



136 North Monroe Street  
Waterloo, WI 53594  
Phone: (920) 478-3025  
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[www.waterloowi.us](http://www.waterloowi.us)

Join Zoom Meeting: <https://us02web.zoom.us/j/83913442113?pwd=QkE1WU1OZldOc0VINjkrejZYTTFrUT09>  
Meeting ID: 839 1344 2113 Passcode: 023863 Dial by phone +1 312 626 6799 US (Chicago)

## **Agenda for February 7<sup>th</sup> 2023 CATV Board Meeting, 6 pm**

### **1. Roll Call and Call to Order**

### **2. Approval of Previously Unapproved Meeting Minutes:**

Regular Minutes from December 20th, 2022 meeting.

### **3. Citizen Input.**

### **4. Manager's report.**

### **5. New Business**

### **6. Unfinished Business.**

- a. Rental License Agreement between ETAC and the City of Waterloo
- b. Moving the Station

### **7. Future Agenda Items and Announcements.**

Next Meeting: TUESDAY March 14th, 2023 at 6:00 pm.

- a. 2023 WLOO CATV Scholarship
- b. WLOO CATV Open House

### **8. Adjournment Motion**

LaRon Davis, Station Manager

## **Minutes for December 20 2022 CATV Board Meeting**

### **1. Roll Call and Call To Order**

The Meeting was called to order at 7:20pm by Board Chair Cotting. Cotting, Jacob, Teubert, Lewandowski present. LaRon Davis present.

### **2. Approval of previously unapproved meeting minutes:**

Regular minutes from the November 8, 2022 meeting. Lewandowski moves and Teubert seconds. Motion passes unanimously.

Closed session minutes from the November 8, 2022 meeting.

- Cotting moves to approve item 1a. Teubert seconds. Unanimous.
- Cotting moves to approve item 1b. Lewandowski seconds, Teubert abstains. Unanimous.
- Lewandowski moves to approve item 1c. Teubert seconds. Unanimous.
- Cotting moves to approve item 2. Lewandowski seconds. Unanimous.

### **3. Citizen's Input**

Board Members were present at 6 pm, expecting Mark Hurley, of Hurley Computing, to arrive to discuss some concerns and review exhibits prepared for him at the City Clerk's request. Since he still hadn't arrived at 7:15 pm, Board Chair Cotting decided to call the meeting to order and proceed.

### **4. Manager's Report**

During the month of November, we started scheduling for our upcoming television series, created new job opportunities and began exploring different office locations for the cable station.

- Our first series will be WLOO Resident Artist Series which we have already begin filming.
- The next installment is Waterloo Gardens series which will showcase Waterloo's local garden enthusiasts. As of right now we have 7 participants, and we will start filming January 2023 at Karl Junginger Memorial Library.
- Lastly, we have our Bioremediation series which will feature our guest Clay Frazer, of Native Range Ecological. It will feature interviews with landowners doing habitat restoration/bioremediation projects on their property.
- We are ramping up our employment search for talented creative people that would like to join our station and help with filming and creative editing for our upcoming shows and sport events.
- The station is now in the process of finding out the details of the lease agreements with the Solarium and we hope to provide more information as we move forward with the process.

### **5. New Business**

None

### **6. Unfinished Business**

#### **a. Moving WLOO CATV Station Headquarters**

More information will be available at the January 2023 board meeting.

### **7. Future Agenda Items and Announcements**

Next Meeting: Tuesday, January 10, 2023 at 6:00pm

### **8. Adjournment Motion**

Cotting moves to adjourn at 7:50pm. Jacob seconds. Motion passes unanimously.

Minutes submitted by Paula Jacob, edited by Laura Cotting and submitted 1-4-2023

# License AGREEMENT: ETAC - WLOO CATV

**Business / Licensor:** ETAC, Inc.

**Business / License Address:** 575 W. Madison St., Waterloo, WI 53594

**Licensor Contact Information:** Joshua Wurzburger, 275 W. 96th St., Suite 10R, New York, NY 10025; phone: (608) 600-0400; cell: (917) 370-3095; email: crctodo@gmail.com

**Licensee:** WLOO CATV

**Licensee Address:** 136 North Monroe St., Waterloo, WI 53594

**Licensee Contact Information (email address and phone number):** The City of Waterloo, phone: (920) 478-3025; email: cityhall@waterloowi.us

**License Space:** Space shown on attached floor plan on Second Floor, but *not* comprising the entire Second Floor. The space is located in the southeast corner of the building, measures approximately 30'x20', and is to the west of and immediately adjacent to the 30' x 20' office that has the door opening onto the deck.

**Parking:** Outdoor parking provided at no charge. Indoor parking is not guaranteed unless parking space is licensed.

**License Commencement Date:** March 1st, 2023

**License Term:** Five (5) years

**License Fee:** \$900/month

- I. **Non-profit Discount:** 45% initially. Non-profit discount shall apply through January 1st, 2025, at which time its application may be reevaluated.
- II. **Net License Fee Rate:** \$495.00/month under non-profit discount

**Security Deposit:** Shall be equal to one (1) month's License Fee.

**Inflationary Increase:** There will be an annual inflationary increase in the License Fee based upon the 12-month period ending on September 1st of each year. This increase will be based on the CPI Bureau of Labor Statistics Midwest Index.

**Additional Charges:** Additional charges will be billed to Licensee when there are additional expenses necessitated by Licensee using the space in nonstandard uses. These charges are often a result of using specialized equipment for a long period of time or frequent need for supplemental heating or air conditioning after regular business hours. An occasional use

general does not trigger these charges. Licensor will provide 30 days' notice intent to levy additional charges. Licensee will allow electrical monitoring equipment at the request of Licensor if Licensor deems it necessary. It should be noted that in Licensor's buildings it has never had to levy this charge without knowing the broadcast equipment that is planned in the hours of operation we need to apprise them of such a possibility.

**Maintenance Charges:** It is understood that Licensee will be responsible for the cost of any extra expense associated with the use of any public facilities, which would include cleaning up and maintenance help. Should the Licensee leave the space clean and without damage, there will be no charge.

**Kitchen:** There will be no additional charge for use of the second floor kitchen. However, Licensee will be responsible for maintaining the cleanliness of the kitchen and restoring it to a clean position after it is used.

**Artwork:** Licensee has the right to post artwork in public spaces at The Solarium. There will be no additional charge for posting artwork at the facility in approved areas. Licensor has the right to limit the amount of artwork at the facility for any reason.

**Expenses:** Licensor will pay for ordinary utilities. In the event that Licensee uses an extraordinary amount of electricity, Licensor may assess incremental charges.

**Wi-Fi Access:** Licensee will have access to Wi-Fi at no extra charge. It shall be Licensee's responsibility to obtain wired from an internet service provider and to have dealings directly with the internet provider.

**Signage:** Licensee will have the right to set up reasonable signage on the property, with Licensor's consent.

**Security:** Licensee will cooperate with reasonable requests to ensure the safety and security of all Licensees. Guests shall not be permitted to roam around without supervision or in areas that are designated as secure areas.

**Remittance for Damages:** Licensee shall be responsible for any damage caused to the building, other than normal wear and tear.

**Right to Relocate:** Licensor reserves the right to relocate once the Premises to space elsewhere in the Building and with at least the same square footage, as long as Licensor provides a payment equal to four (4) months of License Fees paid upon the relocation to Licensee, upon three (3) months advanced notice. Such payment shall be in lieu of moving expenses.

**Early Termination:** Licensor reserves the right to terminate the Premises without cause (i.e., in the absence of Licensee's breach of the agreement), as long as Licensor provides payment as set forth in the table below upon termination without cause. In the table's top row, in the phrase "Termination date is during \_\_\_ year of license term", the "Termination date" refers to the date of termination (rather than the earlier date of advanced notice). Such payment shall be in lieu of moving expenses. If termination is with cause (e.g., for a breach of the license agreement), then no payment shall be made, and only ten (10) days advanced notice is required.

For Licensor's termination without cause	Termination date is during 1st year of license term	Termination date is during 2nd year of license term	Termination date is during 3rd year of license term	Termination date is during 4th year of license term	Termination date is during 5th year of license term
At least three (3) months advanced notice	Licensor pays five thousand dollars (\$5,000)	Licensor pays four thousand dollars (\$4,000)	Licensor pays three thousand dollars (\$3,000)	Licensor pays two thousand dollars (\$2,000)	Licensor pays one thousand dollars (\$1,000)
Between than one (1) and three (3) months advanced notice	Licensor pays seven thousand and five hundred thousand dollars (\$7,500)	Licensor pays six thousand dollars (\$6,000)	Licensor pays four thousand and five hundred dollars (\$4,500)	Licensor pays three thousand dollars (\$3,000)	Licensor pays one thousand and five hundred dollars (\$1,500)

**Possession Date:** March 1st, 2023

**Premises Condition:** Licensor will deliver the premises in its As-Is condition.

**Permitted Use:** Non-profit use by city.

**Miscellaneous:** This Agreement constitutes the entire understanding between Licensor and Licensee and supersedes any prior understandings, representations or agreements, written or oral, between the Parties. This Agreement may be executed in any number of counterparts and by the parties on different counterparts, and all of such counterparts, taken together, shall constitute one and the same instrument. Each party has had time to review this Agreement. In interpreting this Agreement, there shall be no presumption based on the party who drafted it or any of its provisions.

**LICENSOR:**  
ETAC INC.

Date:

By: \_\_\_\_\_  
Name: Joshua Wurzburger  
Title: President  
Email: crctodo@gmail.com  
Phone: (608) 600-0400

**LICENSEE:**  
WLOO CATV

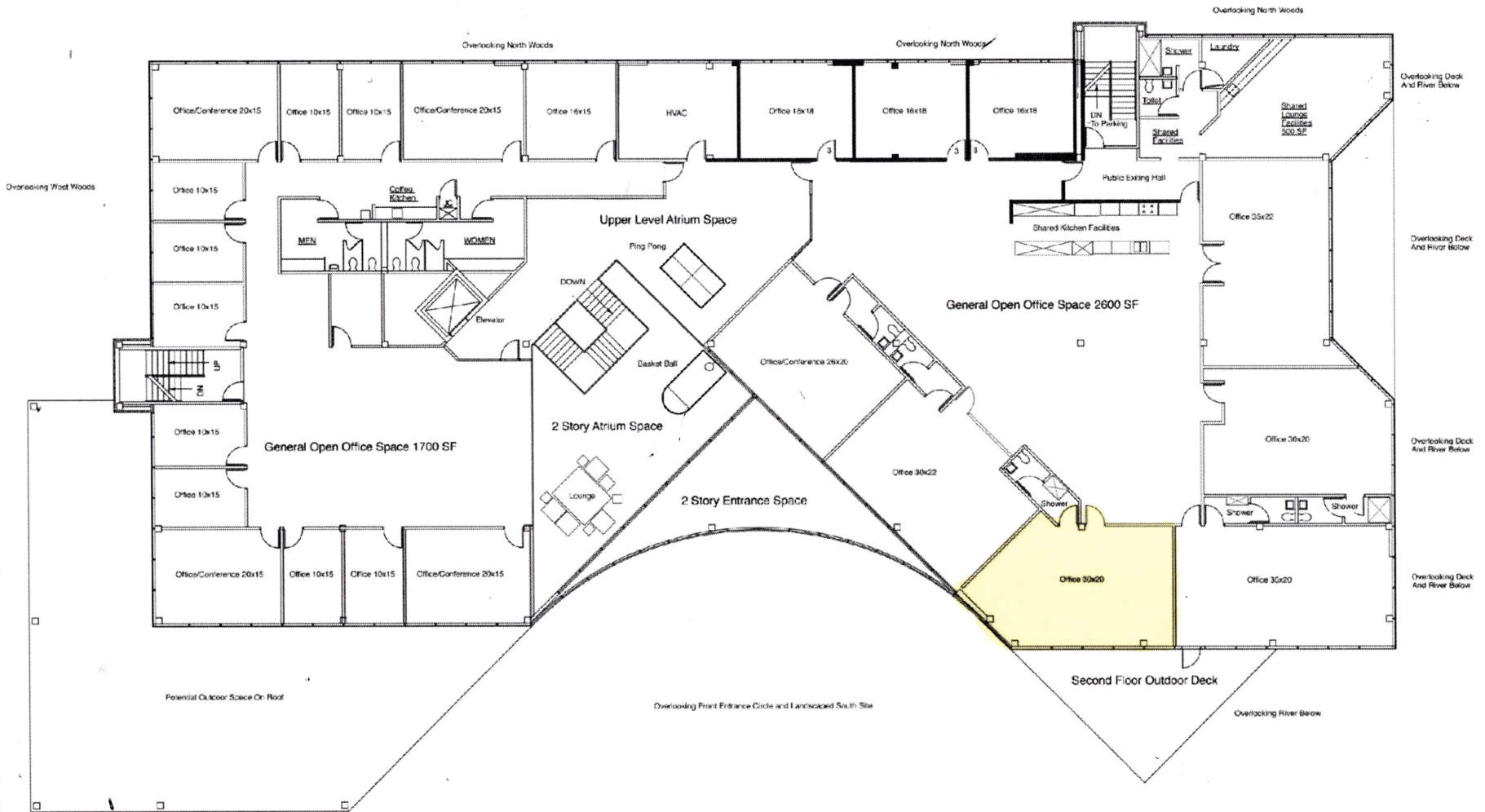
Date:

By: \_\_\_\_\_  
Name: Jenifer Quimby  
Title: Mayor  
Email: mayor@waterloowi.us  
Phone: (920) 478-3025

Date:

By: \_\_\_\_\_  
Name: Jeanne Ritter  
Title: City Clerk  
Email: mayor@waterloowi.us  
Phone: (920) 478-3025

# FLOOR PLANS



Option 1: Potential West Office Space 5800 SF  
 Up to 14 Individual Offices  
 1700 SF General Office Space  
 Separate IT and Storage Room  
 Dedicated Bathrooms  
 Dedicated Coffee Kitchen



Second Floor Plan - 575 W Madison



18000 SF (shell)  
 16000 SF (Floor)

A-103

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