



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 18, 2022 – 7:00 p.m.
Participate Remotely Or In-Person
Updated 8/16/2022 11:40pm

Join Zoom Meeting: <https://us02web.zoom.us/j/84692505667?pwd=QnRKWFICZk54Q1hMKzd5cGFaQzZGZz09>
Meeting ID: 846 9250 5667 Passcode: 028819
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 AND ROLL CALL
- 2) MEETING MINUTES APPROVAL: August 4, 2022
- 3) CITIZEN INPUT / PUBLIC COMMENT
- 4) OLD BUSINESS
- 5) MEETING SUMMARIES (since last Council meeting)
 - a) 08/16/2022 Community Development Authority
 - b) 08/18/2022 Finance, Insurance & Personnel Committee
- 6) CONSENT AGENDA ITEMS
 - a) June Reports of City Officials & Contract Service Providers
 - i) Parks
 - ii) Fire & Emergency Medical Services
 - iii) Building Inspections
 - iv) Public Works
 - v) Police
 - vi) Library Board
 - vii) Water & Light Utility Commission
 - viii) Watertown Humane Society
 - ix) Cable Television
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Waterloo Utilities
 - i) Industrial Sewer Agreements – Final
 - b) Finance, Insurance & Personnel
 - i) June 2022 Financial Statements: General Disbursements \$824,227.05; Payroll \$82,316.02 & Clerk/Treasurer's Reports [[see on municipal website](#)]
 - ii) Resolution 2022-28 Establishing a 2023 municipal Vehicle Registration Fee Status Per adopted Ordinance #2019-08
 - iii) Lateral Entry into Waterloo PD – Compensation discussion [NOTE: Council may meet in closed session per Wis. Stat. 19.85 (1)(c) "considering employment, promotion, compensation or performance evaluation data of an public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Council will reconvene in open session.]
- 8) NEW BUSINESS
 - a) Class A Beer, Liquor & Cider License Applications Along With a Cigarette License Application For The Period 8/10/2022 – 6/30/2023. Piggly Wiggly Store/Day's Family Foods INC. 810 N Monroe St. Waterloo Nathan Perry Agent.

9) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

- a) Proposal to do an assessment for TID#4 and discuss closure

10) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

Posted & Emailed: 08/15/2022

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: August 4, 2022

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

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE & ROLL CALL. Mayor Quimby called the meeting to order at 7:00 p.m. Alderpersons present: Cummings, A. Kuhl, C. Kuhl, Griffin, Thomas. Alderpersons attending remotely: Petts. Absent: Weihert. Others attending remotely or in-person: Police Chief Sorenson; Treasurer/ Deputy Clerk Tschanz; Utility Supervisor Sorenson; Library Director Kelli Mountford; DPW Director Yerges; Clerk Jeanne Ritter and WLOO videographers. The pledge of allegiance was recited.
- 2) MEETING MINUTES APPROVAL: July 21, 2022 [Cummings/C. Kuhl] VOICE VOTE: Motion Carried. Petts abstain
- 3) CITIZEN INPUT / PUBLIC COMMENT – none
- 4) OLD BUSINESS
- 5) MEETING SUMMARIES (since last Council meeting)
 - a) 07/25/2022 Fire/EMS Meeting - none
 - b) 07/28/2022 Plan Commission – Cancelled
 - c) 07/28/2022 Library Board – 2023 budget/ carpet. Good summer numbers.
 - d) 08/01/2022 Special Finance Meeting – Finance met with the Supporters. Currently there are 2 supporter accounts. Discussion on ordinances.
 - e) 08/02/2022 Waterloo Water & Light – Discussion of sewer rates. Still waiting on 1 industrial agreement to be signed.
 - f) 08/03/2022 Parks Commission – Discussion on 2023 budget
 - g) 08/04/2022 Public Safety & Health Committee on agenda
 - h) 08/04/2022 Public Works & Property Committee - Road construction updates.
- 6) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Public Safety & Health Committee
 - i) Wiener & Kraut 5K/2M Friends of KJML 9/10/2022 [Thomas/Cummings] VOICE VOTE: Motion carried. Pending confirmation of insurance.
 - ii) Wiener & Kraut Day, Waterloo Business Association 9/10/2022 [Thomas/Griffin] VOICE VOTE: Motion carried. Currently waiting on insurance from Association.
 - iii) Lateral Entry into Waterloo PD – Compensation discussion [NOTE: Council may meet in closed session per Wis. Stat. 19.85 (1)(c) “considering employment, promotion, compensation or performance evaluation data of a public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Council will reconvene in open session.] Recommend to send to finance. [Thomas/C. Kuhl] VOICE VOTE: Motion carried.
 - iv) Request to Hire Morgan Matz as part time officer. Special Events and fill in as needed. [Thomas/Cummings] VOICE VOTE: Motion carried.
 - b) Public Works
 - i) Ordinance 2022-11 Update Culvert 184-4 [Weihert/A.Kuhl] VOICE VOTE: Motion carried.
 - ii) Ordinance 2022-12 Update Weed Notice 261-3 [Weihert/Cummings] C. Kuhl would like to see correct gender in ordinance. Weihert corrected motion to include gender neutral. VOICE VOTE: Motion carried.
- 7) NEW BUSINESS
 - a) Resolution 2022-27 Authorize 2022 Debt - Request for Bids for \$1,940,000 for various Capital Projects Proposals. Capital Bank has the lowest rate. [Cummings/C. Kuhl] VOICE VOTE: Motion carried.
 - b) Ordinance 2022-10 Amending Municipal Code Section §53-4 Budget Revising the Budget Deliberation Sequence. [Thomas/Weihert] VOICE VOTE: Motion carried. Change wording add shall and change establishing to establish.
 - c) Resolution 2022-26 Use of Street and Alleys – This is part of the USDA grant. [Thomas/Griffin] VOICE VOTE: Motion carried.
 - d) Agreement to Freeze Selling 333 Portland Rd for 60 days while working on Developer Agreement with Nate Snyder. [Cummings/Weihert] VOICE VOTE: Motion carried. Griffin abstain.
 - e) Approval of Extra-Territorial CSM Map for Kurt and Kyle Skalitzky division of property. [Weihert/Cummings] VOICE VOTE: Motion carried.
 - f) Proclamation Recognizing McKay Nursery for 125 years in Business

- g) Proclamation Recognizing F & M Bank for 125 years in Business
 - h) Approve new Library Board Member Miriam Schilling [A.Kuhl/Cummings] VOICE VOTE: Motion carried.
- 8) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS – Election on Tuesday. Next meeting the Mayor will be out at a meeting but will attend remotely. Alderperson Thomas will be in charge of the meeting.
- 9) ADJOURNMENT [C. Kuhl/Thomas] VOICE VOTE: Motion carried. 7:35 pm

Attest:

Jeanne Ritter Clerk/Deputy Treasurer



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PARKS COORDINATOR REPORT

April 2022 – August 2022

EVENTS AND HIGHLIGHTS

- JULY 4TH – Cancelled
- SUMMER CONCERTS – Successful
- VOLLEYBALL LEAGUE – Successful

ONGOING PROJECTS

- BATHROOM RENOVATION
 - Stalls installed
 - Lighting installed
 - Venting being installed end of week
- DUG-OUT/PRESS BOX RENOVATIONS
 - Waiting on fencing to be completed

FINISHED PROJECTS

- LOWER PAVILION WORK
- FENCE PROJECT
- PLAYGROUND EQUIPMENT
- RED DOOR REPLACEMENT

CAROUSEL

- CAROUSEL WORKS (OHIO)
 - Coming in early November to go over Carousel

PROJECTS FOR 2022

- LOWER PARKING LOT PAVING
 - Paving area in front of concession stand over to the Carousel
- KITCHEN RENOVATION
 - Updating Kitchen for possible rentals
- AIR CONDITION UPDATES
 - New AC at Waterloo Regional Trailhead
 - Updating AC in Park Pavilion

DONATION CAMPAIGNS

GRANT OPPORTUNITIES



Invoice

Invoice Number: 0088361-IN
 Invoice Date: 07/31/22
 Terms: Net 30 Days
 Due Date: 08/30/22

Salesperson: 0000
 Customer Number: 11-WATERL2
 Customer P.O.:

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

WI Invoicing

Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
Permit # 22WTRC-0053-22-05E	801 West Madison Street, Waterloo, WI 53594			Electrical Permit - Commercial
Electrical- New Building/Additon/Alte	256.83	07/06/22	60.00	154.10
22WTRC-0053-22-05E Subtotal	<i>May</i>			154.10
Permit # 22WTRC-0062-22-06H	301 Gregor Street, Waterloo, WI 53594			HVAC Permit
HVAC- Replacement & Misc. Items-	50.00	07/31/22	60.00	30.00
22WTRC-0062-22-06H Subtotal	<i>June</i>			30.00
Permit # 22WTRC-0070-22-06B	380 Adams Street, Waterloo, WI 53594			Fence
Other Fee- Residential	50.00	07/01/22	60.00	30.00
22WTRC-0070-22-06B Subtotal	<i>June</i>			30.00
Permit # 22WTRC-0073-22-07PLOS	135 West Madison Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Latei	60.00	07/08/22	60.00	36.00
22WTRC-0073-22-07PLOS Subtotal	✓			36.00
Permit # 22WTRC-0074-22-07PLOS	466 East Madison Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Latei	60.00	07/08/22	60.00	36.00
22WTRC-0074-22-07PLOS Subtotal	✓			36.00
Permit # 22WTRC-0075-22-07PLOS	310 North Monroe Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Latei	60.00	07/08/22	60.00	36.00
22WTRC-0075-22-07PLOS Subtotal	✓			36.00
Permit # 22WTRC-0076-22-07B	200 McKay Way, Waterloo, WI 53594			Fence
Other Fee- Residential	50.00	07/07/22	60.00	30.00
22WTRC-0076-22-07B Subtotal	✓			30.00
Permit # 22WTRC-0077-22-07BE	1055 Bluegrass Trail, Waterloo, WI 53594			Residential Addition
Electrical- Replacement & Misc. Ite	50.00	07/08/22	60.00	30.00
Residential New Dwelling/Additon	125.00	07/08/22	60.00	75.00
22WTRC-0077-22-07BE Subtotal	✓			105.00
Permit # 22WTRC-0078-22-07B	130 Minnetonka Way, Waterloo, WI 53594			Fence
Other Fee- Residential	50.00	07/08/22	60.00	30.00
22WTRC-0078-22-07B Subtotal	✓			30.00

Continued



Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
Permit # 22WTRC-0079-22-07PLOS	367 North Monroe Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Later ✓	60.00	07/08/22	60.00	36.00
22WTRC-0079-22-07PLOS Subtotal				36.00
Permit # 22WTRC-0080-22-07H	801 West Madison Street, Waterloo, WI 53594			HVAC Permit - Commercial
HVAC- New Building/Additon/Alterat ✓	256.83	07/08/22	60.00	154.10
22WTRC-0080-22-07H Subtotal				154.10
Permit # 22WTRC-0081-22-07H	801 West Madison Street, Waterloo, WI 53594			HVAC Permit - Commercial
HVAC- New Building/Additon/Alterat ✓	434.93	07/08/22	60.00	260.96
22WTRC-0081-22-07H Subtotal				260.96
Permit # 22WTRC-0082-22-07H	1095 Goehl Road, Waterloo, WI 53594			HVAC Permit
HVAC- Replacement & Misc. Items- ✓	50.00	07/20/22	60.00	30.00
22WTRC-0082-22-07H Subtotal				30.00
Permit # 22WTRC-0083-22-07OS	350 South Washington Street, Waterloo, WI 535			Plumbing Permit
Plumbing- Replacement & Misc. Iten ✓	60.00	07/20/22	60.00	36.00
22WTRC-0083-22-07OS Subtotal				36.00
Permit # 22WTRC-0085-22-07BEPH	1145-1155 Bluegrass Trail, Waterloo, WI 53594			EW SINGLE FAMILY DWELLING
State Seal Fee	41.00	07/21/22	60.00	24.60
Residential New Dwelling/Additon	1,589.28	07/21/22	60.00	953.57
Erosion Control - New - Residential	125.00	07/21/22	60.00	75.00
Occupancy Permit- Residential ✓	120.00	07/21/22	60.00	72.00
Plumbing- New Building/Addition/Alt	461.24	07/21/22	60.00	276.74
New Home OS Sewer & Water Later	60.00	07/21/22	60.00	36.00
Electrical- New Building/Additon/Alte	461.24	07/21/22	60.00	276.74
Electrical- Replacement & Misc. Iten	50.00	07/21/22	60.00	30.00
HVAC- New Building/Additon/Alterat	461.24	07/21/22	60.00	276.74
22WTRC-0085-22-07BEPH Subtotal				2,021.39
Permit # 22WTRC-0086-22-07PLOS	646 North Monroe Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Later	60.00	07/22/22	60.00	36.00
22WTRC-0086-22-07PLOS Subtotal				36.00
Permit # 22WTRC-0088-22-07B	585 South Monroe Street, Waterloo, WI 53594			Accessory Structure (Residenti
Accessory Structure- Residential Aug	100.80	07/29/22	60.00	60.48
22WTRC-0088-22-07B Subtotal				60.48
Permit # 22WTRC-0089-22-07B	435 Jefferson Street, Waterloo, WI 53594			Window/Door Replacement
Other Fee- Residential Aug	85.00	07/29/22	60.00	51.00
22WTRC-0089-22-07B Subtotal				51.00
Permit # 22WTRC-0090-22-07PLOS	217 Van Buren Street, Waterloo, WI 53594			Outside Sewer
New Home OS Sewer & Water Later	60.00	07/29/22	60.00	36.00
22WTRC-0090-22-07PLOS Subtotal				36.00

WI Invoicing Aug

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

Net Invoice:	3,209.03
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,209.03



Fee Type	Amount Paid	Paid Date	% Due to 3rd Party	Amount Due to 3rd Party
Summary Fee Type				
ItemCode	Description			Amount
/PERMITS	Building Permits			3,209.03
Total				3,209.03

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

Net Invoice:	<u>3,209.03</u>
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	3,209.03

WATERLOO POLICE DEPARTMENT OFFICER'S DAILY -JULY

Patrol:	651.75
Investigative:	98
Radar:	112.50
Court:	2

Office:	265.25
Special:	17.50
School/Training:	4.00
On Call:	

Total Hours Worked: 1151.00

COMPLAINTS	
Family:	0
Off Road Vehicles:	1
Vandalism:	1
Minor Theft - \$500:	1
Major Theft + \$500:	0
Burglary:	0
Doors Found Open:	2
Animal Case:	10
Late Bar Closings:	0
Alarms:	3
Loud Music/Parties:	0
Tavern Complaints:	0
Prowler Complaints:	0
Battery to Person:	0
Domestic Abuse:	0
Sexual Assault:	1
Runaways:	2
Worthless Checks:	0
All Other Complaints:	67
TOTAL COMPLAINTS:	88

ACCIDENTS	
More than \$1,000:	4
Less than \$1,000:	1
Pedestrian Accidents:	0
Bicycle Accidents:	1
Number Injured:	6
Number Killed:	0
TOTAL ACCIDENTS:	6

ASSISTS	
Assist Jefferson County:	4
Assist Dodge County:	5
Assist Dane County:	0
Assist Marshall PD:	3
Assist Fire/Rescue:	40
Assist Other Agencies:	3
Assist Public:	66
Assist With Escort:	2
Assist All Others:	17
TOTAL ASSISTS:	140

	Warnings	Arrests
Speeding:	23	7
Too Fast For Conditions:	0	0
Inattentive Driving:	0	1
Failure to Yield:	0	0
Stop Sign Violation:	4	0
Illegal Passing:	3	0
No Driver's License:	0	7
Illegal Parking:	1	8
Left of Highway:	0	0
Drunk Driving:	0	0
Unregistered Vehicle:	0	5
Driving While Sus/Rev:	0	3
Hit And Run:	0	0
Off Road Vehicle:	0	0
Power Display:	0	0
Equipment:	27	4
Illegal "U" Turn:	0	0
Following Too Close:	0	0
Seatbelt Violation:	0	2
ALL OTHER TRAFFIC:	7	9
TOTAL	0	0

INQUIRIES/CHECKS	
Registration Checks:	605
D.L. Checks:	379
NCIC/CIB/VIN Checks:	35
Check Welfare:	18
TOTAL INQUIRIES:	1037

MISCELLANEOUS	
Personal Contacts:	
Investigations/Follow-up:	117
Traffic Control:	37
Radar Operations:	107
Special Assignment:	2
Speech/Presentation:	0
Serve Papers:	0
Other Miscellaneous:	0
TOTAL:	343

Disorderly Conduct:	0	0
Underage Alcohol:	0	0
Warrants:	0	0
Theft:	0	0
Trespassing:	0	0
Burglary/Break & Enter:	0	0
Vandalism:	0	0
ALL OTHER MIS/CRIM:	8	1
TOTALS:	73	49

Waterloo Police Department Fleet Maintenance Report

VIN	1FM5K8ABOLGB67	For Period	7/1-7/31
Year	2017	Fuel Cost	\$1,080.33
Vehicle Description		Miles per gallon	9.44

Date	Fuel	Fuel Cost	Mileage	Maintenance Items	Main. Cost	Officer
7/1/2022	10.442	\$46.98	63930			5
7/2/2022	7.485	\$33.68	63998			12
7/3/2022	9.925	\$40.00	64094			8
7/3/2022	6.757	\$30.40	64152			14
7/4/2022	6.238	\$28.06	64208			11
7/6/2022	9.979	\$40.00	64282			11
7/6/2022	7.7	\$33.87	64360			12
7/7/2022	6.766	\$29.76	64422			5
7/8/2022	10.106	\$44.46	64500			5
7/9/2022	7.846	\$34.51	64573			10
7/10/2022	10.291	\$43.21	64671			10
7/11/2022	8.276	\$34.75	64777			10
7/12/2022	7.15	\$30.01	64849			11
7/13/2022	7.626	\$32.03	64918			11
7/14/2022	7.7	\$32.33	64992			10
7/15/2022	11.818	\$48.44	65119			5
7/16/2022	7.562	\$31.00	65207			10
7/17/2022	7.806	\$32.00	65296			10
7/18/2022	8.32	\$34.24	65378			10
7/19/2022	8	\$34.00	65461			10
7/20/2022	9.502	\$38.00	65538			11
7/21/2022	10.559	\$41.17	65654			5
7/22/2022	7.438	\$29.00	65719			10
7/23/2022	8.471	\$33.03	65808			5
7/24/2022	8.659	\$32.90	65886			5
7/25/2022	8.392	\$31.88	65970			5
7/27/2022	6.8	\$27.22	66032			14
7/28/2022	7.938	\$30.16	66106			14
7/29/2022	6.06	\$23.02	66163			11
7/30/2022	6.582	\$25.01	66339			11

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2022

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
No Category						
	Assist Watertown Police Department	0	0	1	0	0
	Assist citizen	0	0	1	0	0
	Blank Description	0	0	0	0	2
	assist human services	0	0	1	0	0
	Total for No Category:	0	0	3	0	2
ASSIST						
	Assist Business	0	0	1	0	1
	Assist Citizen	1	2	13	2	33
	Assist Dane County Sheriff	0	0	1	0	3
	Assist Dodge County Sheriff	2	1	9	1	14
	Assist Jefferson County Sheriff	0	1	4	0	8
	Assist Marshall PD	2	2	13	1	19
	Assist Motorist	0	0	1	0	0
	Assist Public Works	0	0	0	0	1
	Assist Social Services	0	2	10	1	16
	Assist Watertown PD	0	0	0	0	2
	Assist/School District	0	0	0	0	3
	Civil Dispute	0	0	0	1	2
	Custody for Other Department	0	0	0	0	4
	EMS Calls	1	0	3	0	2
	Fire Calls	0	0	2	0	1
	Neighbor Problems	0	1	1	0	1
	Other Mutual Aid Assists	0	0	1	0	3
	Probation/Parole Check Ins	0	0	0	0	1
	Total for ASSIST:	6	9	59	6	114
CRIMINAL						
	Abuse of Elderly/Vulnerable	0	0	1	0	1
	Bail Jumping/Escapes	0	0	3	1	1
	Battery to Police Officer/Fireman	0	0	1	0	1
	Burglary - Attempted Residential	0	0	0	1	3
	Burglary - Non-Residential/Forced	0	0	1	0	0
	Burglary - Residential/Forced	0	0	0	0	2
	Burglary - Residential/No Force	0	0	0	0	1
	Computer Crimes	1	0	2	0	1
	Criminal Damage To Property/vandalism	2	0	8	0	8
	Disorderly Conduct - All Other	0	0	4	2	9
	Disorderly Conduct - Fight, Disturbance	0	0	1	1	4
	Domestic Disturbance	0	0	4	1	13
	Domestic Offense - Child Abuse/Neglect	1	0	1	0	1
	Domestic Offense - Spousal Abuse/Fights	0	0	0	0	1

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2022

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
CRIMINAL						
	Drug Investigations	0	0	3	0	4
	Drug Paraphernalia Possession	0	0	0	1	3
	Drug Possession	0	1	2	0	7
	Fraud	1	0	4	0	7
	Harassment - Harassing Telephone Calls	0	0	0	0	3
	Harassment - Stalking	0	0	0	0	1
	Harassment - Threats	0	0	4	0	4
	Indecent Language/Conduct	0	0	0	0	1
	Interfere with Child Custody	0	0	2	0	1
	Obstruct/Resist Police Officer	0	1	2	0	0
	Operate Vehicle Without Owner's Consent	0	0	0	0	1
	Other Sex Offenses	1	0	3	0	6
	Probation Hold	0	0	0	0	1
	Probation/Parole Violation	0	0	1	0	1
	Robbery - Armed	0	0	0	0	1
	Simple Battery	0	0	0	0	4
	Suicide - Attempts/Threats	0	0	1	0	1
	Theft - All Other	2	1	12	1	20
	Theft - Bicycles	0	2	3	0	1
	Theft - From Building	0	0	1	1	2
	Theft - From a Motor Vehicle	0	0	0	1	5
	Theft - Motor Vehicle Parts/Accessories	0	0	1	1	6
	Theft - Retail/Shoplifting	0	2	3	0	4
	Theft of Library Materials	0	0	0	0	1
	Trespassing	0	2	3	0	1
	Total for CRIMINAL:	8	9	71	11	132
ORDINANCE						
	Abandoned Property/Vehicle Violation	0	0	0	0	3
	All-Terrain Vehicle Violation	0	0	0	1	3
	Animal Bite	2	1	5	0	9
	Animal Noise Complaint	0	0	0	0	1
	Animal Running at Large	1	0	1	0	2
	Burning Violation	0	0	1	0	0
	Disturbance	0	0	3	1	11
	Fireworks Violation	0	0	0	2	2
	Harassment	0	0	0	1	2
	Littering Violation	0	0	0	0	2
	Municipal Code Violation	1	0	1	0	2
	Possession of Tobacco by Minor	0	0	1	0	10
	Public Nuisance Violations	0	0	0	0	1

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2022

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
ORDINANCE						
	Truancy	0	0	12	0	1
	Under Age Drinking - Adult (18-21)	0	0	3	0	4
	Under Age Drinking - Minor (Under 18)	0	0	0	0	1
	Total for ORDINANCE:	4	1	27	5	54
Other						
	Investigation/Take Report	0	0	0	0	3
	Other Animal Calls - Dead, Etc.	0	0	1	0	4
	Receive Information	2	1	19	1	14
	Total for Other:	2	1	20	1	21
SERVICE						
	Death Investigation	1	1	4	0	7
	Emergency Detention/Detoxification	0	1	2	0	0
	Found Items/Property	0	2	4	1	2
	Lost Items/Property	0	0	0	1	1
	Missing Adult	0	0	1	0	1
	Missing Juvenile	0	0	0	0	3
	Other Service	0	0	0	0	2
	Protective Custody/Placement	0	0	0	0	1
	Suspicious Person/Activity, Prowler	1	0	2	0	3
	Suspicious Vehicle	0	1	2	0	0
	Transport	0	0	0	0	1
	Uncontrollable Juvenile	0	0	1	0	2
	Warrant Pickup - Other Agency	0	0	5	0	7
	Warrant Pickup - Waterloo	0	0	0	0	1
	Welfare Check	1	1	5	2	17
	Total for SERVICE:	3	6	26	4	48
TRAFFIC						
	Disobey Sign/Marker	0	0	0	0	1
	Driver's License Violations (Ex OAS/OAR)	2	4	17	1	13
	Driving Complaint	0	0	0	1	1
	Eluding Police Officer	0	0	1	1	2
	Illegal Turns	0	0	2	0	4
	Inattentive Driving	0	0	0	0	1
	Lane Violations - Left of Center, Etc.	0	0	2	0	0
	License/Permit Violation	0	0	4	0	3
	Miscellaneous Rules Violation	0	0	0	0	1
	Motor Vehicle Carrier Violation	0	0	0	0	1
	Motor Vehicle Insurance Violation	1	0	3	0	16
	Motorcycle Violation	0	0	0	0	1
	OAS/OAR/Other License Violations	4	1	28	2	52

Monthly Incident Comparison Report

Report Criteria:

Current Month: 7/2022

Category	Description	Current Month	Prior Month	Year To Date	Same Mo. Last Year	Last Year
TRAFFIC						
	Open Intoxicants - Driver	0	0	2	0	0
	Operate Motor Vehicle While Intoxicated	2	3	13	1	14
	Other Traffic Violations	1	0	1	0	12
	Power Display/Squeal Tires	0	0	1	0	0
	Registration/Title Violation	1	0	1	2	12
	Required Stop Violation - RR, Etc.	0	0	0	0	1
	Seatbelt Violation	1	0	1	0	2
	Speeding - School Zone	0	0	0	0	1
	Speeding Violation	6	1	16	3	37
	Stop Sign/Signal Violation	0	2	11	2	15
	Tow Vehicle	0	0	2	0	1
	Traffic Accident - Hit and Run (Damage)	0	0	5	0	7
	Traffic Accident - Hit and Run (Injury)	0	0	0	0	1
	Traffic Accident - Non-Reportable	0	0	2	0	5
	Traffic Accident - Personal Injury	2	0	2	2	6
	Traffic Accident - Property Damage	2	1	16	1	19
	Vehicle Equipment Violation - Lights	0	0	1	0	3
	Vehicle in Ditch/Off Road	0	0	1	0	0
	Warning - 5 Day Equipment Violation	0	0	0	0	2
Total for TRAFFIC:		22	12	132	16	234
Grand Totals:		45	38	338	43	605

Activity Log List

Report Criteria:

Start Date	End Date	Title	Officer
07/01/2022	07/31/2022		ALL

Title	Notes	Date	Time	Officer
Dog bite	Officers handled a dog bite report.	07/01/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/04/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/05/2022		
Identity theft	Officer took a report for identity theft.	07/06/2022		
Traffic stop	Officer conducted a traffic stop, citations issued.	07/07/2022		
	Officer conducted a traffic stop, citation issued.	07/08/2022		KRYSZAK, BRENTON
Traffic stop	Officer conducted a traffic stop, several citations issued for an OWI case.	07/09/2022		
Assist Marshall	Officer was requested to assist Marshall for a report.	07/10/2022		
Traffic stop	Officer conducted a traffic stop and citation was issued.	07/11/2022		
Traffic stop	Officer conducted a traffic stop, several citations issued for OWI.	07/11/2022		
dog complaint	Officer responded to a dog complaint, report was taken.	07/13/2022		
Death Investigation	Officer handled a report of a death.	07/14/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/14/2022		
Traffic stop	Officer conducted a traffic stop, citations issued.	07/14/2022		
Assist	Officer requested to assist Dodge County with a traffic stop	07/14/2022		
Dog Bite	Officer responded to a complaint of a dog bite.	07/15/2022	11:30:00	
Wellfare check	Officer requested for a welfare check, reported taken and cleared.	07/15/2022		
Traffic stop	Officer performed a traffic stop, citation issued.	07/17/2022		
Sexual assault	Officer is handling a case reported of sexual assault.	07/17/2022		
Traffic accident		07/18/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/20/2022		
Assist Marshall	Officer was requested to assist Marshall for a possible suicidal subject.	07/21/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/22/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/23/2022		
Traffic stop	Officer conducted a traffic stop, citation issued.	07/25/2022		
Found property	Officer handled a report of a bike that was found, department is currently in possession of the bike.	07/25/2022		
DAMGAED VEHICLE	Officer is handling a case of a vehicle from a local business was damaged.	07/25/2022		
Traffic accident	Officer handled a traffic accident with injuries.	07/26/2022		
Noise complaint	Citizen has complained of a noise complaint prior to 7 am from a local business.	07/29/2022		
Traffic stop	Officer conducted a traffic stop, citations issued.	07/30/2022		
Assist	Officer assisted citizen who was looking for her father who appeared to be missing.	07/31/2022		

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/01/2022	07/31/2022	ALL	ALL

Court Date	Name	Ticket	Officer/Court Type
07/11/22 1:15 PM	KILLERLAIN,DONALD,J 279 ARBOR VITAE DR MARSHALL WI, 53559	DOB: 09/01/74 Age: 47 No: T-BH527111-4 Issued: 06/04/22 Inc #: 22-000261	CULLEN,NATHANIEL,J JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.44(1)(B)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REFUSAL)	\$250.00	\$0.00

07/19/22 10:45 AM	[REDACTED]	No: [REDACTED]	[REDACTED]
	[REDACTED]	Issued: [REDACTED]	[REDACTED]

Comments: [REDACTED]

Charge	Description	Fine	Collected
[REDACTED]	[REDACTED]	\$55.00	\$0.00
[REDACTED]	[REDACTED]	\$55.00	\$0.00

07/19/22 11:00 AM	MOHR,JAMES,DAVID 485 JEFERSON ST WATERLOO WI, 53594	DOB: 11/07/51 Age: 70 No: T-BC845176-3 Issued: 06/08/22 Inc #: 22-000267	KELLY,JESSICA,LEE
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Comments: OFFICER: BADGE #: 5, NAME: BRENTON G KRYSZAK

Charge	Description	Fine	Collected
346.18(3)	FAIL/YIELD RIGHT/WAY FROM STOP SIGN	\$175.30	\$0.00

07/19/22 11:00 AM	BLANDON GARCIA,LARRY,J 130 EAST MADISON STREET WATERLOO WI, 53594	DOB: 02/28/02 Age: 20 No: T-BH527116-2 Issued: 06/12/22 Inc #: 22-000273	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
343.05(3)(A)	OPERATE W/O VALID LICENSE (1ST VIOLATION)	\$200.50	\$0.00

07/19/22 11:00 AM	BLANDON GARCIA,LARRY,J 130 EAST MADISON STREET WATERLOO WI, 53594	DOB: 02/28/02 Age: 20 No: T-BH527117-3 Issued: 06/12/22 Inc #: 22-000273	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
346.33(1)(B)	UNLAWFUL U/Y TURN-MIDBLOCK	\$175.30	\$0.00

07/19/22 11:00 AM	BLANDON GARCIA,LARRY,J 130 EAST MADISON STREET WATERLOO WI, 53594	DOB: 02/28/02 Age: 20 No: T-BH527118-4 Issued: 06/12/22 Inc #: 22-000273	WARNER,DAVID,N JEFFERSON CO CIRCUIT CT
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Charge	Description	Fine	Collected
344.62(1)	OPERATE MOTOR VEHICLE W/O INSURANCE	\$200.50	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/01/2022	07/31/2022	ALL	ALL

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	GARCIA GOMEZ,ALEJANDRO,*NMI*	02/08/88	T-BC845172-6	BURNS,RANDY
11:00 AM	140 GROVE ST WATERLOO WI, 53594	Age: 34	Issued: 06/05/22 Inc #: 22-000263	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.63(1)(A)	OPERATING WHILE UNDER THE INFLUENCE	\$937.50	\$0.00

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	GARCIA GOMEZ,ALEJANDRO,*NMI*	02/08/88	T-BC845173-0	BURNS,RANDY
11:00 AM	855 E LAKE ST TRLR 19 LAKE MILLS WI, 53551	Age: 34	Issued: 06/05/22 Inc #: 22-000263	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.62(2)	RECKLESS DRIVING-ENDANGER SAFETY	\$389.50	\$0.00

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	GARCIA GOMEZ,ALEJANDRO,*NMI*	02/08/88	T-BC845174-1	BURNS,RANDY
11:00 AM	855 E LAKE ST TRLR 19 LAKE MILLS WI, 53551	Age: 34	Issued: 06/05/22 Inc #: 22-000263	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.63(1)(B)	OPERATING W/PAC >=0.15 (1ST)	\$937.50	\$0.00

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	GRAY,ELIZABETH,A	05/20/87	C-1F80PBQ6T5	COFFREN,JARED
11:00 AM	7008 TREE LN # A MADISON WI, 53717	Age: 35	Issued: 06/01/22 Inc #: 22-000257	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-4(D)(1)	POSSESSION OF DRUG PARAPHERNALIA	\$200.50	\$0.00

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	HERNANDEZ TORRES,CRISTIAN	11/03/90	T-BH527120-6	WARNER,DAVID,N
11:00 AM	5626 W MITCHELL ST WEST ALLIS WI, 53214	Age: 31	Issued: 06/27/22 Inc #: 22-000292	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.05(3)(A)	OPERATE W/O VALID LICENSE B/C EXPIRATION	\$162.70	\$0.00

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	KILLERLAIN,DONALD,J	09/01/74	T-BH527112-5	CULLEN,NATHANIEL,J
11:00 AM	279 ARBOR VITAE DR MARSHALL WI, 53559	Age: 47	Issued: 06/04/22 Inc #: 22-000261	JEFFERSON CO CIRCUIT CT

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

Court Date	Name	DOB	Ticket No:	Officer/Court Type
07/19/22	PFEIFFER,JEREMIAH,R	11/19/79	T-BH527113-6	WARNER,DAVID,N
11:00 AM	1516 CENTER ST WATERTOWN WI, 53098	Age: 42	Issued: 06/10/22 Inc #: 22-000269	JEFFERSON CO CIRCUIT CT

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

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/01/2022	07/31/2022	ALL	ALL

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	REYES CERNA,DEYLER,D	DOB: 11/19/00	No: C-1F80QT5JN4	KRYSZAK,BRENTON
11:00 AM	1910 W BROADWAY APT 6 MADISON WI, 53713	Age: 21	Issued: 06/20/22 Inc #: 22-000281	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-4B	POSSESSION OF MARIJUANA < 25 GRAMS	\$263.50	\$0.00

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	REYES CERNA,DEYLER,D	DOB: 11/19/00	No: C-1F80QT5JN5	KRYSZAK,BRENTON
11:00 AM	1910 W BROADWAY APT 6 MADISON WI, 53713	Age: 21	Issued: 06/20/22 Inc #: 22-000281	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-4(D)(1)	POSSESSION OF DRUG PARAPHERNALIA	\$200.50	\$0.00

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	REYNA,DANTAE,*NMI*	DOB: 08/09/02	No: T-BH527114-0	WARNER,DAVID,N
11:00 AM	1120 LUM AVE APT #6 WATERLOO WI, 53594	Age: 19	Issued: 06/10/22 Inc #: 22-000270	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
341.04(1)	NON-REGISTRATION OF OTHER VEHICLE	\$263.50	\$0.00

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	REYNA,DANTAE,*NMI*	DOB: 08/09/02	No: T-BH527115-1	WARNER,DAVID,N
11:00 AM	1120 LUM AVE APT #6 WATERLOO WI, 53594	Age: 19	Issued: 06/10/22 Inc #: 22-000270	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
343.05(3)(B)	OPERATE MOTORCYCLE W/O VALID LICENSE	\$200.50	\$0.00

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	STELMAR,MICHAEL,J	DOB: 12/23/90	No: T-BH527119-5	CULLEN,NATHANIEL,J
11:00 AM	19344 JANET AVE ROMEDEVILLE IL, 60446	Age: 31	Issued: 06/17/22 Inc #: 22-000278	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.57(5)	EXCEEDING SPEED ZONES, ETC. (16-19 MPH)	\$200.50	\$0.00

Court Date	Name	DOB	Ticket	Officer/Court Type
07/19/22	VAN POOL,DAVID,ALLEN	DOB: 07/11/80	No: C-1F80PBQ6T6	WARNER,DAVID,N
11:00 AM	734 N MONROE ST # WATERLOO WI, 53594	Age: 41	Issued: 06/19/22 Inc #: 22-000280	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-943.13(1M)(A)	CRIMINAL TRESPASS TO LAND	\$389.30	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/01/2022	07/31/2022	ALL	ALL

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	VAN POOL,DAVID,ALLEN	07/11/80	C-1F80PBQ6T7	WARNER,DAVID,N
11:00 AM	734 NORTH MONROE STREET WATERLOO WI, 53594	Age: 41	Issued: 06/20/22 Inc #: 22-000284	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-943.13(1M)(A)	CRIMINAL TRESPASS TO LAND	\$389.30	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	VAN POOL,DAVID,ALLEN	07/11/80	C-1F80PBQ6T8	WARNER,DAVID,N
11:00 AM	734 NORTH MONROE STREET WATERLOO WI, 53594	Age: 41	Issued: 06/20/22 Inc #: 22-000284	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-943.50(4)(A)	SHOPLIFTING/RETAIL THEFT	\$200.50	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	VAN POOL,DAVID,ALLEN	07/11/80	C-1F80QT5JN6	KRYSZAK,BRENTON
11:00 AM	734 NORTH MONROE STREET WATERLOO WI, 53594	Age: 41	Issued: 06/21/22 Inc #: 22-000285	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-943.50(4)(A)	SHOPLIFTING/RETAIL THEFT	\$200.50	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	VAN POOL,DAVID,ALLEN	07/11/80	C-1F80SPZ7VF	BURNS,RANDY
11:00 AM	734 N MONROE ST # WATERLOO WI, 53594	Age: 41	Issued: 06/21/22 Inc #: 22-000286	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-943.13(1M)(A)	CRIMINAL TRESPASS TO LAND	\$389.30	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	WOMACK,QUINTEN,PHILIP	09/28/96	C-1F80DJJ90S	CULLEN,NATHANIEL,J
11:00 AM	230 PORTLAND RD WATERLOO WI, 53594	Age: 25	Issued: 06/04/22 Inc #: 22-000260	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
278-1-946.41(1)	OBSTRUCTING AN OFFICER	\$263.50	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/19/22	WOMACK,QUINTEN,PHILIP	09/28/96	T-BH527110-3	CULLEN,NATHANIEL,J
11:00 AM	230 PORTLAND RD WATERLOO WI, 53594	Age: 25	Issued: 06/04/22 Inc #: 22-000260	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.57(5)	EXCEEDING SPEED ZONES, ETC. (20-24 MPH)	\$225.70	\$0.00

Court Date	Name	DOB	Ticket No	Officer/Court Type
07/25/22	REYES CERNA,DEYLER,D	11/19/00	T-BC845178-5	
9:30 AM	1910 W BROADWAY APT 6 MADISON WI, 53713	Age: 21	Issued: 06/20/22 Inc #: 22-000281	

Comments: OFFICER: BADGE #: 8, NAME: NATHANIEL J CULLEN

Charge	Description	Fine	Collected
346.63(1)(B)	OPERATING W/PAC (2ND)	\$500.00	\$0.00

Court Calendar Report

Report Criteria:

Start Date	End Date	Officer	Court Type
07/01/2022	07/31/2022	ALL	ALL

Court Date	Name		Ticket	Officer/Court Type
07/25/22	REYES CERNA,DEYLER,D	DOB: 11/19/00	No: T-BC845179-6	
9:30 AM	1910 W BROADWAY APT 6 MADISON WI, 53713	Age: 21	Issued: 06/20/22 Inc #: 22-000281	

Comments: OFFICER: BADGE #: 8, NAME: NATHANIEL J CULLEN

Charge	Description	Fine	Collected
343.44(1)(B)	OPERATING WHILE REVOKED (REV DUE TO ALC/CONT SUBST/REFUSAL)	\$250.00	\$0.00

07/25/22	REYES CERNA,DEYLER,D	DOB: 11/19/00	No: T-BC845177-4	CULLEN,NATHANIEL,J
9:30 AM	1910 W BROADWAY APT 6 MADISON WI, 53713	Age: 21	Issued: 06/20/22 Inc #: 22-000281	JEFFERSON CO CIRCUIT CT

Charge	Description	Fine	Collected
346.63(1)(A)	OPERATING WHILE UNDER THE INFLUENCE(2ND)	\$500.00	\$0.00

Ticket Count: 28

Total Fines: \$8526.50
Total Payments: \$0.00
Total Due: \$8526.50

Karl Junginger Memorial Library / Mayor/Council/Board Report -JUNE 2022

JUNE MONTHLY STATISTICS		JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Library Card Holders	2021	2468	2477	2496	2499	2482	2519	2533	2539	2561	2544	2464	2397
	2022	2400	2410	2420	2432	2453	2485	2516					
	% of Change	-2.76%	-2.70%	-3.04%	-2.68%	-1.17%	-1.35%	-0.67%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Checkouts (Circulation)	2021	3263	3312	3601	3425	3352	4483	4826	3764	3475	3499	3245	3194
	2022	3920	3624	4192	3486	3361	4768	4306					
	% of Change	20.13%	9.42%	16.41%	1.78%	0.27%	6.36%	-10.77%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
eBook/Audio Checkouts (Circulation)	2021	593	607	585	536	562	498	573	665	591	655	568	627
	2022	663	711	705	669	633	639	663					
	% of Change	11.80%	17.13%	20.51%	24.81%	12.63%	28.31%	15.71%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Library Visits	2021	1396	1259	1539	1125	747	1236	1799	1685	1491	850	1422	1497
	2022	1462	1584	1820	1710	1627	1530	2118					
	% of Change	4.73%	25.81%	18.26%	52.00%	117.80%	23.79%	17.73%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Meeting Room Use	2021	1	0	6	5	8	9	3	6	7	2	10	8
	2022	10	10	8	8	16	11	6					
	% of Change	900.00%	900.00%	33.33%	60.00%	44.44%	22.22%	100.00%	100.00%	-100.00%	-100.00%	100.00%	-100.00%
Public Computer Use	2021	74	92	117	86	87	69	64	70	72	80	84	40
	2022	60	73	74	61	57	73	72					
	% of Change	-18.92%	-20.65%	-36.75%	-29.07%	-34.48%	5.80%	12.50%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
WiFi Use	2021	139	166	147	161	154	171	166	159	195	173	182	185
	2022	174	189	206	210	216	254	217					
	% of Change	25.18%	13.86%	40.14%	30.43%	40.26%	48.54%	30.72%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Outreach to local residents -Checkouts	2021	122	88	96	91	111	109	69	92	142	88	86	133
	2022	114	90	132	89	155	63	177					
	% of Change	-6.56%	2.27%	37.50%	-2.20%	39.64%	-42.20%	156.52%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
PROGRAMS *2022 #'s will include In-Person and Passive programs													
Adult Number of Programs	2021	4	6	4	4	3	6	5	5	6	11	19	11
	2022	21	19	18	18	17	14	14					
	% of Change	425.00%	216.67%	350.00%	350.00%	466.67%	133.33%	180.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Adult Attendance	2021	46	44	34	25	28	130	35	77	28	112	107	51
	2022	193	114	117	139	126	154	144					
	% of Change	319.57%	159.09%	244.12%	456.00%	350.00%	18.46%	311.43%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Teen (12-18) Number of programs	2021	1	1	1	1	1	8	10	0	1	1	1	1
	2022	3	2	2	2	1	10	9					
	% of Change	200.00%	100.00%	100.00%	100.00%	100.00%	25.00%	-10.00%	#DIV/0!	-100.00%	-100.00%	-100.00%	-100.00%
Attendance	2021	20	25	22	22	20	154	21	0	0	0	1	0
	2022	39	25	36	24	24	90	91					
	% of Change	95.00%	0.00%	63.64%	9.09%	9.30%	-41.56%	333.33%	#DIV/0!	#DIV/0!	#DIV/0!	-100.00%	#DIV/0!
Children's Number of programs	2021	6	7	9	6	2	19	20	10	9	11	11	8
	2022	17	30	16	6	14	29	32					
	% of Change	183.33%	328.57%	77.78%	0.00%	600.00%	52.63%	60.00%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%
Attendance	2021	95	184	257	182	84	1133	973	348	58	112	105	73
	2022	307	257	308	255	904	1457	1173					
	% of Change	223.16%	39.67%	19.84%	40.11%	976.19%	28.60%	20.55%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%

Regular meeting of the Waterloo Water & Light Commission held August 2, 2022

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

Minutes

It was moved by Schumann, seconded by Butzine, to approve the minutes of the July 12, 2022 and July 20, 2022 meetings. Motion carried.

Expenditures

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

Citizen Input

None.

Sewer Rates

Ben updated the projected sewer rates with the completion of the Industrial Contracts.

2nd Qtr Financials

Joy presented 2nd quarter financials.

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

Respectfully submitted,
Tim Thomas
Secretary

List of Bills

Accurate Powerwashing LLC	2,225.00	Pig	31.25
Axley Brynelson LLP	29.60	Payroll	56,469.43
Border States	500.03	Portland Sanitary District	10,202.41
BP Credit Card Center	3,472.58	PSC	214.23
Brogin Investment LLC	1,396.39	Resco	548.00
City of Waterloo Treasurer	44,055.58	SEERA	1,314.39
Charter Communications	144.97	S&S Plumbing	5,900.00
C&M Hydraulic Tool Supply	3,947.00	Town & Country Engineering	65,897.70
Diggers Hotline	664.15	TSTM Incorporated	2,149.68
F&M Bank	186.55	United Liquid Waste Recycling	2,010.68
Elster Solutions	2,826.88	Utility Sales and Service	8,232.16
Forster Electrical Engineering	11,688.57	US Cellular	250.75
Frontier	409.41	Unifirst Corp	160.86
GFC Leasing	94.00	USA Blue Book	1,224.64
Hallman Asphalt & Sealing	3,500.00	UPS	129.59
Howie's Hardware	1,231.42	Visa	1,459.82
Infosend	896.47	Waterloo Building Center	55.14
Irby	25,725.91	Waterloo Utilities	15,165.62
Jonas Office Products	93.98	WE Energies	254.56
K Press & Trends	1,612.00	Wisconsin Dept. of Revenue	14,996.71
Midwest Meter Inc	8,112.25	Wisconsin State Lab	26.00
Northern Lake Service	495.27	WPPI Energy	309,379.74
North Central Lab	1,896.36		
Payment Service Network	46.10		
		Total Disbursements	\$611,323.83

Checking Account #102-613:

Balance 6/30/22	\$102,816.87
Transfer	300,000.00
Disbursements	(301,711.44)
Interest	7.56
Service Charge	(21.33)
Balance 7/31/22	<u>\$101,091.66</u>

WWTP Account #374-547 (DNR Replacement Fund)

Balance 6/30/22	\$86,724.48
Deposit/ (Withdrawal)	
Interest	10.34
Balance 7/31/22	<u>\$86,734.82</u>

Debt Service Account #3015323:

Balance 6/30/22	\$377,328.77
Deposit	58,650.00
Bond Payment	
Interest	320.57
Balance 7/31/22	<u>\$436,299.34</u>

Money Market Account #110-832:

Balance 6/30/22	82,083.48
Deposits	1,226,979.52
Transfer	(358,650.00)
Disbursements	(309,379.74)
Interest	181.19
Service Charge	(211.32)
Balance 7/31/22	<u>\$641,003.13</u>

Transportation Fund

Balance 6/30/22	\$95,052.99
Transfer	
Balance 7/31/22	<u>\$95,052.99</u>

Construction Account:

Balance 6/30/22	286,744.14
Transferred in/(out)	
Balance 7/31/22	<u>\$286,744.14</u>

WWTP Interim Financing:

Balance 6/30/22	
Transferred in	\$940,900.00
Transferred in	(582,947.03)
Interest	174.95
Service Charge	(5.16)
Balance 7/31/22	<u>\$358,122.76</u>

Avestar CD #3596 (Bond Reserve):

Balance 6/30/22	311,573.09
Interest	155.36
Balance 7/31/22	<u>\$311,728.45</u>

CD #613386 (Bond Reserve):

Balance 6/30/22	217,863.86
Interest	
Balance 7/31/22	<u>\$217,863.86</u>

WWTP CD #2875 (DNR Replacement Fund):

Balance 6/30/22	\$464,612.87
Interest	231.67
Balance 7/31/22	<u>\$464,844.54</u>

Jeanne Ritter

From: info@whsadopt.org
Sent: Thursday, August 04, 2022 10:26 AM
To: City Hall
Subject: July Numbers

Numbers for July 2022

Stray Cats- 8
Surrendered Cats-4
Stray Dogs-0
Surrendered Dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Friday, July 1, 2022 9:19 AM
To: 'cityhall@waterloowi.us' <cityhall@waterloowi.us>
Subject: June 2022 intake numbers

Numbers for June 2022

Stray cats-0
Surrendered cats-3
Stray dogs-0
Surrendered dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Wednesday, June 1, 2022 9:53 AM
To: 'cityhall@waterloowi.us' <cityhall@waterloowi.us>
Subject: May 2022 intake numbers

Numbers for May 2022

Stray cats-0
Surrendered cats-0
Stray dogs-0
Surrendered dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Tuesday, May 3, 2022 10:53 AM
To: cityhall@waterloowi.us
Subject: April 2022 Intake numbers

Numbers for April 2022

Stray Cats- 1
Surrendered Cats-0
Stray dogs-0

Surrendered dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Friday, April 1, 2022 9:20 AM
To: 'cityhall@waterloowi.us' <cityhall@waterloowi.us>
Subject: March Intake Numbers

Number for March 2022

Stray Cats-0
Surrendered Cats-0
Stray Dogs-0
Surrendered Dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Wednesday, March 2, 2022 9:15 AM
To: 'cityhall@waterloowi.us' <cityhall@waterloowi.us>
Subject: February Intake numbers

Numbers for February 2022

Stray Cats-0
Surrendered Cats-0
Stray Dogs-0
Surrendered Dogs-0

From: info@whsadopt.org <info@whsadopt.org>
Sent: Tuesday, February 1, 2022 9:26 AM
To: 'cityhall@waterloowi.us' <cityhall@waterloowi.us>
Cc: 'mhansen@waterloowi.us' <mhansen@waterloowi.us>
Subject: Numbers for January 2022

Here are the Intake numbers for January 2022.
-Amy Litscher
Kennel Manager
920-261-1270

Stray cats-0
Surrendered cats-0
Stray dogs-0
Surrendered dogs-0

Minutes for July 12th 2022 CATV Board Meeting, 7 pm

1. Call to Order and Roll Call. Meeting called to order at 7:12 pm. Cotting, Jacob, Lewandowski, and Teubert present with one vacancy. Manager Davis present. Invited guest Jeff Robbins, Manager of KSUN, arrived at 7:18

Welcome New Board Member Paula Jacob!

2. Approval of Previously Unapproved Meeting Minutes:

Regular Minutes from June 8, 2022 meeting. Approved, with the noted correction “Jacob” not “Jacobs”. Lewandowski, Teubert. Unanimous with Jacob abstaining.

Closed Session Meeting Minutes from June 8, 2022. Approved. Cotting, Lewandowski. Unanimous with Teubert and Jacob abstaining.

3. Citizen Input.

4. Manager’s report.

WLOO completed its project with the Waterloo Elementary Summer School Class, and it will be premiering on WLOO CATV’s Facebook page soon. We supported the Waterloo Business Association by helping promote its Van Holten’s Pickling event. Our two new hires have been working with us as of June and that seems to be working out well. Soon they will be working on a project together. We covered lots of Waterloo Firemens’ Park sporting events and placed our new banner in the park with all of our contact information. Our flyers were placed at the Karl Junginger Memorial Library where they will be handed out to help spread awareness about the station. Our Facebook page has really been picking up thanks to the support received by the community. We will be receiving more equipment soon and inventory will be taken after. Our station activity is operating efficiently.

5. New Business

A. Possible Collaboration with Sun Prairie Public Access (Jeff Robbins)

Jeff Robbins, Station manager for KSUN (Sn Prairie’s Public Access channel) shared information about KSUN operations, shared information, and offered ongoing advice as needed. Main points: KSUN is also very concerned about the steady decline of revenue from franchise fees and actively looking to develop new revenue streams. KSUN has developed revenue from membership fees (183 community members), kids’ program (Grades 4-8, 1 day/week, October-April), and workshops. Also noted PEG stations CAN be monetized, he will send us the statutory language describing conditions. Robbins said KSUN has no issue with PEG channel signal clarity and advised that the stronger the case made for PEG channel being active the more incentive for Spectrum to do their part and clean up the signal.

KSUN structure for workshops and kids’ programming is in groups: one staff member, one student, and six kids. High retention.

KSUN has its own radio station, 103.5 FM. It’s popular and a great recruiting tool.

In response to equipment questions: Since Leightronix will no longer be working with Cable stations, who should WLOO approach for a new vendor? KSUN uses TeleVue, very satisfied

with them, especially with their technical support. What's the preferred camera set up for energetic indoor games such as basketball? KSUN has great success with a "Huddle" camera. It is wall mounted and has a motion sensor, so it can follow the action. It is GREAT for basketball.

B. Preliminary 2023 Budget Discussion

Cotting presented figures from this year's budget and noted that WLOO CATV was staying on budget or even below budget for this year's expenditures. Cotting reminded the Board that it committed to a policy of deficit spending for 2022 and 2023 in order to expand the station enough so it had the capability of generating additional revenue streams.

6. Unfinished Business.

A. Official WLOO CATV Shirts and/or Hats. No action needed

B. WLOO Cable and Waterloo School District Partnership Plan Feedback still needed from Jacob and Davis.

7. Future Agenda Items and Announcements.

Next Meeting: TUESDAY August 9th, 2022 at 6:00 pm.

8. Adjournment Motion: Cotting/Teubert. Unanimous. Meeting adjourned at 9:09 pm.

Respectfully submitted 8-8-2022 by WLOO CATV Board Secretary Laura Cotting

AGREEMENT FOR WASTEWATER TREATMENT SERVICES
BETWEEN THE CITY OF WATERLOO, WISCONSIN
AND AB E MANUFACTURING, LLC

Agreement (the “**Agreement**”) made this ___ day of _____, 2022 (the “**Effective Date**”), by and between the City of Waterloo, a municipal corporation (the “**City**”) and Ab E Manufacturing, LLC, a Wisconsin limited liability company (the “**Company**”).

W I T N E S S E T H :

WHEREAS, the Company owns and operates a manufacturing facility located at 700 Commercial Avenue, Waterloo, Wisconsin (the “**Facility**”), which generates industrial wastewaters; and

WHEREAS, the City owns and operates a sanitary sewerage system, consisting of a collection/transmission system and a wastewater treatment facility; and

WHEREAS, the City operates its sanitary sewerage system in accordance with a WPDES permit (the “**WPDES Permit**”) issued by the Wisconsin Department of Natural Resources (“**DNR**”) which permit establishes a number of requirements concerning the treatment and disposal of wastewaters generated within the City; and

WHEREAS, the City is willing to accept the industrial wastewater discharges from the Facility into its sanitary sewerage system subject to certain specified conditions; and

WHEREAS, the City and the Company believe it to be in the best interests of both parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City will accept and agrees to treat the Company’s industrial wastewaters, and the Company agrees to pay for such service under the following terms:

ARTICLE I

SERVICE

- 1.1 City’s Control Over Sewerage System. The City has and shall retain control over the access of all users to its sanitary sewerage collection system and wastewater treatment plant (collectively “**WWTP**”). Except as set forth herein, this Agreement is not intended to and shall not be construed as granting the Company the right to use the City’s WWTP, except on the same basis as other members of the general public.

- 1.2 Agreed Discharge Limitations. It is agreed and understood that in return for the performance of the Company's obligations contained herein and for the payments to be made by the Company under this Agreement, the City will accept and treat the Company's industrial wastewater discharges from the Facility, subject to the limitations specified in Exhibit A hereto (the "**Agreed Discharge Limitations**" or "**ADLs**").
- 1.3 Points of Discharge and Monitoring. All industrial wastewater discharges shall be discharged to the City's public sewer system at a single location, approved by the City, and shall be subject to the monitoring and pretreatment requirements set forth herein.
- 1.4 Prohibitions on Discharges. No discharge of storm water, groundwater, surface drainage or uncontaminated cooling water shall be made to the City's WWTP. All wastewater discharges shall be strictly in compliance with all applicable laws and regulations; including but not limited to the City's code of ordinances and sewer use ordinance, subject to Section 7.1 herein.
- 1.5 ADL Exceedances. The City shall assess a Penalty Charge (as provided for in Section 3.4 below) against the Company for each event in which the Company's industrial wastewater discharges to the City exceeds one or more of the following conditions:
- (i) The daily discharge for flow, BOD, SS, or phosphorus for any 24-hour period exceeds the Maximum Daily ADL for that parameter;
 - (ii) The daily discharge has a pH value outside the permitted range; or
 - (iii) The daily discharge is in violation of the City's code of ordinances or sewer use ordinance, subject to Section 7.1 herein.
- 1.6 Walk-Through. Upon reasonable notice to the Company, the City and/or its engineers may perform periodic inspections of the pretreatment process and discharge of industrial wastewaters at the Facility, for purposes of determining compliance with this Agreement. Refusal to permit any such inspection upon reasonable request shall constitute a material breach of this Agreement.

ARTICLE II

INDUSTRIAL PRETREATMENT

- 2.1 Pretreatment and Sampling Station. The Company shall maintain a pretreatment process at the Facility as is necessary to ensure that the wastewater discharges from the Facility meet the ADLs. The pretreatment process at the Facility is more particularly described in Exhibit B attached hereto and incorporated herein (the "**Plan**"). The Company shall construct and maintain the sampling station in accordance with the Plan. The Company shall make no modifications in the Plan, or its manufacturing processes at the Facility that would materially compromise the Company's ability to meet the ADLs without first notifying the City and obtaining its prior written consent thereto, which consent shall not

be unreasonably withheld. In addition, the Company shall not undertake to manufacture anything at the Facility that would materially impact the quality or quantity of waste production or constituents not specifically indicated within the ADLs other than those manufactured on the Effective Date unless the Company first notifies the City and obtains prior written consent thereto from the City, which consent shall not be unreasonably withheld. The Company shall reimburse the City within 30 days of receipt of an invoice from the City, all reasonable costs incurred by the City for review and consideration of consent with respect to any above described proposed modification in the Plan, manufacturing process, or product.

- 2.2 Plans. Prior to constructing, operating, or substantially changing the Facility, the Company shall obtain all governmental approvals required by law. The Company shall make no modifications to the Plan, or any aspect of its pretreatment system, without first providing the City with a complete description of the proposed modifications and obtaining written approval from the City, which approval shall not be unreasonably withheld.
- 2.3 Maintenance. All Facility equipment and operations which have an impact on the wastewater discharges to the public sewerage system or on the City's ability to monitor the same, including but not limited to pretreatment and sampling facilities described in the Plan, shall be properly maintained by the Company at all times and operated solely by competent personnel trained for that purpose. The flow recording instrumentation and the sampling equipment shall be maintained in good order and repair; and shall be calibrated at least twice per calendar year, with at least a five (5) month interval between each calibration. The Company shall provide to City the results of any such calibration. In the event any of the foregoing instruments become damaged or cease to function, the Company shall immediately notify the City and provide for the prompt repair or replacement thereof. If the Company fails to repair or maintain all equipment in accordance with the Plan within thirty (30) days of demand from the City, the City may enter upon the Company's property, perform such maintenance and invoice all costs to the Company. The Company hereby irrevocably consents to such access by the City and agrees to pay all costs incurred by the City in undertaking such work; including but not limited to all professional and reasonable attorney fees.
- 2.4 Authorized Representative. The Company shall at all times have a designated authorized representative with whom the operator of the WWTP may coordinate operations. The name of the representative shall be submitted to the City's Utility Superintendent.
- 2.5 No Discharge. No discharges of Company industrial wastewaters shall be made at any time when the pretreatment facilities are not operational and meet the above requirements. In the event that the Company experiences operating difficulties and is either experiencing or anticipates a discharge that is not in compliance with the limitations contained in this Agreement, the Company shall immediately advise the City's WWTP staff so that appropriate action to protect the WWTP can be made. The Company shall in any case be responsible for such costs or labor expenses incurred or damage sustained by the City in handling such discharge, in addition to other charges under this Agreement.

- 2.6 Building Sewer. The sanitary sewer pipe (the “**Sewer Pipe**”) connected to the Facility and conveying the industrial wastewater discharges therefrom, to its point of connection to the City’s sewer main shall be owned, maintained, and operated by the Company; and the City shall have no responsibility therefor. The Sewer Pipe shall be deemed a building sewer for purposes of the City’s Ordinances. There shall be no point of discharge to the City sewerage system from the Facility other than through the Sewer Pipe.

ARTICLE III

CHARGES, BILLINGS, AND PAYMENT

- 3.1 Payment Basis. It is understood and agreed that the consideration for the payments made by the Company under this Agreement is the City’s commitment to treat the Company’s industrial discharges pursuant to the ADLs. The charges for collection service and wastewater treatment shall consist of permit fees, user fees, surcharges, cost reimbursement, and the other charges provided for herein.
- 3.2 Application Fees. Upon any construction or modification of the Facility’s pretreatment facilities, the Company shall pay all fees set forth in the then current City Utility fee schedule. The fees shall be paid at the time of application. The fee amount is subject to change from time to time.
- 3.3 Sewer Service Charges. In accordance with applicable City ordinances, the Company shall pay sewer services charges. The costs imposed in such ordinances reasonably and fairly represent the estimated and actual operating, maintenance, and other costs necessary to operate the City’s sewerage system and to treat the waste loadings of the wastewaters discharged to the WWTP; debt service for capital improvements to the City’s sewerage system; replacement/depreciation charges; and any other reasonable cost or expense associated with the sewer system, all as calculated by the auditors or engineers retained by the City, and approved by the City. The City reserves the right to modify said sewer service charges from time to time to more accurately reflect such costs. The sewer service charges presently charged to the Company consist of the elements as described below:
- (i) A basic service charge to recover certain customer related expenses and City administration costs; and
 - (ii) A volume (flow) user fee, equal to the product of the volume unit cost in dollars, per one thousand (1,000) gallons, times the discharge flow rate with the same volume units. The flow rate shall be as measured at the Company’s discharge monitoring station in accordance with the monitoring requirements described in Article IV; and
 - (iii) A wastewater loading sewer services charge to reflect the discharge strength (concentration of monitored pollutants). The sewer services charges shall be based upon pollutant concentrations, as determined by the City’s sewer use ordinance, as monitored at the Company’s sampling station in accordance with the monitoring

requirements contained herein. The resulting pollutant concentrations shall be converted to a mass loading based on the measured discharge flow. The sewer services charges for each pollutant shall be the result of the multiplication of each pollutant's unit cost (dollars per pound) times the pounds of each pollutant discharged. A copy of the City's current sewer service charges is attached hereto and marked as Exhibit C.

- (iv) The City will undertake a new cost of service study (“**COSS**”) whenever the City has a reasonable basis to believe, in its discretion, that modifications to the number of users, or volume or quantity of waste discharges will have an impact on user rates.

3.35 Intentionally left blank.

3.36 Intentionally left blank.

3.37 Future Company Capacity. In the event the Company requires wastewater treatment greater than the Company's capacity in the future it may request such service from the City (the “**Future Company Capacity**”). The City may provide such additional treatment service if, in its sole determination; it has the capacity to do so, may do so without negatively impacting the WWTP, and remain compliant with all applicable laws, regulations and permit requirements.

3.4 Penalty Charges. In addition to the sewer service charges set forth in Section 3.3 hereof, the City will assess a Penalty Charge against the Company for ADL exceedances as set forth in this Section 3.4. For purposes of this Section 3.4, exceedances shall be deemed to have occurred upon the happening of any of the following events: (i) the discharges are the proximate cause of a violation of the City's WPDES Permit, or (ii) the exceedance of the particular pollutant occurs in excess of the aggregate limits set forth in Exhibit A.

- (A) Penalty Charges for exceeding the Maximum Daily Limits (the “**Maximum Daily ADLs**”) shall be calculated by multiplying the normal sewer service charge unit cost for each unit of exceedances (i.e. each unit of flow, BOD, SS, NH₄, or Phosphorous parameter) that is over the limitations set forth in Exhibit A by the following factors:
 - (i) If the daily discharge exceeds the Maximum Daily ADL by up to 20% the Penalty Charges shall be calculated by multiplying the unit cost by 150% for each unit of exceedance.
 - (ii) If the daily discharge exceeds the Maximum Daily ADL by 21 to 40% the Penalty Charges shall be calculated by multiplying the unit cost by 175% for each unit of exceedance.
 - (iii) If the daily discharge exceeds the Maximum Daily ADL by 41 to 60% the Penalty Charges shall be calculated by multiplying the unit cost by 200% for each unit of exceedance.

- (iv) If the daily discharge exceeds the Maximum Daily ADL by over 61% the Penalty Charges shall be calculated by multiplying the unit cost for each unit of exceedance by 200% for the first event per calendar month; by 300% for the second event per calendar month; and by 400% if there are more than two events in any one calendar month.

- (B) No Penalty Charge shall be imposed for any exceedance of the Average ADL. In the event any daily discharge (as determined in (i) and (ii) below) from the Facility exceeds any such Average ADL stated in Exhibit A by more than 10% on forty (40) or more calendar days in any consecutive twelve (12) month period (the “**Triggering Event**”), the parties shall first meet to discuss the cause of such exceedance and the remedying thereof. Only one such meeting is required in any twelve (12) month period, which meeting is a condition precedent to any termination of this Agreement pursuant to Section 5.3 below. For purposes of this Section 3.4, the following shall apply:
 - (i) Because “flow” is to be continuously monitored pursuant to Section 4.1, flow will be the average flow, based on the recorded flows for each of the thirty (30) days in question.
 - (ii) Any exceedances of the limitations of the Average ADL shall be determined (i) for any “Test Day”, based on the actual results of the testing for the pollutants, which testing shall be done pursuant to Section 4.2 hereof; and (ii) for any “Non-Test Day”, based on the weighted average of the test results for all Test Days conducted over any consecutive thirty (30) day period of time (the “**Reporting Period**”). A “Test Day” is any day in the Reporting Period where the City conducts a test for pollutants pursuant to Section 4.2 hereof; and a “Non-Test Day” is any other day in said period.
 - (iii) The BOD, SS, NH₄, and Phosphorus values set forth in Exhibit A shall be determined by the City in the following manner:
 - (a) For each Test Day, the actual concentration results of the test for each pollutant and actual measured flows for that day will be used to calculate the pounds (a constant of 8.34 is used in the calculation) for each such Test Day during the Reporting Period.
 - (b) For each Non-Test Day, the weighted average concentration for each pollutant and the actual measured flow for that day will be used to calculate the pounds of each pollutant. The pounds for Non-Test Days will be calculated by the following method:
 - (1) Sum the total pounds of the pollutant discharged on each Test Day during the preceding twenty-nine (29) calendar days; divide this value by the sum of total measured discharge flow (MGD) for each of the same days; divide this quotient by 8.34 to obtain a

concentration for the Non-Test Day (which is always the 30th day of the Reporting Period).

- (2) The calculated concentration as calculated in b.(1) above for that Non-Test Day will then be multiplied by the actual flow (MGD) for that Non-Test Day multiplied by 8.34 to obtain the pounds of that pollutant for that Non-Test Day.

If the parties meet after the occurrence of a Triggering Event to discuss any failure to satisfy the Average ADL, but fail to agree to a solution to remedy such failure, then in such event, a failure of the parties to agree on a modification pursuant to a meeting under this Section 3.4(B) is not intended to trigger the dispute mechanism set forth in Section 7.7. Rather, each Average ADL exceedance comprising the Triggering Event shall constitute a material violation of this Agreement for purposes of Section 5.3 below.

- (C) For pH violations, if continuous monitoring at the Facility demonstrates that the influent pH did not exceed the levels set forth in Exhibit A(4) for a period of greater than fifteen (15) total minutes during the day, the flat rate Penalty Charge will be \$200 per day. However, if this pH value of 10.0 at the Facility was exceeded for a period of time greater than fifteen (15) total minutes over the course of the day than the Penalty Charge amount will be \$500 per day.
- (D) For fats, oil and grease violations of the City's sewer ordinance the Penalty Charge will be \$200 per day.
- (E) The ADLs have been established for industrial users in order to provide a margin of safety for the Company relative to its industrial wastewater discharges from the Facility and to preserve capacities in the WWTP for users of the City's sewerage system. In order to deter exceedances of the ADLs, Penalty Charges as provided for in Section 3.4 are intended to be in addition to the sewer service charges as provided for in Section 3.3 above.

3.5 Billing. Bills will be prepared monthly by the City, based on the actual monitoring data from the Company's sampling station. Bills are payable within twenty (20) days of receipt. When, due to equipment malfunction, actual flow, BOD, SS and Phosphorus data is not available, charges shall be based on the average for the most recent month such data is available. If adjustments are to be made to prior billing quantities due to errors or omissions they will be made on subsequent billing totals.

3.6 Connection Fee and Impact Fees. For all new connections, prior to any industrial wastewaters being discharged from the Facility into the WWTP, the Company shall pay a "Connection Fee" and "Impact Fee" as set forth in City ordinances.

3.7 Intentionally left blank.

3.8 Intentionally left blank.

3.9 Liens. Any charges payable to the City under this Agreement, including but not limited to the maintenance and repair costs pursuant to Section 2.3 which are not paid when due shall constitute a lien upon the premises served, as provided in section 66.0821(4)(d) of the Wisconsin Statutes, as amended or renumbered from time to time.

ARTICLE IV

MONITORING

4.1 Frequency. The Company shall maintain and operate all monitoring and sampling equipment described in Article II of this Agreement to comply with the following schedule:

<u>Parameter</u>	<u>Sample Frequency</u>	<u>Type of Sample</u>
Flow	Daily	Continuous
BOD	Daily	24-hr Composite
Suspended Solids	Daily	24-hr Composite
Total Phosphorus	Daily	24-hr Composite
pH	Daily	24-hr Composite

4.2 City Sampling and Testing. The parties acknowledge that at the present time, the City is not required to develop or maintain a pretreatment plan to conform to applicable regulations. The City may in the future, however, implement such a plan and enact implementing ordinances, which may impact the extent to which Company and other users of the WWTP must pay for sampling or testing. Except as otherwise provided for in City ordinances enacted pursuant to the implementation of a pretreatment plan, the City, at its sole cost, shall collect samples and conduct the requisite testing for BOD, suspended solids, phosphorus, ammonia and pH. Testing results will be provided to the Company as soon as practicable following the availability of the results. Continuous flow data will be collected periodically by the City from the SCADA system. Samples obtained under Section 4.1 or 4.2 hereof, shall be tested by the City at a frequency equal to the greater of: (i) at least three (3) days per calendar week or (ii) the number of test days as established in the City's WPDES Permit for testing the effluent discharges from the WWTP.

4.3 Split Samples. Upon request, split samples will be prepared for the Company for verification of testing results by an independent laboratory. All fees for independent lab testing shall be the responsibility of the Company. If split sample testing demonstrates significant discrepancies in testing results, a meeting between the Company and the City will be held to discuss the discrepancies and to determine if any adjustments will be required to the monthly billing invoice. The Company must present appropriate information regarding the discrepancies within fourteen (14) days of receipt of split sampling results and the subsequent meeting is to be held within thirty (30) days of Company's receipt of split sampling results. If resolution cannot be reached regarding

necessary adjustments, the parties shall resolve the matter as provided for in Section 7.7 below.

- 4.4 Other Means. At all times during the period in which the Company is discharging to the public sewerage system, the City shall, at its sole cost, have the right to monitor the discharge stream by whatever method and for whatever period it shall deem necessary. The City monitoring activities shall not unreasonably interfere with any lawful operations of the Company.
- 4.5 Company Sampling and Testing. In the event the Company performs any sampling or monitoring of any discharge from the Facility to the WWTP it shall promptly notify the City of such activity and provide copies of all results of such activity to the City promptly upon receipt of them itself, without charge to the City.

ARTICLE V

VIOLATIONS

- 5.1 Forfeiture. Material violations of any conditions of this Agreement (other than violations for failure to pay sewer service charges, application fees or Penalty Charges), shall result in forfeiture by the Company of \$500 per day. Each violation shall be considered a separate violation and continuing violations shall accrue on a daily basis. Notice of violation shall be provided by the City as soon as reasonably practicable following the date of the violation, unless a different time is provided for in City ordinances. If the City knows or reasonably should have known of a violation but fails to provide notice to the Company within ten (10) days of the violation or as otherwise specified under City ordinances, the City shall not recover more than \$5,000.00 in forfeitures due to such violations for the period of time prior to the notice. Forfeitures may be reduced and/or waived by the City, in its sole discretion, when it considers it is in the public interest to do so and in response to corrective measures to be taken to resolve the problem(s) leading to the violations(s). Appeals from any forfeiture shall be made in writing to the City Clerk within thirty (30) days of the aforesaid notice of violation. Failure to pay sewer service charges, application fees, Penalty Charges and forfeiture amounts are subject to the provisions of Section 7.6 below. In the event the City commences legal action to enforce any provision of this Agreement, and substantially prevails in such action, the Company shall pay to the City all costs incurred by the City in such action, including reasonable attorney fees.
- 5.2 Suspension of Service. In the case of emergency, where a continued discharge of industrial wastewaters from the Facility poses a clear and present threat to life, limb or property, or in the case where discharges from the Facility would likely have the effect of causing a violation of the City's WPDES Permit, any of which shall be in the sole determination of the City, the City may immediately suspend the Company's right to discharge industrial wastewaters to the WWTP. Discharge may be resumed only at such time as the underlying situation that gave rise to the emergency or condition has been corrected to the City's satisfaction. The decision to suspend service may be appealed to the City Council; but such appeal shall not stay the suspension.

- 5.3 Termination of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Company should cause (i) a Triggering Event to occur under Section 3.4(B) hereof, or (ii) commit a material violation of any other provision of this Agreement more than ten (10) times within any twelve (12) consecutive month period, the City may, in its sole discretion, terminate this Agreement, in its entirety; and the Company shall cease all discharges of industrial wastewaters into the public sewerage system upon such termination. Termination under this Section 5.3 shall be effective upon thirty (30) days notice to the Company. For purposes of this Section 5.3, a material violation of this Agreement shall be deemed to have occurred when the City has given notice of such violation(s) as provided for in Section 5.1 above and the Company shall have failed to cure such violation within the time frame specified therein; and if no time frame is so specified, within thirty (30) days thereafter; except that with respect to violations of Section 3.4(B) hereof, only one notice of violation shall be given, which notice shall follow the meeting referred to therein.

ARTICLE VI

TERM

- 6.1 Term of Renewal. This Agreement shall be in effect upon the Effective Date, and shall expire on March 31, 2025. Thereafter, the term hereof shall automatically renew thereafter for a term that corresponds to the term of the WPDES Permit issued by the DNR to the City relative to the WWTP. Such renewal shall be deemed to be automatic and upon the same terms and conditions contained herein, unless either party provides the other with written notification of intent not to renew at least three (3) years prior to the expiration of the initial term or any renewal terms, as the case may be.
- 6.2 Modification of WPDES Permit. If during the term of this Agreement, the DNR determines to modify or change in any way the City's WPDES Permit for the WWTP, the parties agree to negotiate in good faith for any necessary changes to this Agreement. If agreement is not reached, the Agreement shall terminate at the earlier of three (3) years from the date the parties terminate the negotiations or when the changes in the WPDES Permit that precipitated the negotiations become effective. This Section 6.2 shall not limit the City's ability to add ADL's as specified in Section 5 of Exhibit A.

ARTICLE VII

GENERAL CONDITIONS

- 7.1 Compliance. The Company shall comply with Chapter 340 of the City Code, except to the extent this Agreement permits otherwise. In the case of a conflict between the City Code and this Agreement, then the Agreement shall be the regulating document. In the absence of a conflict, the City Code and this Agreement are both regulating documents.

7.2 Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified mail to the City or to the Company at the following address:

CITY: City of Waterloo
Attn: City Clerk's Office
135 North Monroe Street
Waterloo, WI 53594

COMPANY: Ab E Manufacturing, LLC
Attn: President
700 Commercial Avenue
Waterloo, WI 53594

7.3 Waiver. The waiver by the City of a breach of any provision of this Agreement by the Company shall not operate or be construed as a waiver of any subsequent breach thereof. The waiver by the Company of a breach of any provision of this Agreement by the City shall not operate or be construed as a waiver of any subsequent breach thereof.

7.4 Amendment. This Agreement shall be modified or amended only in writing, which must be duly executed by both the City and the Company. It may not be amended or modified by oral agreements or understandings between the parties unless the same is reduced to writing and so executed.

7.5 Effect. This Agreement supersedes all previous agreements between the parties and relating to the subject matter hereof.

7.6 Collection. In the event that the Company fails to make any payment of undisputed sewer service charges, fees or other charges hereunder when due, the same shall bear interest at the rate of one and one-half percent (1.5%) per calendar month from due date until paid. In the event that the City is required to take any action for purposes of enforcing the terms and provisions of this Agreement or collecting any amounts due and owing from the Company, then in such event, it shall be entitled to recover from the Company, all reasonable costs and expenses incurred in connection with the foregoing, including but not limited to reasonable attorney's fees. Any failures to pay any undisputed amounts due hereunder shall result in the same being considered a delinquent sewer service charge and collectable in the manner provided for by law. Any dispute as to the foregoing fees and charges shall be initiated by the Company and resolved pursuant to the provisions of section 66.0821(5), Wis. Stats. The Company shall pay to the City all such disputed amounts, as and when due, pending any appeal take pursuant to the aforesaid statute. In the event it is determined that the City has improperly charged the Company, the City shall return to the Company such improper charges, together with interest thereon at the legal rate.

7.7 Dispute Resolution. The parties agree to act in good faith and attempt to resolve disputes, first, through negotiation and non-bdng mediation and, if negotiations and mediation are

unsuccessful, then either party may pursue any other remedies available at law or in equity; including but not limited to a complaint to the Wisconsin Public Service Commission in accordance with section 66.0821(5) of the Wisconsin Statutes.

- 7.8 In the event any acts or omissions of the Company in the performance of this Agreement results in any charge, fine, forfeiture, or enforcement action against the City by the Wisconsin Department of Natural Resources, or any other governmental authority with jurisdiction, the Company shall reimburse the City 110% of all resulting costs incurred by the City, including reasonable attorney fees.
- 7.9 Intentionally left blank.
- 7.10 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, a joint venture relationship or a principal/agent relationship.
- 7.11 Force Majeure. No Party will be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence (each such event, a “**Force Majeure Event**”). Force Majeure Events shall include, without limitation, natural disasters, acts of the public enemy, agents of the federal government, fires, floods, epidemics, pandemics, quarantine restrictions and unusually severe weather, it being the purpose and intent of this provision that in the event of the occurrence of any such delay the time or times of performance of any of the obligations of the party will be extended for the period of the delay as determined by the other party, provided that the party seeking the benefit of the delay will have first notified the other party thereof of the cause or causes thereof and requested an extension of the period of the delay. The provisions of this Section shall not limit or restrict the rights of the City pursuant to Section 5.2 above.
- 7.12 Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the laws of Wisconsin, without regard to the conflict of laws principles that would result in the application of any law of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above, at Waterloo, Wisconsin.

AB E MANUFACTURING, LLC

By:  August 10 2022
Eric Salm (Name) Date
President & COO (Title)

CITY OF WATERLOO

By: _____
Jenifer Quimby, Mayor

Date

Attest: _____
Jeanne Ritter, City Clerk

Date

AB E EXHIBIT A
AGREED DISCHARGE LIMITS

- (1) Average ADL. Average daily value for any consecutive thirty (30) day period:

Flow	9,900	gallons per day
BOD	428	pounds per day
SS	216	pounds per day
NH4	11	pounds per day
Phosphorus	10	pounds per day

- (2) Maximum Daily ADL. Maximum daily value computed as the peak for any 24-hour period:

Flow	12,375	gallons per day
BOD	535	pounds per day
SS	270	pounds per day
NH4	14	pounds per day
Phosphorus	13	pounds per day

- (3) Fats, Oil, and Grease ADL. Concentrates of oil and grease shall not exceed the limits set forth in the City's Ordinances, as amended from time to time, for any composite sample over a 24-hour period; and no visual signs of floating or coagulated grease are authorized.

- (4) pH Range ADL. The permitted range for pH shall be 6 to 9 for any 24-hour composite sample. If the Company provides continuous pH monitoring of the discharges, the pH range can be from 5.5 to 9.5. The City reserves the right to adjust the permitted pH range with 30-days notice if high or low pH values in the incoming wastewater at the City's facility are causing problems with the treatment process.

- (5) Nitrogen ADL. The City and the Company recognize that excessive or deficient nitrogen concentration in the form of ammonia, organic nitrogen, and other compounds containing nitrogen may have negative impacts on the operation of the WWTP. At this time there are no limits that will be designated for ammonia or total nitrogen, however, the City reserves the right to require such limits if adding them becomes necessary, in the sole determination of the City, for the City to meet the requirements of the City's WPDES permit.

EXHIBIT B
PRETREATMENT REQUIREMENTS

- (1) Minimum Requirements. The pretreatment facilities described in the Plan shall, at a minimum, include the following capabilities:
- Grease, oil, sand, and grit trapping and/or sedimentation facilities as required in the reasonable determination of the City based on the discharge constituents;
 - pH sensing with chemical feed adjustment, at the request of the City and upon reasonable notice, if (i) the Company exceeds the pH limits set forth in Section 1.2 more than four (4) times in any consecutive twelve (12) month period; or (ii) the City observes that the discharges into the public sewer system are causing damage or injury to the public sewers conveying the wastewaters or are having a detrimental effect upon the operations of the downstream lift station after and/or the treatment plant of the City. The City agrees that before making the aforesaid request, it shall first meet with the Company to review the circumstances described in (i) or (ii) above;
 - Pre-treat the industrial wastewaters so that the wastewater effluent discharged into the WWTP does not exceed the applicable ADLs; and all other pollutants shall not exceed the limitations established in the City's Ordinances applicable to normal domestic strength wastewater;
 - Flow equalization as required to limit the maximum discharge rate to 200% of the Maximum Daily ADL as provided for in Exhibit A to be implemented no later than December 31, 2023, and maintained thereafter. Slug discharges and dumping are specifically prohibited; and
 - Adequate storage capacity to totally contain a potentially toxic discharge of industrial waste; or to prevent a chemical spill or similar discharge from entering the City system without proper pretreatment.
- (2) Sampling Station. A sampling station either has been, or shall be, constructed and maintained by the Company that meets the requirements set forth in Article 2 of this Agreement, and that includes the following:
- All process waste will be discharged to an effluent equalization basin where the effluent pump will pump the waste through a magnetic flow meter which will discharge to an approved discharge location. The refrigerated composite sampler shall sample flow/time proportional samples from the discharge line. It may exclude wastewater discharge from bathrooms and showers.
 - Company shall have a data logger and will make the information stored on the data logger available to the City upon request as provided in the next sentence.
 - The sampler, flow meter and data logger must be accessible at all times by the City, subject to an obligation of City personnel accessing same to comply with all applicable state and federal food safety laws.
 - Sampling is required for every operating day at the Facility unless less frequent sampling is agreed to in writing by the Parties.

- Testing will be performed for every discharge day, or other schedule agreed to in writing by the Parties. Samples shall be taken at the required frequency even if testing is not performed.
- The pretreatment system at the Facility shall be accessible at all times to the City upon reasonable notice to Company for purposes of determining Company's compliance with this Agreement, subject to an obligation of City personnel accessing same to comply with all applicable state and federal food safety laws.

EXHIBIT C
CURRENT SEWER SERVICE CHARGES

Sewer Rates are approved by the City of Waterloo Common Council.

**Rates Effective Jan 1,
2022**

Category A Service Charge (Residential)

Fixed Monthly Charge	See Table 1
Volume Charge per 1,000 Gallons	13.00

Category B Service Charge (Industrial)

Fixed Monthly Charge	See Table 1
Volume Charge per 1,000 Gallons	13.00
BOD Charge per Pound >250 mg/L	0.66
Suspended Solids Charge per Pound >250 mg/L	0.33
Nitrogen Charge per Pound	Included in Volume Charge
Phosphorus Charge per Pound >7 mg/L	27.02

Portland Sanitary District Sewer

Fixed Monthly Charge 4" Meter	335.79
Volume Charge per 1,000 Gallons	13.00

Table 1: Monthly Fixed Charge

Water Meter Size

5/8", 3/4"	15.00
1"	35.05
1 1/4"	51.09
1 1/2"	68.46
2"	108.56
3"	202.13
4"	335.79
6"	669.95

AGREEMENT FOR WASTEWATER TREATMENT SERVICES
BETWEEN THE CITY OF WATERLOO, WISCONSIN
AND VAN HOLTEN’S, INC.

Agreement (the “**Agreement**”) made this ___ day of _____, 2022 (the “**Effective Date**”), by and between the City of Waterloo, a municipal corporation (the “**City**”) and Van Holten’s, Inc., a Wisconsin corporation (the “**Company**”).

W I T N E S S E T H :

WHEREAS, the Company owns and operates a pickle production facility located at 703 West Madison Street, Waterloo, Wisconsin (the “**Facility**”), which generates industrial wastewaters; and

WHEREAS, the City owns and operates a sanitary sewerage system, consisting of a collection/transmission system and a wastewater treatment facility; and

WHEREAS, the City operates its sanitary sewerage system in accordance with a WPDES permit (the “**WPDES Permit**”) issued by the Wisconsin Department of Natural Resources (“**DNR**”) which permit establishes a number of requirements concerning the treatment and disposal of wastewaters generated within the City; and

WHEREAS, the City is willing to accept the industrial wastewater discharges from the Facility into its sanitary sewerage system subject to certain specified conditions; and

WHEREAS, the City and the Company believe it to be in the best interests of both parties to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the City will accept and agrees to treat the Company’s industrial wastewaters, and the Company agrees to pay for such service under the following terms:

ARTICLE I

SERVICE

- 1.1 City’s Control Over Sewerage System. The City has and shall retain control over the access of all users to its sanitary sewerage collection system and wastewater treatment plant (collectively “**WWTP**”). Except as set forth herein, this Agreement is not intended to and shall not be construed as granting the Company the right to use the City’s WWTP, except on the same basis as other members of the general public.
- 1.2 Agreed Discharge Limitations. It is agreed and understood that in return for the performance of the Company’s obligations contained herein and for the payments to be

made by the Company under this Agreement, the City will accept and treat the Company's industrial wastewater discharges from the Facility, subject to the limits described in Exhibit A. From the Effective Date through December 31, 2024, Customer shall be a Category B user as defined in Section 340-11 of the City's code of ordinances. Said discharges must be normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances by January 1, 2025 (the "**Implementation Deadline**"), subject to the limitations specified in Exhibit A hereto (the "**Agreed Discharge Limitations**" or "**ADLs**") Notwithstanding the prior sentence the Company may discharge chloride as specified in Exhibit A.

- 1.3 Points of Discharge and Monitoring. All industrial wastewater discharges shall be discharged to the City's public sewer system at a single location, approved by the City, and shall be subject to the monitoring and pretreatment requirements set forth herein.
- 1.4 Prohibitions on Discharges. No discharge of storm water, groundwater, surface drainage or uncontaminated cooling water shall be made to the City's WWTP. All wastewater discharges shall be strictly in compliance with all applicable laws and regulations; including but not limited to the City's code of ordinances and sewer use ordinance, subject to Section 7.1 herein.
- 1.5 ADL Exceedances. The City shall assess a Penalty Charge (as provided for in Section 3.4 below) against the Company for each event in which the Company's industrial wastewater discharges to the City exceeds one or more of the following conditions commencing upon the Effective Date until the Implementation Deadline:
 - (i) The daily discharge for flow, BOD, or SS for any 24-hour period exceeds the Maximum Daily ADL for that parameter;
 - (ii) The daily discharge has a pH value outside the permitted range;
 - (iii) The daily discharge is in violation of the City's code of ordinances or sewer use ordinance, subject to Section 7.1 herein; or
 - (iv) The discharge of chlorides above the ADLs outlined in Exhibit A.

After the Implementation Deadline, the City shall assess a Penalty Charge (as provided in Section 3.4(F) below) against the Company for each event in which the Company's industrial wastewater discharges to the City exceeds normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances.

- 1.6 Walk-Through. Upon reasonable notice to the Company, the City and/or its engineers may perform periodic inspections of the pretreatment process and discharge of industrial wastewaters at the Facility, for purposes of determining compliance with this Agreement. Refusal to permit any such inspection upon reasonable request shall constitute a material breach of this Agreement.

ARTICLE II

INDUSTRIAL PRETREATMENT

- 2.1 Pretreatment and Sampling Station. The Company shall build and maintain a pretreatment process at the Facility as is necessary to ensure the wastewater discharges from the Facility meet the ADLs. The pretreatment process at the Facility is more particularly described in Exhibit B attached hereto and incorporated herein (the “**Plan**”). The Company shall construct and maintain the sampling station in accordance with the Plan. The Company shall make no modifications in the Plan, or its manufacturing processes at the Facility that would materially compromise the Company’s ability to meet the ADLs without first notifying the City and obtaining its prior written consent thereto, which consent shall not be unreasonably withheld. In addition, the Company shall not undertake to manufacture anything at the Facility that would materially impact the quality or quantity of waste production or constituents not specifically indicated within the ADLs other than those manufactured on the Effective Date unless the Company first notifies the City and obtains prior written consent thereto from the City, which consent shall not be unreasonably withheld. The Company shall reimburse the City within 30 days of receipt of an invoice from the City, all reasonable costs incurred by the City for review and consideration of consent with respect to any above described proposed modification in the Plan, manufacturing process, or product.
- 2.2 Plans. Prior to constructing, operating, or substantially changing the Facility, the Company shall obtain all governmental approvals required by law. The Company shall make no modifications to the Plan, or any aspect of its pretreatment system, without first providing the City with a complete description of the proposed modifications and obtaining written approval from the City, which approval shall not be unreasonably withheld.
- 2.3 Maintenance. All Facility equipment and operations which have an impact on the wastewater discharges to the public sewerage system or on the City’s ability to monitor the same, including but not limited to pretreatment and sampling facilities described in the Plan, shall be properly maintained by the Company at all times and operated solely by competent personnel trained for that purpose. The flow recording instrumentation and the sampling equipment shall be maintained in good order and repair; and shall be calibrated at least twice per calendar year, with at least a five (5) month interval between each calibration. The Company shall provide to City the results of any such calibration. In the event any of the foregoing instruments become damaged or cease to function, the Company shall immediately notify the City and provide for the prompt repair or replacement thereof. If the Company fails to repair or maintain all equipment in accordance with the Plan within thirty (30) days of demand from the City, the City may enter upon the Company’s property, perform such maintenance and invoice all costs to the Company. The Company hereby irrevocably consents to such access by the City and agrees to pay all costs incurred by the City in undertaking such work; including but not limited to all professional and reasonable attorney fees.

- 2.4 Authorized Representative. The Company shall at all times have a designated authorized representative with whom the operator of the WWTP may coordinate operations. The name of the representative shall be submitted to the City's Utility Superintendent.
- 2.5 No Discharge. After the Implementation Deadline, no discharges of Company industrial wastewaters shall be made at any time when the pretreatment facilities are not operational and meet the above requirements. In the event that the Company experiences operating difficulties and is either experiencing or anticipates a discharge that is not in compliance with the limitations contained in this Agreement, the Company shall immediately advise the City's WWTP staff so that appropriate action to protect the WWTP can be made. The Company shall in any case be responsible for such costs or labor expenses incurred or damage sustained by the City in handling such discharge, in addition to other charges under this Agreement.
- 2.6 Pre-Implementation Deadline Pretreatment. Between the Effective Date and the Implementation Deadline, Company shall properly maintain and competently operate all Company pretreatment equipment existing as of the Effective Date.
- 2.7 Building Sewer. The sanitary sewer pipe (the "**Sewer Pipe**") connected to the Facility and conveying the industrial wastewater discharges therefrom, to its point of connection to the City's sewer main shall be owned, maintained, and operated by the Company; and the City shall have no responsibility therefor. The Sewer Pipe shall be deemed a building sewer for purposes of the City's Ordinances. There shall be no point of discharge to the City sewerage system from the Facility other than through the Sewer Pipe.

ARTICLE III

CHARGES, BILLINGS, AND PAYMENT

- 3.1 Payment Basis. It is understood and agreed that the consideration for the payments made by the Company under this Agreement is the City's commitment to treat the Company's industrial discharges pursuant to the ADLs. The charges for collection service and wastewater treatment shall consist of permit fees, user fees, surcharges, cost reimbursement, and the other charges provided for herein.
- 3.2 Application Fees. Upon any construction or modification of the Facility's pretreatment facilities, the Company shall pay all fees set forth in the then current City Utility fee schedule. The fees shall be paid at the time of application. The fee amount is subject to change from time to time.
- 3.3 Sewer Service Charges. In accordance with applicable City ordinances, the Company shall pay sewer services charges. The costs imposed in such ordinances reasonably and fairly represent the estimated and actual operating, maintenance, and other costs necessary to operate the City's sewerage system and to treat the waste loadings of the wastewaters discharged to the WWTP; debt service for capital improvements to the City's sewerage system; replacement/depreciation charges; and any other reasonable cost or expense

associated with the sewer system, all as calculated by the auditors or engineers retained by the City, and approved by the City. The City reserves the right to modify said sewer service charges from time to time to more accurately reflect such costs.

3.35 Intentionally left blank.

3.36 Intentionally left blank.

3.37 Future Company Capacity. In the event the Company requires wastewater treatment greater than the Company's capacity in the future it may request such service from the City (the "**Future Company Capacity**"). The City may provide such additional treatment service if, in its sole determination; it has the capacity to do so, may do so without negatively impacting the WWTP, and remain compliant with all applicable laws, regulations and permit requirements.

3.4 Penalty Charges. In addition to the sewer service charges set forth in Section 3.3 hereof, the City will assess a Penalty Charge against the Company for ADL exceedances as set forth in this Section 3.4. For purposes of this Section 3.4, exceedances shall be deemed to have occurred upon the happening of any of the following events: (i) the discharges are the proximate cause of a violation of the City's WPDES Permit, or (ii) the exceedance of the particular pollutant occurs in excess of the aggregate limits set forth in Exhibit A.

(A) From the Effective Date until the Implementation Deadline, Penalty Charges for exceeding the Maximum Daily Limits (the "**Maximum Daily ADLs**") shall be calculated by multiplying the normal sewer service charge unit cost for each unit of exceedances (i.e. each unit of flow, BOD, SS, or NH4 parameter) that is over the limitations set forth in Exhibit A by the following factors:

- (i) If the daily discharge exceeds the Maximum Daily ADL by up to 20% the Penalty Charges shall be calculated by multiplying the unit cost by 150% for each unit of exceedance.
- (ii) If the daily discharge exceeds the Maximum Daily ADL by 21 to 40% the Penalty Charges shall be calculated by multiplying the unit cost by 175% for each unit of exceedance.
- (iii) If the daily discharge exceeds the Maximum Daily ADL by 41 to 60% the Penalty Charges shall be calculated by multiplying the unit cost by 200% for each unit of exceedance.
- (iv) If the daily discharge exceeds the Maximum Daily ADL by over 61% the Penalty Charges shall be calculated by multiplying the unit cost for each unit of exceedance by 200% for the first event per calendar month; by 300% for the second event per calendar month; and by 400% if there are more than two events in any one calendar month.

- (B) From the Effective Date until the Implementation Deadline, no Penalty Charge shall be imposed for any exceedance of the Average ADL. In the event any daily discharge (as determined in (i) and (ii) below) from the Facility exceeds any such Average ADL stated in Exhibit A by more than 10% on forty (40) or more calendar days in any consecutive twelve (12) month period (the “**Triggering Event**”), the parties shall first meet to discuss the cause of such exceedance and the remedying thereof. Only one such meeting is required in any twelve (12) month period, which meeting is a condition precedent to any termination of this Agreement pursuant to Section 5.3 below. For purposes of this Section 3.4, the following shall apply:
- (i) Because “flow” is to be continuously monitored pursuant to Section 4.1, flow will be the average flow, based on the recorded flows for each of the thirty (30) days in question.
 - (ii) Any exceedances of the limitations of the Average ADL shall be determined (i) for any “Test Day”, based on the actual results of the testing for the pollutants, which testing shall be done pursuant to Section 4.2 hereof; and (ii) for any “Non-Test Day”, based on the weighted average of the test results for all Test Days conducted over any consecutive thirty (30) day period of time (the “**Reporting Period**”). A “Test Day” is any day in the Reporting Period where the City conducts a test for pollutants pursuant to Section 4.2 hereof; and a “Non-Test Day” is any other day in said period.
 - (iii) The BOD, SS, and NH₄ values set forth in Exhibit A shall be determined by the City in the following manner:
 - (a) For each Test Day, the actual concentration results of the test for each pollutant and actual measured flows for that day will be used to calculate the pounds (a constant of 8.34 is used in the calculation) for each such Test Day during the Reporting Period.
 - (b) For each Non-Test Day, the weighted average concentration for each pollutant and the actual measured flow for that day will be used to calculate the pounds of each pollutant. The pounds for Non-Test Days will be calculated by the following method:
 - (1) Sum the total pounds of the pollutant discharged on each Test Day during the preceding twenty-nine (29) calendar days; divide this value by the sum of total measured discharge flow (MGD) for each of the same days; divide this quotient by 8.34 to obtain a concentration for the Non-Test Day (which is always the 30th day of the Reporting Period).
 - (2) The calculated concentration as calculated in b.(1) above for that Non-Test Day will then be multiplied by the actual flow (MGD) for

that Non-Test Day multiplied by 8.34 to obtain the pounds of that pollutant for that Non-Test Day.

If the parties meet after the occurrence of a Triggering Event to discuss any failure to satisfy the Average ADL, but fail to agree to a solution to remedy such failure, then in such event, a failure of the parties to agree on a modification pursuant to a meeting under this Section 3.4(B) is not intended to trigger the dispute mechanism set forth in Section 7.7. Rather, each Average ADL exceedance comprising the Triggering Event shall constitute a material violation of this Agreement for purposes of Section 5.3 below.

- (C) For pH violations, if continuous monitoring at the Facility demonstrates that the influent pH did not exceed the levels set forth in Exhibit A(4) for a period of greater than fifteen (15) total minutes during the day, the flat rate Penalty Charge will be \$200 per day. However, if this pH value of 10.0 at the Facility was exceeded for a period of time greater than fifteen (15) total minutes over the course of the day than the Penalty Charge amount will be \$500 per day.
- (D) For fats, oil and grease violations of the City's sewer ordinance the Penalty Charge will be \$200 per day.
- (E) The ADLs have been established for industrial users in order to provide a margin of safety for the Company relative to its industrial wastewater discharges from the Facility and to preserve capacities in the WWTP for users of the City's sewerage system. In order to deter exceedances of the ADLs, Penalty Charges as provided for in Section 3.4 are intended to be in addition to the sewer service charges as provided for in Section 3.3 above.
- (F) Commencing upon the Implementation Deadline, for each day the Company's industrial wastewater discharge exceeds normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances, for any portion of the day, the Company shall pay to the City a Penalty Charge of \$250 per day per parameter exceedance, which shall increase to \$500 for a second exceedance of the same parameter within one month, and \$1,000 for each exceedance of the same parameter thereafter in said month. After the Implementation Deadline, a Triggering Event shall be defined as when the Facility exceeds any wastewater discharge parameter listed in the City's code of ordinances, as measured pursuant to Section 4.1 below, twelve or more times per parameter exceedance, in any consecutive twelve (12) month period. In the event that the Company should cause a Triggering Event to occur, the parties shall first meet to discuss the cause of such exceedance and the remedying thereof. Only one such meeting is required in any twelve (12) month period, which meeting is a condition precedent to any termination of this Agreement pursuant to Section 5.3 below.

3.5 Billing. Bills will be prepared monthly by the City, based on the actual monitoring data from the Company's sampling station. Bills are payable within twenty (20) days of receipt.

When, due to equipment malfunction, actual flow, BOD, SS and Phosphorus data is not available, charges shall be based on the average for the most recent month such data is available. If adjustments are to be made to prior billing quantities due to errors or omissions they will be made on subsequent billing totals.

- 3.6 Connection Fee and Impact Fees. For all new connections, prior to any industrial wastewaters being discharged from the Facility into the WWTP, the Company shall pay a “Connection Fee” and “Impact Fee” as set forth in City ordinances.
- 3.7 Intentionally left blank.
- 3.8 Intentionally left blank.
- 3.9 Liens. Any charges payable to the City under this Agreement, including but not limited to the maintenance and repair costs pursuant to Section 2.3 which are not paid when due shall constitute a lien upon the premises served, as provided in section 66.0821(4)(d) of the Wisconsin Statutes, as amended or renumbered from time to time.

ARTICLE IV

MONITORING

- 4.1 Frequency. The Company shall maintain and operate all monitoring and sampling equipment described in Article II of this Agreement to comply with the following schedule:

<u>Parameter</u>	<u>Sample Frequency</u>	<u>Type of Sample</u>
Flow	Daily	Continuous
BOD	Daily	24-hr Composite
Suspended Solids	Daily	24-hr Composite
Total Phosphorus	Daily	24-hr Composite
Chlorides	Daily	24-hr Composite
pH	Daily	24-hr Composite

- 4.2 City Sampling and Testing. The parties acknowledge that at the present time, the City is not required to develop or maintain a pretreatment plan to conform to applicable regulations. The City may in the future, however, implement such a plan and enact implementing ordinances, which may impact the extent to which Company and other users of the WWTP must pay for sampling or testing. Except as otherwise provided for in City ordinances enacted pursuant to the implementation of a pretreatment plan, the City, at its sole cost, shall collect samples and conduct the requisite testing for BOD, suspended solids, phosphorus, ammonia, and pH. Testing results will be provided to the Company as soon as practicable following the availability of the results. Continuous flow data will be collected periodically by the City from the SCADA system. From the Effective Date until the Implementation Deadline, samples obtained under Section 4.1 or 4.2 hereof, shall be tested by the City at a frequency equal to the greater of: (i) at least three (3) days per calendar

week or (ii) the number of test days as established in the City's WPDES Permit for testing the effluent discharges from the WWTP. After the Implementation Deadline the City shall test as it determines appropriate in its discretion.

- 4.3 Split Samples. Upon request, split samples will be prepared for the Company for verification of testing results by an independent laboratory. All fees for independent lab testing shall be the responsibility of the Company. If split sample testing demonstrates significant discrepancies in testing results, a meeting between the Company and the City will be held to discuss the discrepancies and to determine if any adjustments will be required to the monthly billing invoice. The Company must present appropriate information regarding the discrepancies within fourteen (14) days of receipt of split sampling results and the subsequent meeting is to be held within thirty (30) days of Company's receipt of split sampling results. If resolution cannot be reached regarding necessary adjustments, the parties shall resolve the matter as provided for in Section 7.7 below.
- 4.4 Other Means. At all times during the period in which the Company is discharging to the public sewerage system, the City shall, at its sole cost, have the right to monitor the discharge stream by whatever method and for whatever period it shall deem necessary. The City monitoring activities shall not unreasonably interfere with any lawful operations of the Company.
- 4.5 Company Sampling and Testing. In the event the Company performs any sampling or monitoring of any discharge from the Facility to the WWTP it shall promptly notify the City of such activity and provide copies of all results of such activity to the City promptly upon receipt of them itself, without charge to the City.

ARTICLE V

VIOLATIONS

- 5.1 Forfeiture. Material violations of any conditions of this Agreement (other than violations for failure to pay sewer service charges, application fees or Penalty Charges), shall result in forfeiture by the Company of \$500 per day. Each violation shall be considered a separate violation and continuing violations shall accrue on a daily basis. Notice of violation shall be provided by the City as soon as reasonably practicable following the date of the violation, unless a different time is provided for in City ordinances. If the City knows or reasonably should have known of a violation but fails to provide notice to the Company within ten (10) days of the violation or as otherwise specified under City ordinances, the City shall not recover more than \$5,000.00 in forfeitures due to such violations for the period of time prior to the notice. Forfeitures may be reduced and/or waived by the City, in its sole discretion, when it considers it is in the public interest to do so and in response to corrective measures to be taken to resolve the problem(s) leading to the violations(s). Appeals from any forfeiture shall be made in writing to the City Clerk within thirty (30) days of the aforesaid notice of violation. Failure to pay sewer service charges, application fees, Penalty Charges and forfeiture amounts are subject to the provisions of Section 7.6

below. In the event the City commences legal action to enforce any provision of this Agreement, and substantially prevails in such action, the Company shall pay to the City all costs incurred by the City in such action, including reasonable attorney fees.

- 5.2 Suspension of Service. In the case of emergency, where a continued discharge of industrial wastewaters from the Facility poses a clear and present threat to life, limb or property, or in the case where discharges from the Facility would likely have the effect of causing a violation of the City's WPDES Permit, any of which shall be in the sole determination of the City, the City may immediately suspend the Company's right to discharge industrial wastewaters to the WWTP. Discharge may be resumed only at such time as the underlying situation that gave rise to the emergency or condition has been corrected to the City's satisfaction. The decision to suspend service may be appealed to the City Council; but such appeal shall not stay the suspension.
- 5.3 Termination of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that the Company should cause (i) a Triggering Event to occur under Section 3.4(B) or Section 3.4(F) hereof, or (ii) commit a material violation of any other provision of this Agreement more than ten (10) times within any twelve (12) consecutive month period, the City may, in its sole discretion, terminate this Agreement, in its entirety; and the Company shall cease all discharges of industrial wastewaters into the public sewerage system upon such termination. Termination under this Section 5.3 shall be effective upon thirty (30) days notice to the Company. For purposes of this Section 5.3, a material violation of this Agreement shall be deemed to have occurred when the City has given notice of such violation(s) as provided for in Section 5.1 above and the Company shall have failed to cure such violation within the time frame specified therein; and if no time frame is so specified, within thirty (30) days thereafter; except that with respect to violations of Section 3.4(B) or Section 3.4(F) hereof, only one notice of violation shall be given, which notice shall follow the meeting referred to therein.

ARTICLE VI

TERM

- 6.1 Term of Renewal. This Agreement shall be in effect upon the Effective Date, and shall expire on March 31, 2025. The term hereof shall automatically renew thereafter for a term that corresponds to the term of the WPDES Permit issued by the DNR to the City relative to the WWTP. Such renewal shall be deemed to be automatic and upon the same terms and conditions contained herein, unless either party provides the other with written notification of intent not to renew at least three (3) years prior to the expiration of the initial term or any renewal terms, as the case may be.
- 6.2 Modification of WPDES Permit. If during the term of this Agreement, the DNR determines to modify or change in any way the City's WPDES Permit for the WWTP, the parties agree to negotiate in good faith for any necessary changes to this Agreement. If agreement is not reached, the Agreement shall terminate at the earlier of three (3) years from the date the parties terminate the negotiations or when the changes in the WPDES

Permit that precipitated the negotiations become effective. This Section 6.2 shall not limit the City's ability to add ADL's as specified in Section 5 of Exhibit A.

ARTICLE VII

GENERAL CONDITIONS

- 7.1 Compliance. The Company shall comply with Chapter 340 of the City Code, except to the extent this Agreement permits otherwise. In the case of a conflict between the City Code and this Agreement, then the Agreement shall be the regulating document. In the absence of a conflict, the City Code and this Agreement are both regulating documents.
- 7.2 Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified mail to the City or to the Company at the following address:
- CITY: City of Waterloo
Attn: City Clerk's Office
135 North Monroe Street
Waterloo, WI 53594
- COMPANY: Van Holten's, Inc.
Attn: President
703 West Madison Street
Waterloo, WI 53594
- 7.3 Waiver. The waiver by the City of a breach of any provision of this Agreement by the Company shall not operate or be construed as a waiver of any subsequent breach thereof. The waiver by the Company of a breach of any provision of this Agreement by the City shall not operate or be construed as a waiver of any subsequent breach thereof.
- 7.4 Amendment. This Agreement shall be modified or amended only in writing, which must be duly executed by both the City and the Company. It may not be amended or modified by oral agreements or understandings between the parties unless the same is reduced to writing and so executed.
- 7.5 Effect. This Agreement supersedes all previous agreements between the parties and relating to the subject matter hereof.
- 7.6 Collection. In the event that the Company fails to make any payment of undisputed sewer service charges, fees or other charges hereunder when due, the same shall bear interest at the rate of one and one-half percent (1.5%) per calendar month from due date until paid. In the event that the City is required to take any action for purposes of enforcing the terms and provisions of this Agreement or collecting any amounts due and owing from the Company, then in such event, it shall be entitled to recover from the Company, all reasonable costs and expenses incurred in connection with the foregoing, including but not

limited to reasonable attorney's fees. Any failures to pay any undisputed amounts due hereunder shall result in the same being considered a delinquent sewer service charge and collectable in the manner provided for by law. Any dispute as to the foregoing fees and charges shall be initiated by the Company and resolved pursuant to the provisions of section 66.0821(5), Wis. Stats. The Company shall pay to the City all such disputed amounts, as and when due, pending any appeal take pursuant to the aforesaid statute. In the event it is determined that the City has improperly charged the Company, the City shall return to the Company such improper charges, together with interest thereon at the legal rate.

- 7.7 Dispute Resolution. The parties agree to act in good faith and attempt to resolve disputes, first, through negotiation and non-binding mediation and, if negotiations and mediation are unsuccessful, then either party may pursue any other remedies available at law or in equity; including but not limited to a complaint to the Wisconsin Public Service Commission in accordance with section 66.0821(5) of the Wisconsin Statutes.
- 7.8 In the event any acts or omissions of the Company in the performance of this Agreement results in any charge, fine, forfeiture, or enforcement action against the City by the Wisconsin Department of Natural Resources, or any other governmental authority with jurisdiction, the Company shall reimburse the City 110% of all resulting costs incurred by the City, including reasonable attorney fees.
- 7.9 Intentionally left blank.
- 7.10 Legal Relationship. Nothing in this Agreement shall be construed to create an employer/employee relationship, a joint venture relationship or a principal/agent relationship.
- 7.11 Force Majeure. No Party will be considered in breach or default of its obligations in the event of delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence (each such event, a "**Force Majeure Event**"). Force Majeure Events shall include, without limitation, natural disasters, acts of the public enemy, agents of the federal government, fires, floods, epidemics, pandemics, quarantine restrictions and unusually severe weather, it being the purpose and intent of this provision that in the event of the occurrence of any such delay the time or times of performance of any of the obligations of the party will be extended for the period of the delay as determined by the other party, provided that the party seeking the benefit of the delay will have first notified the other party thereof of the cause or causes thereof and requested an extension of the period of the delay. The provisions of this Section shall not limit or restrict the rights of the City pursuant to Section 5.2 above.
- 7.12 Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the laws of Wisconsin, without regard to the conflict of laws principles that would result in the application of any law of any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above, at Waterloo, Wisconsin.

VAN HOLTEN'S, INC.

By: _____
Steve Byrnes, President

Date

CITY OF WATERLOO

By: _____
Jenifer Quimby, Mayor

Date

Attest: _____
Jeanne Ritter, City Clerk

Date

VAN HOLTEN'S EXHIBIT A
AGREED DISCHARGE LIMITS

- (1) Average ADL. Shall not exceed normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances after the Implementation Deadline. From the Effective Date until the Implementation Deadline the average daily value for any consecutive thirty (30) day period shall not exceed:

Flow	70,000	gallons per day
BOD	500	pounds per day
SS	250	pounds per day
NH4	23	pounds per day

- (2) Maximum Daily ADL. Shall not exceed normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances after the Implementation Deadline. From the Effective Date until the Implementation Deadline the maximum daily value computed as the peak for any 24-hour period shall not exceed:

Flow	87,500	gallons per day
BOD	625	pounds per day
SS	313	pounds per day
NH4	29	pounds per day

- (3) Fats, Oil, and Grease ADL. Concentrates of oil and grease shall not exceed the limits set forth in the City's Ordinances, as amended from time to time, for any composite sample over a 24-hour period; and no visual signs of floating or coagulated grease are authorized.

- (4) pH Range ADL. Shall not exceed normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances after the Implementation Deadline. From the Effective Date until the Implementation Deadline the permitted range for pH shall be 6 to 9 for any 24-hour composite sample. If the Company provides continuous pH monitoring of the discharges, the pH range can be from 5.5 to 9.5. Before the Implementation Deadline the City reserves the right to adjust the permitted pH range with 30-days notice if high or low pH values in the incoming wastewater at the City's facility are causing problems with the treatment process.

- (5) Nitrogen ADL. The City and the Company recognize that excessive or deficient nitrogen concentration in the form of ammonia, organic nitrogen, and other compounds containing nitrogen may have negative impacts on the operation of the WWTP. At this time there are no limits that will be designated for ammonia or total nitrogen, however, the City reserves the right to require such limits before the

Implementation Deadline if adding them becomes necessary, in the sole determination of the City, for the City to meet the requirements of the City's WPDES permit.

- (6) Chloride ADL. The Average ADL for chloride shall be 800 pounds per day, weekly average. This limit shall apply on and after January 1, 2025. Sampling for chloride shall occur as provided in Article IV of the Agreement. Notwithstanding the provisions of Section 5.1, in the event the Company discharges of chloride exceed the above limitation, the Company shall pay a forfeiture to the City of \$10,000 per event on a weekly basis. The provisions of Sections 5.2 and 5.3 shall also apply. The City shall not impose the above-referenced \$10,000 forfeiture on account of an exceedance by the Company of the amount of chloride set forth above unless said exceedance proximately results in, or contributes to, a violation of the City's WPDES Permit.


VAN HOLTEN'S EXHIBIT B
PRETREATMENT REQUIREMENTS

- (1) Minimum Requirements. The pretreatment facilities described in the Plan shall, at a minimum, include the following capabilities:
- Grease, oil, sand, and grit trapping and/or sedimentation facilities as required in the reasonable determination of the City based on the discharge constituents;
 - pH sensing with chemical feed adjustment, at the request of the City and upon reasonable notice, if (i) the Company exceeds the pH limits set forth in Section 1.2 more than four (4) times in any consecutive twelve (12) month period; or (ii) the City observes that the discharges into the public sewer system are causing damage or injury to the public sewers conveying the wastewaters or are having a detrimental effect upon the operations of the downstream lift station after and/or the treatment plant of the City. The City agrees that before making the aforesaid request, it shall first meet with the Company to review the circumstances described in (i) or (ii) above;
 - Pre-treat the industrial wastewaters so that the wastewater effluent discharged into the WWTP does not exceed normal domestic strength wastewater meeting the requirements for a Category A user as defined in Section 340-11 of the City's code of ordinances;
 - Flow equalization as required to limit the maximum discharge rate to 200% of the maximum monthly discharge over a 12 month (calendar year) period. Slug discharges and dumping are specifically prohibited; and
 - Adequate storage capacity to totally contain a potentially toxic discharge of industrial waste; or to prevent a chemical spill or similar discharge from entering the City system without proper pretreatment.
- (2) Sampling Station. A sampling station either has been, or shall be, constructed and maintained by the Company that meets the requirements set forth in Article 2 of this Agreement, and that includes the following:
- All process waste will be discharged to an effluent equalization basin where the effluent pump will pump the waste through a magnetic flow meter which will discharge to an approved discharge location. The refrigerated composite sampler shall sample flow/time proportional samples from the discharge line. It may exclude wastewater discharge from bathrooms and showers.
 - Company shall have a data logger and will make the information stored on the data logger available to the City upon request as provided in the next sentence.
 - The sampler, flow meter and data logger must be accessible at all times by the City, subject to an obligation of City personnel accessing same to comply with all applicable state and federal food safety laws.
 - Sampling is required for every operating day at the Facility unless less frequent sampling is agreed to in writing by the Parties.

- Testing will be performed for every discharge day, or other schedule agreed to in writing by the Parties. Samples shall be taken at the required frequency even if testing is not performed.
- The pretreatment system at the Facility shall be accessible at all times to the City upon reasonable notice to Company for purposes of determining Company's compliance with this Agreement, subject to an obligation of City personnel accessing same to comply with all applicable state and federal food safety laws.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above, at Waterloo, Wisconsin.

VAN HOLTEN'S, INC.

By: 

Steve Byrnes, President

August 2nd, 2022

Date

CITY OF WATERLOO

By: _____
Jenifer Quimby, Mayor

Date

Attest: _____
Jeanne Ritter, City Clerk

Date



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

RESOLUTION #2022-28
Establishing A 2023 Municipal Vehicle Registration Fee Status
Per Adopted Ordinance #2019-08

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

WHEREAS, Ordinance 2019-08 directs the City Council to annually establish a Municipal Vehicle Registration fee status for the coming calendar year, and;

WHEREAS, the Clerk/Treasurer's office has presented a revenue summary as part of this recurring resolution.

THEREFORE BE IT RESOLVED, by the City of Waterloo Common Council that it sets the 2023 fee status as follows:

- Maintain a \$15 annual registration fee.
- Modify the existing fee: _____
- Rescind this fee.

PASSED AND ADOPTED this _____ of 2022.

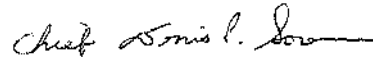
City of Waterloo

Signed: _____
Jenifer Quimby, Mayor

Attest:

Mike Tschanz, Treasurer/Deputy Clerk

Date: July 28, 2022



To: Common Council Members

From: Police Chief Denis P. Sorenson

Subject: Class A and B Intoxicating Liquor and Beer License Applications

The following Class A, B and C License applications have been reviewed and are following the regulations, ordinances, and laws of the City of Waterloo Municipal Code.

NAME OF INDIVIDUAL/PARTNERSHIP/LLC AGENT NAME ADDRESS OF APPLICANT TRADE NAME PREMISE LOCATION PREMISE DESCRIPTION	"Class B" Intoxicating Liquor License	Class "B" Beer License	Class Beer License	"Class A" Intoxicating Liquor License	"Class A" Intoxicating Liquor License (Cider only)	"Class C" Wine License	Cigarette License
Waterloo Piggly Wiggly #170 Days Family Foods, INC Nathan Perry, Agent 402 N Pleasant St Cambridge 810 N. Monroe Street Retail Supermarket			X	X			C

Council Approval