



136 North Monroe Street
Waterloo, WI 53594
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www.waterloowi.us

CITY OF WATERLOO COUNCIL AGENDA
COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET
Thursday, July 06, 2023 – 7:00 p.m.

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

- 1) CALL TO ORDER, PLEDGE OF ALLEGIANCE AND ROLL CALL
- 2) MEETING MINUTES APPROVAL: June 15, 2023
- 3) CITIZEN INPUT / PUBLIC COMMENT
- 4) OLD BUSINESS
- 5) MEETING SUMMARIES (since last Council meeting)
 - a) 06/20/2023 CDA
 - b) 06/26/2023 Fire/EMS Meeting
 - c) 06/27/2023 Library Board Meeting
 - d) 06/27/2023 Plan Commission Meeting – Cancelled
 - e) 07/06/2023 Public Safety & Health
 - f) 07/06/2023 Cable Television Board Meeting
 - g) 07/06/2023 Public Works Meeting
- 6) NEW BUSINESS
 - a) Proclamation Commending Jeanette Petts on her Years of Service to The City of Waterloo
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Public Safety Committee
 - i) Hiring Full Time Police Officer
 - b) Public Works and Property Committee
 - i) Vanguard Proposal for Marking Public Works Diggers Hotline Requests.
 - ii) Bobcat Purchase
- 8) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS -
- 9) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

Posted & Emailed: 06/28/2023.

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 noted. 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: June 15, 2023

[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, Weihert and Petts. Attending Remotely: none Absent: Thomas. Others attending remotely or in-person: Utility Office Manager J. Bisco; Police Chief D. Sorenson; DPW Director C. Yerges; DPW Asst. Director C. Hauptli; Clerk Ritter; B. Heidemann, L. Twarog, E. Butzine and WLOO Videographers. The pledge of allegiance was recited.
- 2) MEETING MINUTES APPROVAL: June 1, 2023 [Griffin/A. Kuhl] VOICE VOTE: Motion Carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT none
- 4) OLD BUSINESS
 - a) Class A & B Beer, Liquor & Cider License Applications Along with A Class C Wine Application for The License Period 7/1/2023 – 6/30/2024. Motion[Griffin/Weihert] VOICE VOTE: Motion carried
 - b) Cigarette License Applications for the License Period 7/1/2023-6/30/2024 Motion [Petts/A. Kuhl] VOICE VOTE: Motion carried.
 - c) Annual Mobile Home Park Licenses for the License Period 7/1/2023-6/30-2024 Motion [Petts/Cummings] VOICE VOTE: Motion carried.
- 5) MEETING SUMMARIES (since last Council meeting)
 - a) 06/06/2023 Park Board Meeting
 - b) 06/13/2023 Cable Television Board Meeting
 - c) 06/13/2023 Waterloo Water and Light Commission
 - d) 06/15/2023 Finance, Insurance & Personnel Committee
- 6) CONSENT AGENDA ITEMS
 - a) April Reports of City Officials & Contract Service Providers Motion to approve [Petts/Cummings] VOICE VOTE: Motion carried.
 - i) Parks
 - ii) Fire & Emergency Medical Services
 - iii) Building Inspections
 - iv) Public Works
 - v) Police
 - vi) Library Board
 - vii) Water & Light Utility Commission
 - viii) Watertown Humane Society
 - ix) Cable
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
 - a) Finance, Insurance and Personnel
 - i) May 2023 Financial Statements: Payroll \$81,610.00, General Disbursements \$252,600.32 and Clerk/Treasurer's Reports [[see on municipal website](#)] Motion [C. Kuhl/Cummings] ROLL CALL: Ayes 6 Noes 0 Thomas absent
 - ii) Fire Department-Payroll Processing – on going
 - iii) Signs from Signmaster tabled in committee
 - iv) Waterloo Fire Department – Repairs to Water truck Rails. Waiting for the decision on where \$ are coming from.
 - v) Lighting at Madison St and Monroe St. Preliminary Continuous Lighting Application with DOT and Estimates to Purchase and Install Lighting. Motion [C. Kuhl/Weihert] Undesignated Funds ROLL CALL: Ayes 6 Noes 0 Motion carried. Thomas absent.
 - vi) Televising the Storm Sewer – update cost. \$500 from budget remainder from Contingency [C. Kuhl/Weihert] Motion carried.
 - b) Waterloo Water & Light
 - i) Resolution 2023-20 Wire Transfer Policy for Waterloo Utilities change emergency to as needed. Motion [Petts/Griffin] Motion carried.
 - ii) Resolution 2023-23 - Review of the Annual Wastewater Treatment Plant Compliance Maintenance Report. Motion[A. Kuhl/Petts] VOICE VOTE: Motion carried.
 - iii) City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel. \$939,581.73 Motion [A. Kuhl/Cummings]ROLL CALL: Ayes 6 Noes 0 Thomas absent Motion carried.
 - iv) Contractor's Application for Payment-Waterloo Utilities \$573,794.90[C. Kuhl/Petts] ROLL CALL: Ayes 6 Noes 0 Thomas absent. Motion carried.
 - v) Town & Country Construction Update only
- 8) NEW BUSINESS
 - a) Duquaine Development Clarkson/ N. Monroe. Approved as presented with 11 contingency items from City Engineer Motion [C. Kuhl/Petts] ROLL CALL: Ayes 6 Noes 0 Thomas absent Motion carried.

9) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS

10) ADJOURNMENT [C.Kuh/Petts] VOICE VOTE: Motion carried.

Attest:

Jeanne Ritter Clerk/Deputy Treasurer

UNDERGROUND FACILITIES LOCATING AND MARKING
SERVICE AGREEMENT

THIS AGREEMENT made this ___ day of _____, 2023, by and between GLS Utility LLC (“GLS”) and Waterloo Utilities. (“WATERLOO”).

WITNESSETH:

WHEREAS, WATERLOO owns and operates underground facilities in certain areas of the State of Wisconsin; and

WHEREAS, WATERLOO desires GLS to provide the labor and equipment necessary to provide certain services relative to locating and marking WATERLOO’S underground facilities in certain areas where WATERLOO provides service.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do mutually covenant and agree as follows:

1. Drawings and Scope of the Work.

GLS agrees to perform locating and marking services of WATERLOO’S underground facilities located within ANY AREA DESIGNATED BY WATERLOO. Such services to be performed according to the terms and conditions contained herein. WATERLOO agrees to provide GLS with the maps and/or microfiche and all updates thereto necessary to locate its underground facilities. Any such maps, microfiche, drawings, sketches, or other technical information either oral, written or otherwise furnished or disclosed to or obtained by GLS in the performance of this Contract shall

remain the property of WATERLOO. All copies of such information shall be returned to WATERLOO upon written request or at the completion of this Contract. Unless such materials were previously known to GLS free of any obligation to keep them confidential, or subsequently been made public by WATERLOO, the material shall be kept confidential by GLS, its agents, servants and employees, shall be used only in the performance of this Contract and may not be used for other purpose except upon such terms as may be agreed upon by WATERLOO in writing. This obligation of confidentiality shall survive the termination of this Contract. GLS shall be strictly liable to WATERLOO for any breach of this covenant by any of agents, servants or employees.

2. Indemnification by WATERLOO.

To the proportionate extent only of its negligence, acts, or omissions, WATERLOO shall indemnify and hold harmless GLS from and against claims, losses, actions, damages, expenses, and other liabilities, including but not limited to costs, reasonable attorney fees, and expenses of whatsoever kind or nature arising out of or resulting from WATERLOO furnishing incorrect, inaccurate or misleading records to GLS for the purpose of locating an unlocatable underground facility¹ by GLS when said claims, losses, actions, damages, expenses and all other liabilities and attorney fees are directly caused or occasioned by said incorrect, inaccurate or misleading records of

¹*An unlocatable underground facility which is not locatable by the normal business process used by GLS in tracing underground plant.*

WATERLOO. In no event shall WATERLOO be liable for exemplary, lost profits and/or punitive damages.

3. Independent Contractor.

GLS hereby represents and agrees that it is engaged in an independent business; that it will perform said work as an Independent Contract; that it has and hereby retains the right to exercise control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting it in the work; that it will be solely responsible for the payment of its employees and for the payment of all federal, state, county and municipal taxes and contributions pertaining thereto; and that it will be responsible for its own acts.

4. Subcontractor's Requirements.

GLS shall not subcontract the work to be performed hereunder, or any part of said work unless it has first obtained the written approval of WATERLOO and WATERLOO shall have full and complete discretion in withholding or granting said approval.

5. Term of Contract.

The terms of this contract shall remain in effect for 12 months from 7-1-2023 thru 6-30-2024, with automatic renewal for consecutive periods of one (1) year on each expiration date, unless sooner terminated by either party upon 30 days prior written notice provided by the terminating party to the non-terminating party.

6. Labor, Materials and Equipment.

GLS shall furnish all labor, materials and equipment necessary to perform the obligations contained herein except for the maps and/or microfiche required to be furnished by WATERLOO in Section 1 of this Contract.

7. Permits.

GLS shall obtain and comply with the provisions of all applicable permits and licenses relative to the services to be performed hereunder.

8. Indemnification by GLS

To the extent permitted by law, GLS shall save and hold WATERLOO harmless from, defend and indemnify it against all claims, actions, demands, liens, fees and expenses on account thereof, for injury or damage to any person or property whatsoever, including death, which may arise out of, or result from negligent performance or the negligence, acts, or omissions by GLS of the services subject to this agreement. In the case of concurring fault by contractor and/or other party, including the utility, each party shall bear its share of the loss caused by that party, including attorney's fees and other related costs.

If any person or entity threatens to sue, makes a written or oral demand or claim, sues or initiates any legal proceeding against WATERLOO on account of any provision of this indemnity agreement, then WATERLOO shall notify GLS of such pending or threatened litigation and such notification shall be made by

WATERLOO no later than 30 days after WATERLOO learns of said pending litigation, lawsuit, claim or demand.

The notice to GLS by WATERLOO shall be made in writing and mailed to:

GLS Utility LLC

1756 Tam-O-Shanter Trail

Sun Prairie WI 53590-9517

GLS or its insurance carrier shall have the right to defend such proceeding by hiring legal representatives selected and chosen by GLS or its insurance carrier and GLS and its insurance carrier shall have the right to negotiate settlement of said claim or alleged claim. WATERLOO shall have the right to hire its own counsel at its own expenses and not to participate in any settlement, at its own discretion.

9. GLS Limit On Liability To WATERLOO Facilities.

Notwithstanding any other provision in this Contract, the following shall control:

Each party agrees that in no event shall the other party's liability to the other party and/or those claiming through it extend to include incidental, consequential or punitive damages. The term "Consequential Damages" shall include but not be limited to, loss of anticipated profits, loss or revenue and cost of capital.

10. Compliance with All Laws.

GLS shall comply with all laws, ordinances and regulations of the United States, the State of Wisconsin, and any unit of local government asserting jurisdiction thereto, applicable to the work hereunder (including, but not limited to Worker's Compensation, Unemployment Insurance and Social Security).

11. Equal Employment.

Contractor acknowledges that it is an equal opportunity employer. No provisions or application of this Contract shall cause or result in discrimination against any employee or applicant for employment in his or her hiring, tenure, or condition of employment because of race, color, religion sex or national origin.

12. Service Charges.

- a. *Initial Term.* GLS shall charge for services rendered hereunder in the following manner:

7-1-23 to 6-30-24

\$38.00 per Ticket Received from Diggers Hotline

\$85.00 per hour for anything that takes over an hour

\$75.00 monthly account maintenance

All after hours emergencies to be billed at the hourly rate set out above for the applicable time period. After hours will be considered from 6:00 p.m. to 7:00 a.m. Monday through Friday and all-day weekends and holidays.

- b. *Renewal Terms.* Upon the expiration of the initial one-year term of this agreement and on each anniversary of that date, the then-current per-ticket and per-hour service charges stated in Section 12.a may be increased at GLS's written request. Such increase shall be no greater than the percentage increase in the United States Bureau of Labor Statistics published Consumer Price Index (“CPI”) percentage cost of living increase for all urban consumers (“CPI-U”) (the category known as “all items”), using the U.S. city average, comparing the CPI applicable one year prior to the date on which the increase will take effect to the most recently published CPI as of the date on which the increase will take effect. In the event such index is no longer published or is not reasonably available, GLS may use any reasonably comparable index selected by GLS for the purpose of calculating the increase.

13. Contract Payments.

GLS shall render invoices to WATERLOO on a monthly basis WATERLOO shall pay each invoice from GLS within 30 days of the date of the invoice.

14. Amendments, Modification and Supplements.

Written amendment, modifications and supplements to this Contract are allowed and will be binding upon WATERLOO and GLS, provided they are in writing and signed by an authorized representative of both parties. The term “this Contract” as used herein shall be deemed to include any future amendments, modifications and supplements. All such amendments, modification and supplements shall not, unless specifically referred to,

be construed to adversely affect vested rights or causes of action, which have accrued prior to the effective date of such amendment, modification or supplement.

15. Entire Contract.

This Contract and any and all amendments, modifications or supplements, shall constitute the entire contract between the parties with respect to the subject matter. Both parties hereto represent they have read this Contract, agree to be bound by all terms and conditions stated herein, acknowledge receipt of a signed, true and exact copy of this Contract.

16. GLS provides the following insurance coverage:

<u>INSURANCE COVERAGE</u>	<u>LIMITS</u>
Workmen's Compensation Workmen's Occupational Diseases Employer's Liability	Statutory Limit
Comprehensive General Liability including Contractual Liability	
Occurrence Basis BI & PD BI & PD Combined	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate (per project basis)
Personal Injury	\$1,000,000 General Aggregate
Products & Completed Operations Automobile Liability	\$1,000,000 General Aggregate
BI & PD	\$1,000,000 Combined Single
Limit Excess Liability Umbrella Form	\$2,000,000 Each Occurrence
Professional Liability (Errors & Omissions)	\$1,000,000 Each Occurrence

A Certificate of Insurance is to be provided to WATERLOO by GLS prior to commencement of services described in this agreement and similar proof of current coverage shall be provided to WATERLOO throughout the terms of this Contract.

17. Arbitration and Applicable Law.

Any controversy or claim arising of or relating to this Contract, or the breach thereof, not otherwise settled by agreement of the parties, shall be submitted to arbitration in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes and acts and laws amendatory thereof and Supplemental thereto, and such arbitration provisions of the Wisconsin Arbitration Statutes.

This Contract shall be governed in all respects, whether as to validity, construction, performance or otherwise, by the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives.

WATERLOO UTILITIES

GLS UTILITY LLC

By: _____

By: _____

Steve Bursaw

Title: _____

Title: Managing Member/Owner



Product Quotation

Quotation Number: 37454D037530

Date: 2023-06-02 12:14:07

Ship to	Bobcat Dealer	Bill To
CITY OF WATERLOO 136 N MONROE STREET WATERLOO, WI 53594	Mid-State Group, Inc Contact: Chris Niebauer 608-370-3350 cniebauer@midstateequipment.com	CITY OF WATERLOO 136 N MONROE STREET WATERLOO, WI 53594

Description

S66 T4 Bobcat Skid Steer Loader

74.0 HP Tier 4 V2 Bobcat Engine
 Auxiliary Hydraulics: Variable Flow
 Backup Alarm
 Bob-Tach
 Bobcat Interlock Control System (BICS)
 Controls: Bobcat Standard
 Cylinder Cushioning - Lift, Tilt
 Engine/Hydraulic Performance De-rate Protection
 Glow Plugs (Automatically Activated)
 Horn
 Instrumentation: Standard 5" Display (Rear Camera Ready) with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, auto idle, and security lockouts.
 Lift Arm Support

Lift Path: Vertical
 Lights, Front & Rear LED
 Operator Cab
 Includes: Adjustable Vinyl Suspension Seat, Top and Rear Windows, Parking Brake, Seat Bar and Seat Belt
 Roll Over Protective Structure (ROPS) meets SAE-J1040 and ISO 3471
 Falling Object Protective Structure (FOPS) meets SAE-J1043 and ISO 3449, Level I; (Level II is available through Bobcat Parts)
 Parking Brake: Wedge Brake System
 Tires: 31x12x16.5, 10 PR, Super Float Tires
 Two Speed Travel

60 Month Protection Plus (2000 Hours) Full Warranty

Power Bob-Tach
 7-Pin Attachment Control Kit
 High Flow
 Enclosed Cab with HVAC
 Sound Reduction
 Touch Display with Radio & Bluetooth
 Selectable Joystick Controls
 10-16.5, 10PR, Bobcat Heavy Duty Tires

2-Speed
 Hydraulic Bucket Positioning
 Automatic Ride Control
 Heated Cloth Air Ride Suspension Seat
 Premium LED Lights
 Rear View Camera

Total for this Machine **\$75,350**

74" Low Profile Bucket
 --- Bolt-On Cutting Edge, 74"

Total for these items **\$2,425**

Total of Items Quoted **\$77,775**
 Dealer Discount **-\$15,025**

Trade In – Bobcat S595 **-(37,500)**

Quote Total - US dollars **\$25,250**

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____

Waterloo City Council - Annual Calendar Announcements & Recognition

Meeting nights: 1st & 3rd Thursdays at 7:00 pm

JANUARY
FEBRUARY - Audit Prep
MARCH - Waterloo incorporated March 19, 1859 (Village status)
APRIL - Anniversary April 11, 1962 (City status) - National Library Week (generally 2 nd full week in April) 1 st mtg - National Linework Day 18 th 1 st mtg - Annual Organizational Mtg & Appointments - 2nd mtg after regular election - Audit Presentation 2 nd mtg - National Parks Week (3 rd Saturday start) 2 nd mtg
MAY - National Firefighters Day (always May 4th) 1 st mtg - National Police Week (w/o May 15 th) 1 st mtg - National EMS Week (3 rd full week of May Sat-Sun) 2 nd mtg - National Public Works Day (3 rd full week of May) 2 nd mtg
JUNE
JULY - Budget Kick off
AUGUST
SEPTEMBER - Annual Wheel Tax Ordinance – 1 st mtg
OCTOBER - National Government Week (2 nd week)
NOVEMBER - Budget public hearing and consideration of a Finance, Insurance & Personnel Committee budget recommendation
DECEMBER

ONLINE LINKS

- [Municipal Code Chapter 30 -- CITY COUNCIL](#)
- [2021-2026 Comprehensive Plan Update](#)