person, by mail, by fax, by email or at MyVote.wi.gov.

Your written request must include:

- 1. your voting address within the municipality where you wish to vote
- 2. the address where the absentee ballot should be sent, if different from the address above
- 3. your signature
- 4. a copy of your photo identification\*

### The deadline for making application to receive an absentee ballot by mail is:

5:00 p.m. on the fifth day before the election, Thursday, MARCH 31,2022\*\*.

- \*Voters who are indefinitely confined due to age, illness, infirmity, or disability may not be required to provide photo ID. If this applies to you, contact the municipal clerk regarding deadlines for requesting and submitting an absentee ballot.
- \*\*Special absentee voting application provisions apply to electors who are indefinitely confined, in the military, hospitalized, or serving as a sequestered juror. If this applies to you, contact the municipal clerk regarding deadlines for requesting and submitting an absentee ballot.

#### Voting an absentee ballot in person

You may also request and vote an absentee ballot in the clerk's office or other specified location during the days and hours specified for casting an absentee ballot in person.

The first day to vote an absentee ballot in the clerk's office is: TUESDAY, MARCH 22, 2022

#### Village of Marshall - Lindsey Johnson

130 S. Pardee St. Box 45 Marshall, WI 53559-0045 Phone # (608) 655-4017 ext. 202

Mon-Thurs: 8:00 a.m. - 4:30 p.m.; Fri: 8:00 a.m. - 1 p.m.

Last Day: Friday, April 1, 2002 8:00 a.m. - 5 p.m.

**Town of Medina** – Ron Jacobson 634 State Hwy 19 PO Box 37 Marshall, WI 53559 Phone# (608) 219-3556 Available by Appointment

#### Town of Portland - Nancy Thompson

N120 Hickory Lane Waterloo, WI 53594

Phone # (920) 478-3724 email: portlandtownclerk@gmail.com

Available by Appointment Only – March 22,2022 through Sunday April 3,2022 5pm

#### Town of York— Linda Henning

796 York Center Road Marshall, WI 53559 Phone # (608) 445-7941 Available by Appointment

#### Town of Waterloo- Cindy Schroeder

N7874 Hwy 89 Waterloo, WI 53594 Phone # (920) 648-3230 Available by Appointment

#### City of Waterloo - Mike Tschanz

136 North Monroe St Waterloo, WI 53594 Phone # (920) 478-3025

Monday-Friday 8:00 a.m. - 4:30 p.m. and Saturday March 26,2022) 9:00 a.m. - 12:00 noon

Last Day: Friday April 1, 2022 4:30pm

No in-person absentee voting may occur on the day before the election. The municipal clerk will deliver voted ballots returned on or before Election Day to the proper polling place or counting location before the polls close on Tuesday April 5, 2022. Any ballots received after the polls close will not be counted.

Published: The Courier 3-03-2022 Type E-

#### PUBLIC NOTICE TO THE WISCONSIN RESIDENTS OF THE

# VILLAGE OF MARSHALL (DANE CO.) – TOWN OF MEDINA (DANE CO.) CITY OF WATERLOO (JEFFERSON CO.) – TOWN OF PORTLAND (DODGE CO.) TOWN OF YORK (DANE CO.) – TOWN OF WATERLOO (JEFFERSON CO.) OF

#### PUBLIC TESTS OF VOTING EQUIPMENT

Notice is hereby given that public test of the "mark sense electronic voting equipment" and the "handicap accessible voting machines" to be used at the **APRIL 5, 2022, SPRING ELECTION** will be held at the times and locations for each municipality as listed in this notice. The public is invited to attend and observe these tests per Wisconsin Statutes 5.84.

#### Monday, March 28, 2022

• 9:00 AM – Town of Portland – Town Hall, W11270 Taylor Street, Waterloo

#### Thursday, March 31, 2022

- 6:30 PM Town of York Town Hall, 796 York Center Road, Marshall
- 10:00 AM Town of Medina Town Hall, 634 State Hwy 19, Marshall
- 1:00 PM City of Waterloo Municipal Building, 136 N. Monroe Street, Waterloo
- 1:00 PM Village of Marshall Municipal Building, 130 S. Pardee Street, Marshall
- 4:30 PM Town of Waterloo Town Hall, N8193 Hwy 89, Waterloo

Published by the authority of the Clerks for the: Village of Marshall, City of Waterloo and Towns of Medina, Portland, Waterloo and York.

Posted (4) March 24, 2022

Published: Thursday, March 24, 2022 – The Courier

#### **AMBULANCE & EMERGENCY MEDICAL SERVICES AGREEMENT**

This Agreement (the "Agreement") is of made this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, by and between the Town of Waterloo (hereinafter "Town") and the City of Waterloo, a municipal corporation (hereinafter "City"). This contract Agreement shall be in effect April 1, 2022, through December 31, 2025.

**Formatted:** Justified, Indent: Left: 0", Space After: 12 pt, Line spacing: single

#### RECITALS

**WHEREAS**, the Town of Waterloo is a municipal unit of government in Jefferson County, Wisconsin, existing pursuant to Chapter 60, Statutes, and pursuant to Section 60.565, Statutes, the Town is obligated to provide ambulance services within its municipal boundaries; and

**WHEREAS**, the City is a municipal corporation, existing pursuant to Chapter 62, Statutes with its principal place of business at 136 North Monroe Street, Jefferson, Wisconsin 53549; and

**WHEREAS**, the Town desires to promote and make available adequate and reliable ambulance and emergency medical services to persons within the boundaries of the Town, and which primary services are described below and are covered by this Agreement, and the parties hereto have negotiated the terms and conditions of this Agreement; and

WHEREAS, the City is willing to provide ambulance and emergency medical services within the Town in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

NOW, THEREFORE, the Parties AGREE as follows:

#### 1) Provisions for Services

-A) The City agrees to provide to the Town ambulance and emergency medical services to any and all persons in need of such services within the primary service area within the boundaries of the Town (as that area is defined set forth in Paragraph 4 herein) (the "Primary Service Area").

The specific services to be rendered by the City are:

- 1) Advanced Emergency Medical Service (Technician Level);
- 2) Basic Emergency Medical Service. (Basic Emergency Medical Technician)
- B) The Town agrees to enter into no other ambulance service -aAnd/or emergency medical services agreement for the Pprimary Service Aarea during the term of this Agreement. Time period this Agreement is in effect. The Town agrees that the City will be the primary provider of ambulance and emergency medical services within the Pprimary Service Aarea within the boundaries of the Town, and that the City shall be the first ambulance and emergency medical service provider to be called upon to provide ambulance and emergency medical services within said Pprimary Service Aarea.

C) The Town shall have no liability to the City except as set forth herein.

Formatted: Font: Bold

Formatted: Font: Not Bold

**Formatted:** Justified, Indent: Left: 0.25", Hanging: 0.25", Space After: 12 pt, Line spacing: single

**Formatted:** Justified, Space After: 12 pt, Line spacing: single

- 2) Standard of Care. In providing ambulance and emergency medical services, the City's standard of care shall be that of an Advanced Emergency Medical Technician (A License) for the City's primary unit. In the event that the City is required, as reasonably determined by the City, to utilize a 2nd unit, the standard of care shall be that of a Basic Level Crew.
- 3) Equipment and Personnel. In providing ambulance and the emergency medical services, the ambulances utilized by the City shall be properly approved and licensed by the Wisconsin Department of Health Services. Such ambulances and equipment shall be owned by the City, and such ambulance attendants shall be employed by the City. The City agrees to maintain all vehicles and equipment in good working order as required by law. The City also agrees to maintain all necessary licenses for operation of the ambulance service. All Emergency Medical Technicians functioning as ambulance attendants shall be licensed by the State of Wisconsin.
- 4) Primary Service Area. The Primary Service Area to be provided ambulance and emergency medical services by the City shall be the areas within the boundaries of the Town as follows:

#### **Section Numbers**

Remaining Sections of 23, 27 and 33 that is not already covered by Waterloo Fire Department All of Sections 24, 25, 26,34,35,36

5) Subsidy and Fees. In consideration of the services to be provided to the Town by the City, the Town shall compensate the City at the per capita rate specified below multiplied by the number of <u>Town</u> residents that live <u>within the Primary Service Area but</u> outside the current Waterloo Fire Department response area), determined by the Clerk Town from Jefferson County records, and the annual sum due will be set accordingly. Such population determination to be made after June 1, but before July 1 of said year and conveyed by the Town Clerk to the City Clerk, and in the same manner each and every year thereafter that this Agreement remains in effect. One-half (1/2) of the annual sum shall be paid to the City on or before the subsequent February 1 of each year, and the remaining one-half (1/2) of the annual sum shall be paid on or before August 1 thereafter of each year. Payments will be set at the per capita amount as calculated above at the following rate:

| Year | Amount             |
|------|--------------------|
| 2022 | \$15.00/per capita |
| 2023 | \$17.50/per capita |
| 2024 | \$22.00/per capita |
| 2025 | \$24.00/per capita |

Payments made under this paragraph shall be deemed to be for the calendar year in which the same is paid. These payments are in the form of a non-refundable subsidy in consideration of the City providing the services to the population residing within the Primary Service Area.

6) Terms of Agreement. That this Agreement shall be in full force and effect from April 1, 2022, and end on December 31, 2025, unless either party hereto gives notice of termination at least sixty (60) days prior to the end of the first year.

Formatted: Font: Not Bold

**Commented [WSC1]:** This would mean the payments are based on populations calculated in the year prior to payment. Assuming populations are increasing, this would minimally benefit the Town.

7) Notice to Cure Breach. If either party violates any terms of this Agreement, when such breach becomes known to the other party or reasonably should have become known with reasonable diligence, the party shall provide the other with written notice of such breach.

The <u>breaching</u> party shall cure any breach no later than <u>sixty</u> (60) days after the giving of such notice. The <u>breaching</u> party shall cure any breach no later than <u>sixty</u> (60) days after the giving of such notice by the other. If the cure is not <u>timely</u> effectuated, then the party sending notice may terminate this Agreement by giving a notice of termination of at least <u>sixty</u> (60) days, as provided above. <u>In addition to termination</u>, the non-breaching party may also pursue any other remedies available to it under law. In the event litigation, the party which substantially prevails in such litigation shall recover in addition to any monetary damages, its costs and expenses in pursuing such litigation, including reasonable attorney fees.

If the breach is for failure to pay any monetary amounts due under this Agreement, the above right to cure shall be reduced to five (5) days. Upon failing to timely cure a failure to pay, the City may immediately cease providing service under this Agreement.

- 8) Ambulance Dispatch. The Town shall immediately forward to the City, at no cost to the City, all "9-1-1" emergency and non-emergency calls. The Town shall use the existing "9-1-1" system already in place at Jefferson County Emergency Dispatch Center to do so.
- 9) Non-Assignability. This is a personal service agreement between The Town and the City. The City may not assign any of the obligations or rights (other than the right to receive the subsidy payment) contained in this Agreement to any other party, without the prior written consent of the Town. Such written consent is not to be unreasonably withheld or delayed.
- 10) Notices. Any written notice or demand hereunder shall be in writing and shall be served by ordinary mail, personal delivery, certified mail, return receipt requested. Notice shall be deemed given when either personally delivered, or if mailed, the third business day after such notice is mailed.
- 11) Service of Notices. Such notices shall be served or mailed as follows:
  - A) To the City:

136 North Monroe Street Waterloo WI. 53594 Attn: City Clerk

B) To the Town of Waterloo:

Town Chair N7874 State Road 89 Waterloo, WI 53549 Attn: Town Clerk

- 12) Time. Time shall be of the essence with regard to this Agreement.
- 13) Amendment. This Agreement sets forth all of the promises, inducements, agreements, conditions and understandings between the parties hereto relative to the subject matter thereof, and there are no promises, agreements, conditions or understandings, either oral or written, expressed or implied, between them, other than as herein set forth. Except as herein otherwise provided, no subsequent

Formatted: Font: 11 pt

Commented [WSC4]: Redundant with paragraph 10 below.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt, Not Bold

Formatted: Font: 11 pt
Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless authorized in accordance with law in written amendment and properly executed by the City and the Town.

**14) Severability.** If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**15) Waiver.** Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon one or more occasions to insist upon or seek compliance with any such terms and conditions.

- **16) Force Majeure.** If performance of any covenant to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party, which circumstances may include, but are not limited to, acts of God, war, acts of civil disobedience, harsh weather, strikes or similar acts, the time for such performance shall be extended by the amount of time of such delay.
- 17) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect, as of the date hereof, which may affect the conduct of the services to be provided under this Agreement.
- 18) Indemnification. The City and Town agree to indemnify, hold harmless and defend the other party, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the indemnifying party's performance of, or failure to perform, the activities provided under this Agreement, but only to the extent caused in whole or in part by the negligent acts or omissions of the indemnifying party, or anyone acting under its direction or control, or on its behalf.
- 19) No Partnership. Nothing in this Agreement shall be construed to create any co-partnership, principal and agent, joint venture or other similar relationship between the parties hereto and no party may incur debts or liabilities in the name, or on behalf, of any other party unless expressly approved by the party to be bound thereby in a written instrument signed by such party.
- 20) Nonwaiver of Governmental Immunity. Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon any party by applicable provisions of Wisconsin law.
- 21) No Third-Party Beneficiaries. This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Agreement.
- **22)** Counterparts. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

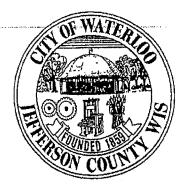
Formatted: Font: 11 pt
Formatted: Font: 11 pt

Formatted: Font: 11 pt

| 23) | Neutral Construction. The parties acknowledge that this Agreement is the product of negotiations      |
|-----|---|
|     | between the parties and that, prior to the execution hereof, each party has had full and adequate     |
|     | opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counse     |
|     | with respect hereto. Nothing in this Agreement shall be construed more strictly for or against either |
|     | party because that party's attorney drafted this Agreement or any part hereof.                        |
|     |   |

In Witness Whereof, the Parties have executed this Agreement as of the date set forth above.

| CITY | Y OF Waterloo               |
|------|-----------------------------|
|      |                             |
| Ву:  |                             |
|      | Jenifer Quimby Mayor        |
|      |                             |
| Atte | est by:                     |
| ,    | City Clerk                  |
|      | ·                           |
| TΟV  | WN OF Waterloo              |
|      |                             |
| Rv.  |                             |
| Dy.  | Scott Hasset Town Chair     |
|      |                             |
|      |                             |
| Atte | est by:                     |
|      | Cindy Schroeder, Town Clerk |



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

#### <u>APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE</u>

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.

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

Form created: 03/11/2004

Page 1 of 8 License Application 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 Waterioo 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. Fallure 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 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:

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

Signatory Title (if applicable)

Name (please print)

Form created: 03/11/2004

| 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 Waterioo, 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: 2/7/2022 Received by: Gannelytter   |
| Clerk's Office to complete the section below:  |
| Cc:  |
| Police DepartmentCouncil Approval  |
| Fire Department  |
| Public WorksCertificate of Insurance   |
| Waterloo Utilities   |
| Fee for Profit Events = \$50.00 per event.  Fee is <u>WAIVED</u> 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:   |
| Receipted by:  |

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS

Pursuant to Section 172-2 Waterloo Municipal Code Application for Special Event or Entertainment License

Form created: 03/11/2004, Revised: 03/22/2017

Page 3 of 8 License Application

#### 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

Pursuant to Section 12,06 Waterloo Municipal Code Application for Special Event or Entertainment License

Form created: 03/11/2004

### SPECIAL EVENT or ENTERTAINMENT WORKSHEET

| NAME OF EVENT: Trek 100 - Ride for thipe Bike Ride                                       |  |  |  |
|--|--|--|--|
| DATE (S) OF EVENT: SULVEY SO, WILL HOURS: 1/2M - Vpm at -7:30 am                         |  |  |  |
| LOCATION/PROPERTY: TYPE BILLS - 801 W. MADISON St., WOHLTOO, W 6 3 694                   |  |  |  |
| 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? Midical Personnel from Tree Health Center |  |  |  |
| Municipal estimation of cost:WFD equipment/personnel @\$ hours= \$                       |  |  |  |
| 3) Will there be fireworks at your event?  YES  NO                                       |  |  |  |
| Date of fireworksTime 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: BROWY PINTO phone #414-W2-WVW                     |  |  |  |
| 2) What time will set up begin: <u>AMM</u>   |  |  |  |
| 3) Name of clean up contact person: Belly Pinter Cell Phone# 414-202-1621                |  |  |  |
| 4) Estimated time for clean up after event: <u>Gpm - 7pm</u>                             |  |  |  |
| FEES AND PROCEEDS:   |  |  |  |
| 1) Will admission be charged for this event? YES NO                                      |  |  |  |
| If yes, how much: Adult Seniors Students 76  |  |  |  |
| Children 5 & under Families  |  |  |  |
| 2) If a participant fee is charged, please indicate the amount: Booth:                   |  |  |  |
| Concessionaire:  |  |  |  |

Waterloo, WI

| 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 rev   | enue over                            | r and above the expenditures?    |
| (if this is a first year event, please year's financials.) | provide a b  | udget. If                            | it is a repeat event, provide la |
| ENTERTAINMENT AND PROMOTION                                | <b>NS</b> :  |                                      |                                  |
| 2) List names of performers and e                          |  |                                      |                                  |
| UW Marching Band at star                                   | + une  | large-ti-gr-map gr-d-fatteran-re-re- |                                  |
| 2) Describe other entertainment / activity                 | ities planned  | for your e                           | event:                           |
| 3) How will your event be promoted? Tother                 |  | Radiø N                              | lewspapers Posters Flyers        |
| PUBLIC PROPERTIES PROCEDURE                                |  |                                      |                                  |
| If you are requesting city services, plea                  | ase complete   | the follow                           | wing area:                       |
| 1) Will you need barricades?                               | (ES)   | NO                                   |                                  |
| Purpose of barricades: 121P W 17                           | affic flow   | near Ti                              | rek ta                           |
| Location of placement: HWW IN N                            | ICKAY WAY:   | 4now I tor                           | MCKAY WAY Amount needed          |
| Date barricades needed 07 30 701                           | v ·  | Time                                 | e of placement                   |
| Name of company providing service if                       |  |                                      |                                  |
| 2) Will you require electrical service(s)                  | )  | YES                                  | (NO)                             |
| Entertainment: number of amps                              | ton the state of t |                                      | lines @ \$20 Cost\$              |
| Equipment being used:                                      |  |                                      |                                  |
| Location   | Entertair  | ner name_                            |                                  |
| Entertainment: number of amps                              |  |                                      | lines@ \$20 Cost \$              |
| Equipment being used:                                      |  |                                      |                                  |
|  |  |                                      |                                  |

Page 6 of 8 Worksheet

| Concessions:                       | _amps=                                 |                                       | nes @ \$20 Cost \$ |
|------------------------------------|--|---------------------------------------|--------------------|
| Equipment being used:              |  | · · · · · · · · · · · · · · · · · · · |                    |
| Location:                          |  |                                       |                    |
| Concessions:                       | amps=                                  | lin                                   | es @ \$20 Cost \$  |
| Equipment being used:              | ****                                   |                                       |                    |
| Location:                          |  |                                       |                    |
| Name of company providing serv     | ice if other than Cit                  | y:                                    |                    |
| 3) Will you need fencing installed | ? YES                                  | NO                                    |                    |
| Purpose of fencing:                | ************************************** |                                       |                    |
| Location:                          |  | Am                                    | nount:             |
| Date needed                        | Time need                              | ed                                    |                    |
| Estimated costs:                   | _locations @ \$100.                    | = \$                                  | Total costs        |
| 4) Will parking considerations be  | needed                                 | YES                                   | NO                 |
| Type(s) potential no park          | ung                                    |                                       |                    |
| Location: MIWAUKER NV              |  | \mount                                |                    |
| Date: 07/27 - 07/30                | Time:                                  | overnight                             |                    |
| 5) Will picnic tables be needed?   | YES                                    | NO                                    | )                  |
| Location                           |  | An                                    | nount              |
| Date needed:                       |  | ime needed                            |                    |
| Estimated cost(s)                  | Picnic tables @ \$5.                   | 00 per table :                        | = \$               |
| 6) Is a street sweeper needed?     | YES                                    | NO                                    |                    |
| Location                           | Da                                     | te                                    | Time               |
| Estimated cost(s)hou               | ırs @s                                 | = \$                                  | total cost         |
| Name of company providing ser      | vice, if not City:                     |                                       | 4                  |
| 7) Will you need additional trash  |  |                                       |                    |
| If yes how many requested? Ca      |  |                                       |                    |
| Where do you want them placed      |  |                                       |                    |
| Name of disposal company if other  |  |                                       |                    |
| Where will dumpster be place: _    |  | ****                                  |                    |
|                                    |  |                                       |                    |

Waterloo, Wi

| 8) Will water connection | on be needed?          | YES         | NO       |           |
|--------------------------|------------------------|-------------|----------|-----------|
| Location                 |                        | Amo         | ount     |           |
| Date                     | Time                   | <del></del> |          |           |
| Felimated costs:         | connection(s) @ \$20 ( | nn = \$     | Total wa | ter costs |

Waterloo, WI



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/30/2021

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(les) 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). CONTACT Jennifer Bellante
NAME:
PHONE
(A/C. No. Ext):
-7000
E-MAL
ADDRESS; Jennifer.Bellante@rrins.com FAX (A/G, No): (262) 574-7080 R & R Insurance Services, Inc N14 W23900 Stone Ridge Drive INSURER(S) AFFORDING COVERAGE NAIC # Waukesha 15350 INSURERA: West Bend Mutual Ins. Co. INSURED INSURER B: Midwest Athletes Against Childhood Cancer Inc, DBA: MACC INSURER C: Attn Becky Pinter INSURER D: 10000 W Innovation Dr Suite 135 INSURER E : Milwaukee 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. ADDL SUBR POLICY EFF INSR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD 1.000.000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED 200,000 PREMISES (Ea occurrence) \$ CLAIMS-MADE OCCUR 10,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY \$ 2,000,000 **GENERAL AGGREGATE** \$ GEN'L AGGREGATE LIMIT APPLIES PER: PRO-JECT 2,000,000 X POLICY PRODUCTS - COMPIOP AGG \$ \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) \$ AUTOMOBILE LIABILITY 1,000,000 BODILY INJURY (Per person) \$ ANY AUTO Α ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS PROPERTY DAMAGE \$ X HIRED AUTOS (Per accident \$ 10,000 UMBRELLA LIAB A OCCUR EACH OCCURRENCE 1,000,000 **EXCESS LIAB** X CLAIMS-MADE AGGREGATE \$ 1,000,000 DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT 500,000 N/A E.L. DISEASE - EA EMPLOYEE 500,000 (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT 500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Trek 100 Bike Ride Event CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Trek Bicycle Corporation 801 W Madison Street AUTHORIZED REPRESENTATIVE Waterloo, WI 53594 Christin Q Wilson Chris Wilson/LG778

| Additional Named Insureds |                   |                                  |  |
|---------------------------|-------------------|----------------------------------|--|
| Other Named Insureds      |                   |                                  |  |
| MACC Fund                 | Doing Business As | 8                                |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   | -                                |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   | •                                |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
| ·                         |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
| •                         |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
| ·                         |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
|                           |                   |                                  |  |
| OFAPPINF (02/2007)        |                   | COPYRIGHT 2007, AMS SERVICES INC |  |

## Application for Temporary Class "B" / "Class B" Retailer's License

| See Additional Information on reverse side. Contact the municipal   | clerk if you have questions.   |
|---|--|
| FEE \$  | Application Date: 0717 202   |
| ☐ Town ☐ Village ☐ City of ₩ A+cx 100   | County of Nefferson  |
| The named organization applies for: (check appropriate box(es).)  A Temporary Class "B" license to sell fermented malt beverages  A Temporary "Class B" license to sell wine at picnics or similar of at the premises described below during a special event beginning to comply with all laws, resolutions, ordinances and regulations (stated) and/or wine if the license is granted. | s at picnics or similar gatherings under s. 125.26(6), Wis. Stats. gatherings under s. 125.51(10), Wis. Stats.  12   130   100 |
| 1. Organization (check appropriate box) →   ☐ Veteran's Organ   | mmerce or similar Civic or Trade Organization organized under<br>tats.   |
| (d) If corporation, give date of incorporation  |  |
|   | n seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this   |
| (f) Names and addresses of all officers: President BECKY PINTER, 5146 SWHN While St   | Milwaukee, W 68221   |
| Vice PresidentSecretary   |  |
| Secretary<br>Treasurer  |  |
| (g) Name and address of manager or person in charge of affair:  | Alli Neumann, 2400 Parklaum Dr. Apt. 107<br>Waukesha, M G3186  |
| 2. Location of Premises Where Beer and/or Wine Will Be Sole   | d, Served, Consumed, or Stored, and Areas Where Alcohol  |
| Beverage Records Will be Stored:  (a) Street number <u>EDI W. MADISIN ST, WATCHION, W</u> (b) Lot   |  |
|   | this application, which floor or floors, or room or rooms, license is  |
| 3. Name of Event (a) List name of the event Tree 100-Ride for Hope (b) Dates of event Sharday, July 30, 2022  |  |
| DECLAR  | ATION  |
| An officer of the organization, declares under penalties of law that the best of his/her knowledge and belief. Any person who knowingly promay be required to forfeit not more than \$1,000.  | e information provided in this application is true and correct to the covides materially false information in an application for a license   |
| Officer Acty (L. 2.7.22 (Signature / Date)  | MACC Fund (Name of Organization)   |
| Date Filed with Clerk   | Date Reported to Council or Board  |
| Date Granted by Council   | License No.  |
| AT-315 (R. 9-19)  | Winganda Deserved A D  |

Wisconsin Department of Revenue

#### **Additional Information**

May be Granted and Issued only to (secs. 125.26(6), and 125.51(10), Wis. Stats.):

- (1) Bona fide clubs.
- (2) State, county, or local fair associations, or agricultural societies.
- (3) Churches, lodges, or societies that have been in existence for at least 6 months prior to the date of application.
- (4) Posts of veterans organizations.
- (5) Chambers of commerce or similar civic or trade organizations organized under ch. 181, Wis. Stats.

#### Application:

- (1) Filing: In writing, for each event, on Form AT-315.
- (2) The local licensing authority may act on application or authorize an official or body of the municipality to issue the license. (secs. 125.26(1) and 125.51(10), Wis. Stats.)
- (3) The written application shall be filed with the clerk of the municipality in which premises are located:

#### Class "B" (Beer):

- a. The governing body shall establish any waiting period before granting of a license for events lasting less than 4 days (sec. 125.04(3)(f), Wis. Stats.)
- b. At least 15 days prior to the granting of the license for events lasting 4 or more days.

#### "Class B" (Wine):

The application shall be filed with the clerk of the local municipality in which the event will be held at least 15 days prior to the granting of the license.

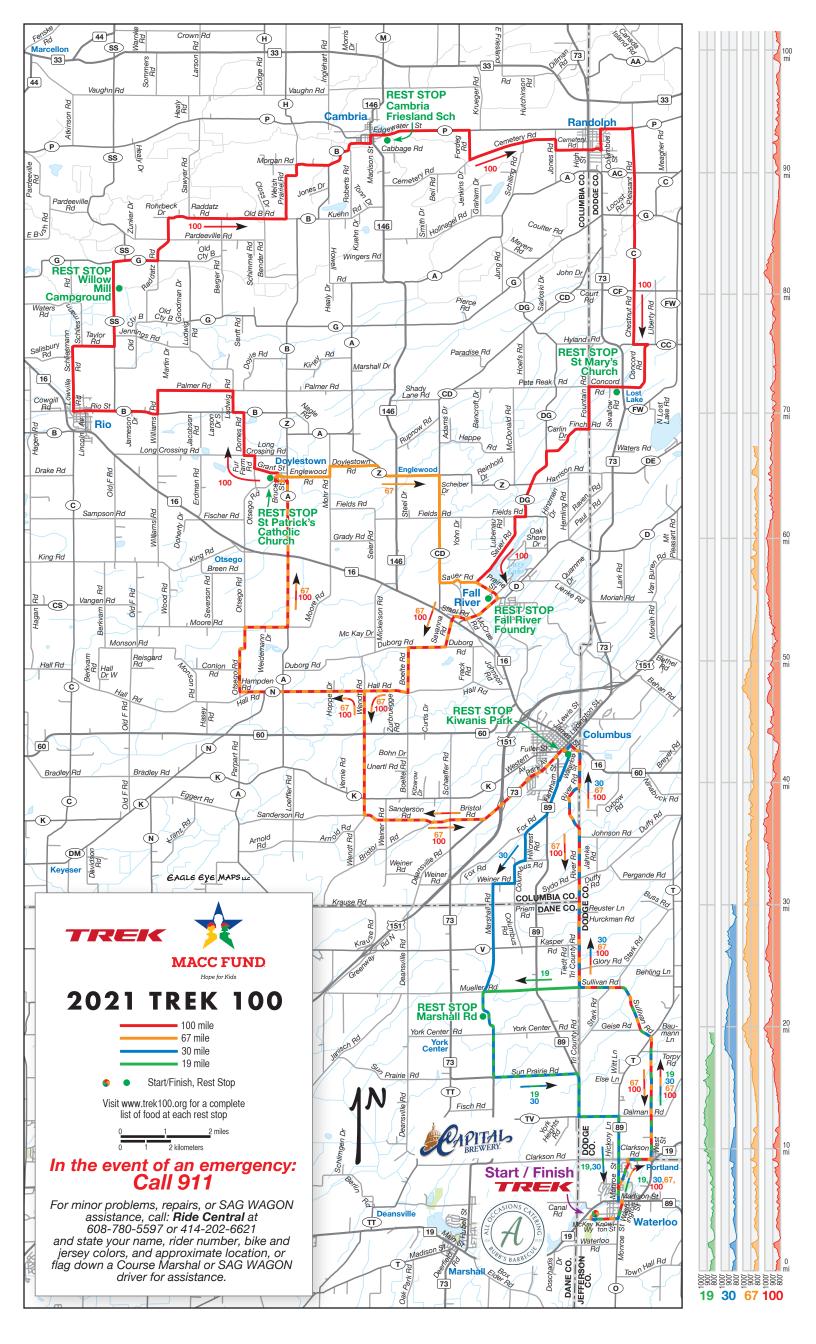
- (4) Seller's Permit: (sec. 77.54 (7m), Wis. Stats.), provides an exemption from Wisconsin sales and use taxes relating to certain sales by a nonprofit organization. Check the box if your organization qualifies for the exemption and therefore is not required to hold a seller's permit.
- (5) Publication: Not required. (sec. 125.04(3)(g), Wis. Stats.)

Fee: Determined by the municipality, but may not exceed \$10. (Exception: No additional fee may be charged if organization is applying for both a Temporary Class "B" and a Temporary "Class B" license for the same event.) (secs. 125.26(6) and 125.51(10), Wis. Stats.)

**Duration:** The day, or consecutive days, that the specified event is in progress. A municipality may issue up to 20 licenses to the same licensee for a single event, if each license is issued for the same date and time. (sec. 125.51(10)(b), Wis. Stats.)

#### Restrictions:

- (1) License may not be issued to individuals. (secs. 125.02 (14), 125.26(6), 125.51(10), Wis. Stats.)
- (2) Licenses to organizations, other than ex-servicemen's organizations, can be issued only for a picnic or similar gathering. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (3) License may cover either a specified area or the entire picnic grounds. (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (4) License issued to a county or district fair must cover the entire fairgrounds (secs. 125.26(6) and 125.51(10), Wis. Stats.)
- (5) No license to clubs having any indebtedness to any wholesaler for more than 15 days for beer (sec. 125.33(7), Wis. Stats.) and 30 days for wine (s. 125.69(4)(b), Wis. Stats.)
- (6) Licensed operator(s) must be present at all times (secs. 125.17, 125.26(6), 125.32(2) Beer; 125.17, 125.51(10), 125.68(2) Wine; Wis. Stats.)
- (7) The licensed club, club members, or any other persons are not permitted to possess intoxicating liquor on licensed premises on the Temporary Class "B"/"Class B" licensed picnic area. (sec. 125.32(6), Wis. Stats.)
- (8) Not more than 2 wine licenses may be issued to any club, county or local fair association, agricultural association, church, lodge, society, chamber of commerce or similar civic or trade organization or veterans' post in any 12 month period. A municipality may issue up to 20 wine licenses to the same licensee if: 1) each license is issued for the same date and times, 2) the licensee is the sponsor of an event held at multiple locations within the municipality on this date and at these times, 3) an admission fee is charged for participation in the event and no additional fee is charged for service of alcohol beverages at the event, and 4) within the immediately preceding 12-month period, the municipality has issued these multiple licenses for fewer than 2 events. In addition, each event for which multiple licenses are issued shall count as one license toward the 2-license limit. (sec. 125.51(10), Wis. Stats.)
- (9) Licensed organizations must purchase their alcohol beverages only from permitted Wisconsin wholesalers, breweries and brewpubs. (secs. 125.33(6), and 125.69(6), Wis. Stats.)



#### 19 mile route - 795'

| Go | onto Road/Street                   | Leg | Total |
|----|------------------------------------|-----|-------|
|    | Start at Trek Bikes, Waterloo      | )   |       |
| R  | McKay Wy                           | 0.1 | 0.1   |
| L  | Knowlton St                        | 0.6 | 0.7   |
| L  | Cty O / Washington St              | 0.4 | 1.1   |
| L  | WI 19 / WI 89 / E Madison St       | 0.1 | 1.2   |
| R  | WI 89 / N Monroe St                | 0.4 | 1.6   |
| R  | E Porter St                        | 0.1 | 1.7   |
| L  | Lum Av                             | 0.6 | 2.3   |
| R  | E Clarkson Rd                      | 0.5 | 2.8   |
| L  | Cty I / West St                    | 2.9 | 5.7   |
| S  | Sullivan Rd                        | 2.4 | 8.1   |
| S  | Muller Rd (across Tri-County Rd)   | 2.2 | 10.3  |
| L  | Marshall Rd                        | 0.7 | 11.0  |
|    | Marshall Rd Rest Stop              | 1.5 | 12.5  |
| L  | Sun Prairie Rd                     | 1.9 | 14.4  |
| R  | WI 89                              | 1.1 | 15.5  |
| L  | to stay on WI 89                   | 0.9 | 16.4  |
| R  | to stay on WI 89 (bc: N Monroe St) | 2.0 | 18.4  |
| L  | WI 89 / E Madison St Waterloo      | 0.1 | 18.5  |
| R  | S Washington St                    | 0.4 | 18.9  |
| R  | Knowlton St                        | 0.5 | 19.4  |
| R  | McKay Wy                           | 0.1 | 19.5  |

## 30 mile route - 690'

Finish Line at Trek Bikes, Waterloo

| 30 mile route - 690' |                                     |     |       |
|----------------------|-------------------------------------|-----|-------|
| Go                   |                                     |     | Total |
|                      | Start at Trek Bikes, Waterloo       |     |       |
| R                    | McKay Wy                            | 0.1 | 0.1   |
| L                    | Knowlton St                         | 0.6 | 0.7   |
| L                    | Cty O / Washington St               | 0.4 | 1.1   |
| L                    | WI 19 / WI 89 / E Madison St        | 0.1 | 1.2   |
| R                    | WI 89 / N Monroe St                 | 0.4 | 1.6   |
| R                    | E Porter St                         | 0.1 | 1.7   |
| L                    | Lum Av                              | 0.6 | 2.3   |
| R                    | E Clarkson Rd                       | 0.5 | 2.8   |
| L                    | Cty I / West St                     | 3.1 | 5.9   |
| R                    | Sullivan Rd                         | 2.1 | 8.0   |
| R                    | Tri-County Rd                       | 2.0 | 10.0  |
| S                    | River Rd                            | 3.8 | 13.8  |
| L                    | WI 16 / WI 60 / E James St Columbus | 0.2 | 14.0  |
| L                    | S Water St                          | 0.2 | 14.2  |
| L                    | E School St                         | 0.1 | 14.3  |
|                      | Kiwanis Park Rest Stop              | 0.1 | 14.4  |
| R                    | Waterloo St                         | 0.6 | 15.0  |
| L                    | WI 89 / Farnham St                  | 0.8 | 15.8  |
| R                    | Fox Rd                              | 0.7 | 16.5  |
| S                    | Hillcrest Rd (bear L)               | 0.7 | 17.2  |
| R                    | Columbus Rd                         | 0.6 | 17.8  |
| R                    | Weiner Rd                           | 0.5 | 18.3  |
| L                    | Marshall Rd                         | 3.2 | 21.5  |
|                      | Marshall Rd Rest Stop               | 1.5 | 23.0  |
| L                    | Sun Prairie Rd                      | 2.0 | 25.0  |
| R                    | WI 89                               | 1.0 | 26.0  |
| L                    | to stay on WI 89                    | 1.0 | 27.0  |
| R                    | to stay on WI 89 (bc: N Monroe St)  | 1.9 | 28.9  |
| L                    | WI 89 / E Madison St Waterloo       | 0.1 | 29.0  |
| R                    | Cty O / S Washington St             | 0.5 | 29.5  |
| R                    | Knowlton St                         | 0.5 | 30.0  |
| R                    | McKay Wy                            | 0.1 | 30.1  |

Finish Line at Trek Bikes, Waterloo

| 67 mile route - 2332' |                                     |     |       |
|-----------------------|-------------------------------------|-----|-------|
| Go                    | onto Road/Street                    | Leg | Total |
|                       | Start at Trek Bikes, Waterloo       | )   |       |
| R                     | McKay Wy                            | 0.1 | 0.1   |
| L                     | Knowlton St                         | 0.6 | 0.7   |
| L                     | Cty O / Washington St               | 0.4 | 1.1   |
| L                     | WI 19 / WI 89 / E Madison St        | 0.1 | 1.2   |
| R                     | WI 89 / N Monroe St                 | 0.4 | 1.6   |
| R                     | E Porter St                         | 0.1 | 1.7   |
| L                     | Lum Av                              | 0.6 | 2.3   |
| R                     | E Clarkson Rd                       | 0.5 | 2.8   |
| L                     | Cty I / West St                     | 2.8 | 5.6   |
| S                     | Sullivan Rd                         | 2.5 | 8.1   |
| R                     | Tri-County Rd                       | 1.9 | 10.0  |
| S                     | River Rd                            | 3.8 | 13.8  |
| L                     | WI 16 / WI 60 / E James St Columbus | 0.2 | 14.0  |
| L                     | S Water St                          | 0.2 | 14.2  |
| L                     | E School St                         | 0.1 | 14.3  |
|                       | Kiwanis Park Rest Stop              | 0.1 | 14.4  |
| L                     | WI 89 / WI 73 / S Ludington St      | 0.1 | 14.5  |
| S                     | WI 73 / Park Av / Deansville Rd     | 2.3 | 16.8  |
| R                     | Bristol Rd                          | 1.3 | 18.1  |
| R                     | Sanderson Rd                        | 1.6 | 19.7  |
| R                     | Wendt Rd                            | 2.9 | 22.6  |
| L                     | Hall Rd                             | 2.7 | 25.3  |
| S                     | Hampden Rd                          | 0.2 | 25.5  |
|                       |                                     |     |       |

#### 67 mile route - continued

Co | onto Dood/Chr

| Go                                  | onto Road/Street                         | Leg | Total |
|-------------------------------------|--|-----|-------|
| R                                   | Otsego Rd                                | 1.6 | 27.1  |
| R                                   | Moore Rd                                 | 1.0 | 28.1  |
| L                                   | Cty A                                    | 3.4 | 31.5  |
| L                                   | Lincoln St Doylestown                    | 0.3 | 31.8  |
| R                                   | Bruce St                                 | 0.1 | 31.9  |
| L                                   | Park St                                  | 0.0 | 31.9  |
|                                     | St Patrick's Catholic Church Rest Stop   | 0.0 | 31.9  |
| R                                   | Park St                                  | 0.0 | 31.9  |
| L                                   | Railroad St                              | 0.1 | 32.0  |
| L                                   | Metcalf St                               | 0.0 | 32.0  |
| R                                   | Columbus St                              | 0.3 | 32.3  |
| S                                   | Englewood Rd (across Cty A)              | 0.9 | 33.2  |
| L                                   | Mohr Rd                                  | 0.3 | 33.5  |
| R                                   | Doylestown Rd                            | 1.1 | 34.6  |
| R                                   | Cty Z                                    | 1.6 | 36.2  |
| R                                   | Cty CD                                   | 2.5 | 38.7  |
| L                                   | Sauer Rd                                 | 0.9 | 39.6  |
| R                                   | Prairie St Fall River                    | 0.6 | 40.2  |
| R                                   | Cty D / S Main St                        | 0.8 | 41.0  |
|                                     | Fall River Foundry Rest Stop             | 0.1 | 41.1  |
| R                                   | Steel Rd                                 | 0.4 | 41.5  |
| S                                   | Savanna Rd                               | 0.7 | 42.2  |
| R                                   | Duborg Rd                                | 0.8 | 43.0  |
| L                                   | Boelte Rd                                | 1.1 | 44.1  |
| R                                   | Hall Rd                                  | 1.0 | 45.1  |
| L                                   | Wendt Rd                                 | 2.9 | 48.0  |
| Ē                                   | Sanderson Rd                             | 1.6 | 49.6  |
| Ē                                   | Bristol Rd                               | 1.3 | 50.9  |
| L                                   | WI 73 / Park Av / Deansville Rd Columbus | 2.3 | 53.2  |
| S                                   | WI 89 / WI 73 / S Ludington St           | 0.1 | 53.3  |
| R                                   | E School St                              | 0.1 | 53.4  |
|                                     | Kiwanis Park Rest Stop                   | 0.0 | 53.4  |
| L                                   | S Water St                               | 0.2 | 53.6  |
| R                                   | WI 16 / WI 60 / E James St               | 0.2 | 53.8  |
| R                                   | River Rd                                 | 3.3 | 57.1  |
| S                                   | Tri-County Rd                            | 2.4 | 59.5  |
| L                                   | Sullivan Rd                              | 2.5 | 62.0  |
| S                                   | Cty I                                    | 2.8 | 64.8  |
| R                                   | E Clarkson Rd                            | 0.6 | 65.4  |
| L                                   | Lum Av                                   | 0.6 | 66.0  |
| R                                   | E Porter St                              | 0.0 | 66.0  |
| L                                   | WI 89 / N Monroe St                      | 0.4 | 66.4  |
| L                                   | WI 89 / E Madison St Waterloo            | 0.4 | 66.5  |
| R                                   | Cty O / S Washington St                  | 0.1 | 67.0  |
| R                                   |  |     |       |
|                                     | Knowlton St                              | 0.5 | 67.5  |
| R                                   | McKay Wy                                 | 0.1 | 67.6  |
| Finish Line at Trek Bikes, Waterloo |  |     |       |

100 mile route - 3495'

#### Go onto Road/Street Leg Total Start at Trek Bikes, Waterloo R McKay Wy 0.1 0.1 L Knowlton St 0.6 0.7 L Cty O / Washington St 0.4 1.1 WI 19 / WI 89 / E Madison St 0.1 1.2 L R WI 89 / N Monroe St R E Porter St 0.4 1.6 0.1 1.7 L Lum Av 0.6 2.3

| R | E Clarkson Rd                          | 0.5 | 2.8  |
|---|--|-----|------|
| L | Cty I / West St                        | 2.8 | 5.6  |
| S | Sullivan Rd                            | 2.5 | 8.1  |
| R | Tri-County Rd                          | 1.9 | 10.0 |
| S | River Rd                               | 3.8 | 13.8 |
| L | WI 16 / WI 60 / E James St Columbus    | 0.2 | 14.0 |
| L | S Water St                             | 0.2 | 14.2 |
| L | E School St                            | 0.2 | 14.4 |
|   | Kiwanis Park Rest Stop                 | 0.1 | 14.4 |
| L | WI 89 / WI 73 / S Ludington St         | 0.1 | 14.5 |
| S | WI 73 / Park Av / Deansville Rd        | 2.3 | 16.8 |
| R | Bristol Rd                             | 1.3 | 18.1 |
| R | Sanderson Rd                           | 1.6 | 19.7 |
| R | Wendt Rd                               | 2.9 | 22.6 |
| L | Hall Rd                                | 2.7 | 25.3 |
| S | Hampden Rd                             | 0.2 | 25.5 |
| R | Otsego Rd                              | 1.6 | 27.1 |
| R | Moore Rd                               | 1.0 | 28.1 |
| L | Cty A                                  | 3.4 | 31.5 |
| L | Lincoln St Doylestown                  | 0.3 | 31.8 |
| R | Bruce St                               | 0.0 | 31.8 |
|   | St Patrick's Catholic Church Rest Stop | 0.1 | 31.9 |
| S | Railroad St                            | 0.1 | 32.0 |
| L | Metcalf St                             | 0.1 | 32.1 |
| L | Grant St                               | 0.6 | 32.7 |
| R | Fur Farm Rd                            | 0.3 | 33.0 |
| L | Long Crossing Rd                       | 0.2 | 33.2 |
| R | Domes Rd                               | 1.0 | 34.2 |
|   |  |     |      |

0.3 34.5

L Cty B

|        | 100 mile route - continu                      | ued        |              |
|--------|---|------------|--------------|
| Go     | onto Road/Street                              | Leg        | Total        |
| R      | Ludwig Rd                                     | 0.5        | 35.0         |
| L      | Palmer Rd                                     | 1.7        | 36.7         |
| S      | Williams Rd                                   | 0.6        | 37.3         |
| R      | Old Z Rd                                      | 1.0        | 38.3         |
| S      | E/W Rio St Rio                                | 0.9        | 39.2         |
| R      | Lowville Rd                                   | 0.3        | 39.5         |
| S      | Schliesmann Rd                                | 1.5        | 41.0         |
| S      | Taylor Rd                                     | 0.7        | 41.7         |
| L      | Cty SS  | 1.3        | 43.0         |
| R      | Willow Mill Campground Rest Stop  Cty G       | 1.0        | 43.7         |
| L      | Raddatz Rd                                    | 2.4        |              |
| S      | Old B Rd                                      | 1.5        | 47.1<br>48.6 |
| L      | Welsh Prairie Rd                              | 1.5        | 50.1         |
| R      | Morgan Rd                                     | 0.7        | 50.8         |
| L      | Cty B   | 0.9        | 51.7         |
| S      | W Commerce St Cambria                         | 0.4        | 52.1         |
| L      | S Madison St / Cty P                          | 0.2        | 52.3         |
| R      | Cty P / E Edgewater St                        | 0.3        | 52.6         |
|        | Cambria Friesland School Rest Stop            | 2.0        | 54.6         |
| R      | Fordeg Rd                                     | 0.7        | 55.3         |
| L      | Cemetery Rd                                   | 2.1        | 57.4         |
| R      | Jones Rd                                      | 0.2        | 57.6         |
| L      | Cemetery Rd Randolph                          | 0.5        | 58.1         |
| S      | W Stroud St                                   | 0.5        | 58.6         |
| R      | to stay on E Stroud St                        | 0.1        | 58.7         |
| L      | N Columbus St                                 | 0.5        | 59.2         |
| R      | E Cambria St                                  | 0.7        | 59.9         |
| R      | Pleasant Rd                                   | 2.1        | 62.0         |
| S      | Cty C   | 1.7        | 63.7         |
| S      | Chestnut Rd                                   | 1.3        | 65.0         |
| L<br>R | Cty CC  | 0.3        | 65.3         |
| K      | Concord Rd  St Mary's Church Rest Stop        | 1.5<br>0.7 | 66.8         |
| L      | Fountain Rd                                   | 1.0        | 68.5         |
| R      | Finch Rd                                      | 1.3        | 69.8         |
| L      | Cty DG  | 1.7        | 71.5         |
| R      | Fields Rd                                     | 0.2        | 71.7         |
| L      | Sauer Rd                                      | 1.9        | 73.6         |
| L      | Prairie St Fall River                         | 0.6        | 74.2         |
| R      | Cty D / S Main St                             | 0.8        | 75.0         |
|        | Fall River Foundry Rest Stop                  | 0.1        | 75.1         |
| R      | Steel Rd                                      | 0.4        | 75.5         |
| S      | Savanna Rd                                    | 0.7        | 76.2         |
| R      | Duborg Rd                                     | 0.8        | 77.0         |
| L      | Boelte Rd                                     | 1.1        | 78.1         |
| R      | Hall Rd                                       | 1.0        | 79.1         |
| L      | Wendt Rd                                      | 2.9        | 82.0         |
| L      | Sanderson Rd                                  | 1.6        | 83.6         |
| L      | Bristol Rd                                    | 1.3        | 84.9         |
| L      | WI 73 / Park Av / Deansville Rd Columbus      | 2.3        | 87.2         |
| S<br>R | WI 89 / WI 73 / S Ludington St<br>E School St | 0.1        | 87.3<br>87.4 |
|        | Kiwanis Park Rest Stop                        | 0.0        | 87.4         |
| L      | S Water St                                    | 0.0        | 87.6         |
| R      | WI 16 / WI 60 / E James St                    | 0.2        | 87.8         |
| R      | River Rd                                      | 2.8        | 90.6         |
| S      | Tri-County Rd                                 | 2.9        | 93.5         |
| L      | Sullivan Rd                                   | 2.5        | 96.0         |
| S      | Cty I   | 2.8        | 98.8         |
| R      | E Clarkson Rd                                 | 0.6        | 99.4         |
| L      | Lum Av  | 0.6        | 100.0        |
| R      | E Porter St                                   | 0.0        | 100.0        |
| L      | WI 89 / N Monroe St                           | 0.4        | 100.4        |
| L      | WI 89 / E Madison St Waterloo                 | 0.1        | 100.5        |
| R      | Cty O / S Washington St                       | 0.5        | 101.0        |
| R      | Knowlton St                                   | 0.5        | 101.5        |
| R      | McKay Wy                                      | 0.1        | 101.6        |
|        | Finish Line at Trek Bikes, Water              | loo        |              |

Finish Line at Trek Bikes, Waterloo





## In the event of an emergency:

For minor problems, repairs, or SAG WAGON assistance, call: Ride Central at 608-780-5597 or 414-202-6621 and state your name, rider number, bike and jersey colors, and approximate location, or flag down a Course Marshal or SAG WAGON driver for assistance.