



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

**CITY OF WATERLOO COUNCIL AGENDA**  
**COUNCIL CHAMBER OF THE MUNICIPAL BUILDING – 136 N. MONROE STREET**  
**Thursday, August 03, 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: July 20, 2023
- 3) CITIZEN INPUT / PUBLIC COMMENT
- 4) OLD BUSINESS
- 5) MEETING SUMMARIES (since last Council meeting)
  - a) 07/24/2023 Fire/EMS Meeting
  - b) 07/25/2023 Library Board
  - c) 07/25/2023 Plan Commission - Cancelled
  - d) 08/01/2023 Waterloo Water & Light Commission
  - e) 08/02/2023 Parks Commission
  - f) 08/03/2023 Public Safety & Health Committee
  - g) 08/03/2023 Public Works & Property Committee
- 6) NEW BUSINESS
  - a) Non-Metro Connections Contract
  - b) WBA Wiener & Kraut Special Event
  - c) WBA-Friends of the Library 5K/2M Run/Walk
- 7) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a) Public Safety & Health
    - i) Ordinance 2023-16 Amending 350-7 Parking Restrictions. No Parking on the west side of Jefferson Street, East Madison to Pierce Street.
  - b) Waterloo Water & Light
    - i) Town & Country Construction Update
    - ii) Contractor's Application for Payment-Waterloo Utilities
    - iii) City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel
- 8) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS -
- 9) ADJOURNMENT

Jeanne Ritter Clerk/Deputy Treasurer

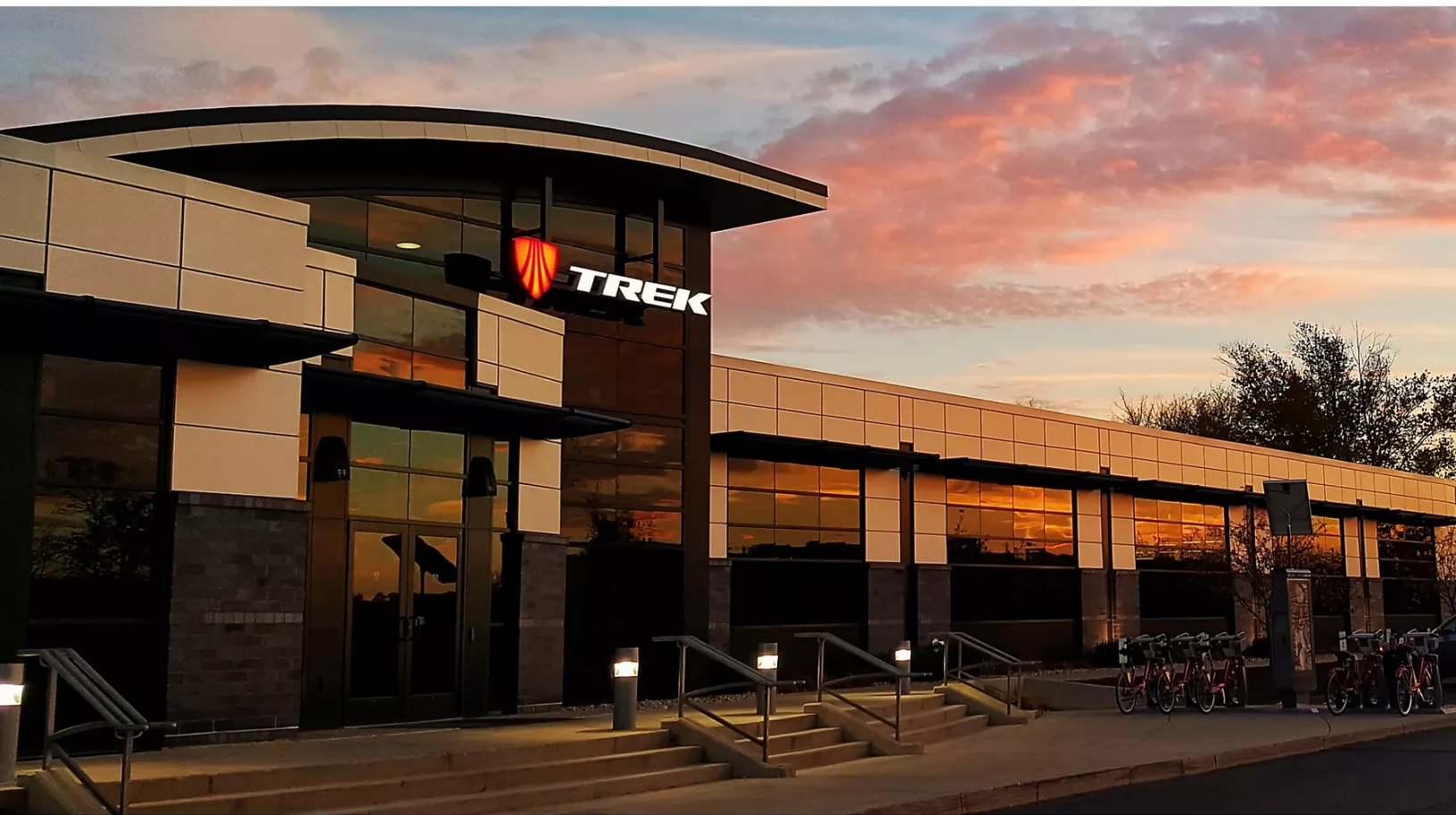
Posted & Emailed: 07/28/2023.

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: July 20, 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 Thomas. Attending Remotely: none Absent: none. Others attending remotely or in-person: Utility Superintendent Sorenson; Police Chief D. Sorenson; DPW R Rostad; Clerk Ritter; E. Butzine, J Haseleu, Eric Fowle with Cedar and WLOO Videographers. The pledge of allegiance was recited.
- 2) MEETING MINUTES APPROVAL: July 6, 2023 [A. Kuhl/Weihert] VOICE VOTE: Motion Carried.
- 3) CITIZEN INPUT / PUBLIC COMMENT none
- 4) OLD BUSINESS none
- 5) Motion to move 8a Senior Housing Study [Cummings/Weihert] VOICE VOTE: Motion carried
- 6) MEETING SUMMARIES (since last Council meeting)
  - a) 07/11/2023 Waterloo Water & Light Commission
  - b) 07/18/2023 CDA
  - c) 07/20/2023 Finance, Insurance & Personnel Committee
- 7) CONSENT AGENDA ITEMS
  - a) June Reports of City Officials & Contract Service Providers Motion to approve [Cummings/Griffin] 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
- 8) RECOMMENDATIONS OF BOARDS, COMMITTEES AND COMMISSIONS
  - a) Finance, Insurance and Personnel
    - i) June 2023 Financial Statements: Payroll \$135,699.28, General Disbursements \$227,252.54 and Clerk/Treasurer's Reports [[see on municipal website](#)] Motion [Thomas/Cummings] ROLL CALL: Ayes 6 Noes 0 Motion carried.
    - ii) Waterloo Fire Department – Repairs to Water Truck Rails Motion [Thomas/Cummings] ROLL CALL: Ayes 6 Noes 0 Motion carried.
  - b) Waterloo Water & Light
    - i) Town & Country Construction Update
    - ii) Contractor's Application for Payment-Waterloo Utilities Motion [C.Kuhl/Weihert] \$542,292.47 ROLL CALL Ayes 6 Noes 0 Motion carried.
    - iii) City of Waterloo Project Tracking Budget and Funding Allocations for Wastewater Remodel. [C.Kuhl/Cummings] ROLL CALL: Ayes 6 Noes 0 Motion carried.
    - iv) Update Ordinance 340-2 D. (2) Water & Light Utility Commission Motion [Thomas/Weihert] VOICE VOTE: Motion carried.
- 9) NEW BUSINESS
  - a) Senior Housing Study – Eric Fowle presentation
  - b) Class A Beer, Liquor & Cider License Applications Along with A Class C Wine Application – Tobacco license for The License Period 7/1/2023 – 6/30/2024 Handyspot Motion[A.Kuhl/Cummings] VOICE VOTE: Motion carried.
  - c) Appointing Charles Kuhl to the Plan Commission to replace vacancy left by Petts. Motion [Weihert/Cummings] VOICE VOTE: Motion carried. C. Kuhl abstain
  - d) Resolution 2023-24 Awarding Pavement Maintenance Contract to Thunder Road LLC, Genesee, WI [Cummings/A.Kuhl] ROLL CALL: Ayes 6 Noes 0 Motion carried.
  - e) Ward 4 & 5 Appointment of Alderperson to Fill Council Vacancy . [NOTE: The City Council may meet in closed session per Wis. Stat. 19.85(1)(c) "considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility. Upon concluding a closed session, the Committee will reconvene in open session. Motion to approve Jodie Haseleu as Ward 4&5 alderperson. [Weihert/C.Kuhl] VOICE VOTE : Motion carried.
- 10) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
- 11) ADJOURNMENT [C.Kuhl/A.Kuhl] VOICE VOTE: Motion carried. 7:47 pm



Prepared for:  
City of Waterloo  
Jenifer  
Quimby

Created by:  
Everett  
Butzine  
Non-Metro  
Connections

# Service Contract - Community and Economic Development Consulting

This Service Contract (this “Contract” or this “Service Contract”), is entered into and made effective as of July 22 (the “Effective Date”), by and between City of Waterloo, with an office located at 136 N Monroe St., Waterloo (WI), 53594 (“Customer”), and Non-Metro Connections, with an office located at 329 W 3rd St., Fox Lake(WI), 53933 (“Consultant”).

**Whereas:**

1. Customer has a need for services; and
2. Consultant has an interest in performing such services for Customer; and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

**Now therefore**, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

## Description of Services

**Economic Development Services:**

A. Business Retention & Expansion

Activities associated with business retention and expansion including visits and communication with key community business stake-holders.

B. Business Recruitment & Entrepreneurship

Activities associated with recruitment and formation, consisting of marketing of available properties, planning new developments or redevelopment and continuation of existing programs. Activities include following up on all development leads shepherding projects from concept to implementation.

C. Marketing & Outreach

Activities intended to increase local and regional knowledge of Waterloo, its amenities and local businesses with a purpose of growing private investment in the community.

D. Office Hours & Meetings

Consultant will conduct office hours in Waterloo. Consultant will provide up to 17 hours per week in Waterloo, primarily communicating with property owners, business stake-holders and potential project partners. Consultant will attend up to two public municipal meetings a month.

E. Any additional services (eg. grant writing, TIF analysis, etc.) will be performed at an hourly rate with written or verbal approval by the Waterloo Community Development Authority.

## **Deliverables**

Monthly update on progress of services to:  
Community Development Authority

## **Project Schedule**

The contract terms are set for one-year. Contract will be automatically renewed on a month-to-month basis after July 22, 2024.

## **Pricing and Rates**

1. Economic Development Services: \$52,000/year or \$4,333.34/month
  1. Additional ED Services outside of scope: \$65/hour

## **Payment Terms and Schedule**

An itemized monthly invoice will be in a form reasonably acceptable to the Customer on or before the 1st of the month from Consultant and expected to be paid in net-30 days.



# Terms and Conditions

This independant contractor agreement is governed by the terms and conditions provided here and in **Attachment A**, attached hereto.

**IN WITNESS WHEREOF**, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

Non-Metro Connections

City of Waterloo

Everett Butzine

Jenifer Quimby

# Attachment A

## Service Contract Terms and Conditions

### 1. Intellectual Property Rights

#### Retained rights

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre Existing Intellectual Property to the other party, subject to any licenses granted herein.

#### Pre existing intellectual property

Consultant will not use any Consultant or third party Pre-Existing Intellectual Property in connection with this Contract unless Consultant has the right to use it for Customer's benefit. If Consultant is not the owner of such Pre Existing Intellectual Property, Consultant will obtain from the owner any rights as are necessary to enable Consultant to comply with this Contract.

Consultant grants Customer a non exclusive, royalty free, worldwide, perpetual and irrevocable license in Consultant and third party Pre Existing Intellectual Property, to the extent such Pre-Existing Intellectual Property is incorporated into any Deliverable, with the license including the right to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

Consultant will not incorporate any materials from a third party, including Open Source or freeware, into any Deliverable unless (i) Consultant clearly identifies the specific elements of the Deliverable to contain third party materials, (ii) Consultant identifies the corresponding third party licenses and any restrictions on use thereof, and (ii) approval is given by Customer in writing.

Consultant represents, warrants and covenants that Consultant has complied and shall continue to comply with all third party licenses (including all open source licenses) associated with any software components that will be included in the Deliverables or any other materials supplied by Consultant.

Consultant shall indemnify Customer against any losses and liability incurred by Customer due to failure of Consultant to meet any of the requirements in any of the third party licenses.



## **Ownership of deliverables**

Subject to Consultant and third party rights in Pre Existing Intellectual Property, all Deliverables, whether complete or in progress, and all Intellectual Property Rights related thereto shall belong to Customer, and Consultant hereby assigns such rights to Customer.

## **No rights to customer intellectual property**

Except for the limited license to use materials provided by Customer as may be necessary in order for Consultant to perform Services under this Contract, Consultant is granted no right, title, or interest in any Customer Intellectual Property.

## **2. Confidentiality**

### **Confidential information**

For purposes of this Contract, "Confidential Information" shall mean information or material proprietary to a Party or designated as confidential by such Party (the "Disclosing Party"), as well as information about which a Party (the "Receiving Party") obtains knowledge or access, through or as a result of this Contract (including information conceived, originated, discovered or developed in whole or in part by Consultant hereunder).

### **Confidential Information does not include:**

- a) information that is or becomes publicly known without restriction and without breach of this Contract or that is generally employed by the trade at or after the time the Receiving Party first learns of such information;
- b) generic information or knowledge which the Receiving Party would have learned in the course of similar employment or work elsewhere in the trade; c) information the Receiving Party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation;
- d) information the Receiving Party rightfully knew prior to receiving such information from the Disclosing Party to the extent such knowledge was not subject to restrictions on further disclosure;
- or (e) information the Receiving Party develops independent of any information originating from the Disclosing Party.

## **Customer confidential information**

The following constitute Confidential Information of Customer and should not be disclosed to third parties: the Deliverables, discoveries, ideas, concepts, software in various states of development, designs, drawings, specifications, techniques, models, data, source code, source files and documentation, object code, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, customer names and other information related to customers, price lists, pricing policies and financial information, this Contract and the existence of this Contract, and any work assignments authorized or issued under this Contract.

Consultant will not use Customer's name, likeness, or logo (Customer's "Identity"), without Customer's prior written consent, to include use or reference to Customer's Identity, directly or indirectly, in conjunction with any other clients or potential clients, any client lists, advertisements, news releases or releases to any professional or trade publications.

## **Non-Disclosure**

The Parties hereby agree that during the term hereof and at all times thereafter, and except as specifically permitted herein or in a separate writing signed by the Disclosing Party, the Receiving Party shall not use, commercialize or disclose Confidential Information to any person or entity.

Upon termination, or at any time upon the request of the Disclosing Party, the Receiving Party shall return to the Disclosing Party all Confidential Information, including all notes, data, reference materials, sketches, drawings, memorandums, documentations and records which in any way incorporate Confidential Information.

## **Right to disclose**

With respect to any information, knowledge, or data disclosed to Customer by the Consultant, the Consultant warrants that the Consultant has full and unrestricted right to disclose the same without incurring legal liability to others, and that Customer shall have full and unrestricted right to use and publish the same as it may see fit.

Any restrictions on Customer's use of any information, knowledge, or data disclosed by Consultant must be made known to Customer as soon as practicable and in any event agreed upon before the start of any work.

## **Public Records Law**

The Consultant has been advised and acknowledges the Customer is a municipality subject to the Wisconsin Public Records Law. Notwithstanding any other provision in this Contract to the contrary, the Consultant shall reasonably cooperate with the Customer to facilitate compliance with the Wisconsin Public Records Law, sec. 19.21, et seq., Wis. Stats., and upon request by the Customer, provide to the Customer all documents in the Consultant's possession or control which are subject to release under such law.

### 3. Conflict of Interest

Consultant represents that its execution and performance of this Contract does not conflict with or breach any contractual, fiduciary or other duty or obligation to which Consultant is bound. Consultant shall not accept any work from Customer or work from any other business organizations or entities which would create an actual or potential conflict of interest for the Consultant or which is detrimental to Customer's business interests.

### 4. Termination

#### Rights to Terminate

1. Customer may terminate this Contract and/or an individual project for its convenience, without liability at any time, upon prior 45-day written notice to Consultant.
2. Consultant may terminate this Contract upon 45-day written notice provided there are no open projects at the time notice is given.
3. Customer may terminate this Contract and/or any open projects immediately for cause if the Consultant fails to perform any of its obligations under this Contract or if Consultant breaches any of the warranties provided herein and fails to correct such failure or breach to Customer's reasonable satisfaction within ten (10) calendar days (unless extended by Customer) following notice by Customer. Customer shall be entitled to seek and obtain all remedies available to it in law or in equity.
4. Upon termination by the Customer of any project or work given Consultant hereunder, Consultant will immediately provide Customer with any and all work in progress or completed prior to the termination date. As Customer's sole obligation to Consultant resulting from such termination, Customer will pay Consultant an equitable amount as determined by Customer for the partially completed work in progress and the agreed to price for the completed Services and/or Deliverables provided and accepted prior to the date of termination. The Consultant shall not be entitled to any compensation for partially completed projects or work if the Consultant terminates this Contract for any reason other than material breach by the Customer after refusal to cure for at least 10 days.
5. Upon termination or expiration of this Contract or a project performed by Consultant hereunder, whichever occurs first, Consultant shall promptly return to Customer all materials and or tools provided by Customer under this Contract and all Confidential Information provided by Customer to Consultant.
6. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

## 5. Warranties

### **Consultant warrants that:**

1. the Services and Deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,
2. it will perform the Services hereunder in a professional and workmanlike manner,
3. the Deliverables Consultant provides to Customer are new, of acceptable quality free from defects in material and workmanship and will meet the requirements and conform with any specifications agreed between the parties,
4. it has all necessary permits and is authorized to do business in all jurisdictions where Services are to be performed,
5. it will comply with all applicable federal and other jurisdictional laws in performing the Services,
6. it has all rights to enter into this Contract and there are no impediments to Consultant's execution of this Contract or Consultant 's performance of Services hereunder.

## **6. Inspection and Acceptance**

### **Non-conforming services and deliverables**

If any of the Services performed or Deliverables delivered do not conform to specified requirements, Customer may require the Consultant to perform the Services again or replace or repair the non-conforming Deliverables in order to bring them into full conformity with the requirements, at Consultant's sole cost and expense.

When the defects in Services and/or Deliverables cannot be corrected by re-performance, Customer may: (a) require Consultant to take necessary action, at Consultant's own cost and expense, to ensure that future performance conforms to the requirements and/or (b) reduce any price payable under the applicable project to reflect the reduced value of the Services performed and/or Deliverables delivered by Consultant and accepted by Customer.

If Consultant fails to promptly conform the Services and/or Deliverables to defined requirements or specifications, or take action deemed by Customer to be sufficient to ensure future performance of the project in full conformity with such requirements, Customer may (a) by contract or otherwise, perform the services or subcontract to another Consultant to perform the Services and reduce any price payable by an amount that is equitable under the circumstances and charge the difference in re-procurement costs back to Consultant and/or (b) terminate the project and/or this Contract for default.

## **7. Insurance**

Consultant shall maintain adequate insurance coverage and minimum coverage limits for its business as required by any applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Consultant in its reasonable discretion. Consultant's lack of insurance coverage shall not limit any liability Consultant may have under this Contract.

## **8. Miscellaneous**

### **Assignment**

Consultant shall not assign any rights or obligations of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer.

### **Governing law**

The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of Wisconsin, excluding its choice of law rules.

### **Severability**

The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law.

To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.

### **Independent contractor**

Nothing contained in this Contract shall create an employer and employee relationship, a master and servant relationship, or a principal and agent relationship between Consultant and Customer. Customer and Consultant agree that Consultant is, and at all times during this Contract shall remain, an independent contractor.

The Consultant shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the Customer pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the Customer for the benefit of its employees. Any persons whom the Consultant provides for service under this Contract are employees and/or the responsibility of the Consultant and are not employees or the responsibility of the Customer. The Consultant shall not, at any time, represent itself to be anything other than an independent contractor with regard to the Customer. The Consultant shall be solely responsible for

all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The Consultant hereby agrees to furnish the Customer with its taxpayer identification number (or social security number) prior to commencement of work under this Contract. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the Consultant from the Customer.



## **Force majeure**

Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy.

In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Consultant and Customer. If the delay remains in effect for a period in excess of thirty days, Customer may terminate this Contract immediately upon written notice to Consultant.

## **Entire contract**

This document and all attached or incorporated documents contains the entire agreement between the Parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.

## **No Third-Party Beneficiaries**

This Contract is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Contract is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person, firm, corporation or governmental or non-governmental entity not a party to this Contract.

City of Waterloo

Non-Metro Connections

Jenifer Quimby

Everett Butzine



**HOLD HARMLESS CLAUSE:**

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

**INSURANCE REQUIREMENTS:**

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, \_\_\_\_\_ 20\_\_ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594.** Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

**PERMITTED USE OF PUBLIC PROPERTY:**

Whereas the Special or Entertainment Event Sponsor agrees to use the public property at S. Monroe St as per Template in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of 9-9-23 through 9-9-23 \_\_\_\_\_ 20\_\_\_\_. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

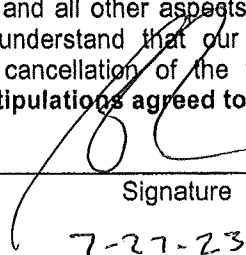
**LIABILITY WAIVER:**

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

**AUTHORIZED SIGNATURES:**

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

Steve Parker  
Name (please print)  
  
Vice President  
Signatory Title (if applicable)

  
Signature  
7-27-23  
Date

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

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594**. A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: \_\_\_\_\_ Received by: \_\_\_\_\_

Clerk's Office to complete the section below:

Cc:

\_\_\_\_\_ Police Department

\_\_\_\_\_ Council Approval \_\_\_\_\_  
Date

\_\_\_\_\_ Fire Department

\_\_\_\_\_ Public Works

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Waterloo Utilities

**Fee for Profit Events = \$50.00 per event.**

***Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.***

**Fee Paid:** \_\_\_\_\_

**Date Paid:** \_\_\_\_\_

**Received by:** \_\_\_\_\_

## Attachment 1

### CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.

2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:

**\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.**

3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.

4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.

5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.

**6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025

**SPECIAL EVENT or ENTERTAINMENT WORKSHEET**

NAME OF EVENT: WEINER & KRAUT DAY 2023

DATE (S) OF EVENT: September 9, 2023 HOURS: 9am - 7pm

LOCATION/PROPERTY: South Monroe St as per attached downtown template

**SAFETY PROCEDURES:**

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

If yes, list security company name. \_\_\_\_\_

Where will security be needed? \_\_\_\_\_

What times will security be needed? \_\_\_\_\_

Will WPD officers be required? YES NO XX

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

2) What are your plans for medical assistance? First Aid Kit or Dial 911

Municipal estimation of cost: \_\_\_\_\_ WFD equipment/personnel @ \_\_\_\_\_ \$ hours = \$ \_\_\_\_\_

3) Will there be fireworks at your event? YES NO XX

Date of fireworks \_\_\_\_\_ Time of Fireworks \_\_\_\_\_

Name/Address of company supplying fireworks \_\_\_\_\_

Fire Marshall must be contacted for approval and consultation.

**SET UP / CLEAN UP PROCEDURES:**

1) Name of person in charge of set up: Steve Parker phone # 608-575-9095

2) What time will set up begin: 6-7 am

3) Name of clean up contact person: Sam Hensler Cell Phone# 920-342-0840

4) Estimated time for clean up after event: \_\_\_\_\_ 7 pm

**FEES AND PROCEEDS:**

1) Will admission be charged for this event? YES NO XX

If yes, how much: Adult \_\_\_\_\_ Seniors \_\_\_\_\_ Students \_\_\_\_\_

Children 5 & under \_\_\_\_\_ Families \_\_\_\_\_

2) If a participant fee is charged, please indicate the amount: Booth: \_\_\_\_\_

Concessionaire: \_\_\_\_\_

3) Will alcoholic beverage(s) be sold? YES  NO

If yes, what beverage and at what cost? \$5 per beer, no wine (If Approved)

4) What does the Sponsor intend to do with any revenue over and above the expenditures? Continue to support community events sponsored by our organization

(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)

**ENTERTAINMENT AND PROMOTIONS:**

2) List names of performers and entertainment groups:

Hi-Energy DJ  
\_\_\_\_\_

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

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other Internet/Facebook/Newspaper/Other Social Media

**PUBLIC PROPERTIES PROCEDURES:**

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES  NO

Purpose of barricades: Create Beer Garden atmosphere. Keep people contained

Location of placement: See attached Template Amount needed Same as 2022

Date barricades needed 9-9-23 Time of placement Steve will place

Name of company providing service if other than City \_\_\_\_\_

2) Will you require electrical service(s) YES  NO

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost\$ \_\_\_\_\_

Equipment being used: DJ Equipment - Veterans Park

Location Veterans Park Entainer name Hi-Energy DJ

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_ Entainer name \_\_\_\_\_

**Waterloo, WI**

Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Name of company providing service if other than City: \_\_\_\_\_

3) Will you need fencing installed? YES  NO

Purpose of fencing: Barricade cul-de-sac

Location: See attached Template Amount: \_\_\_\_\_

Date needed \_\_\_\_\_ Time needed \_\_\_\_\_

Estimated costs: \_\_\_\_\_ locations @ \$100. = \$ \_\_\_\_\_ Total costs

4) Will parking considerations be needed YES NO

Type(s) \_\_\_\_\_

Location: \_\_\_\_\_ Amount \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

5) Will picnic tables be needed? YES  NO

Location Cul-de-sac Amount 4 tables

Date needed: 9-9-23 Time needed 7 am

Estimated cost(s) 4 Picnic tables @ \$5.00 per table = \$ 20.00

6) Is a street sweeper needed? YES NO

Location \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Estimated cost(s) \_\_\_\_\_ hours @ \_\_\_\_\_ = \$ \_\_\_\_\_ total cost

Name of company providing service, if not City: \_\_\_\_\_

7) Will you need additional trash bins? YES

If yes how many requested? Cardboard trash bins \_\_\_\_\_ Barrels 4

Where do you want them placed? We will place as part of setup

Name of disposal company if other than the City: Personal LRS Dumpster (144 W. Madison)

Where will dumpster be place: \_\_\_\_\_



8) Will water connection be needed?                      YES                      NO

Location \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

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

W Madison St

E Madison St

Country Roads  
Veterinary Service

The Venue at  
River's Edge

Mt Bar  
Takeout

Ayala's Market

Monroe Street Pizz  
Takeout • Delivery

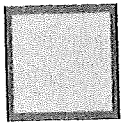
Meade St

S Monroe St

Taylor St

Weiner  
and  
Beer  
Serving  
Area

Google



Parking barricades

The Weiner and Beer  
serving area will be  
fenced off to ensure  
beer stays contained.

map

# W&K Day Downtown Vendor Spots

Maunsha River

Private

30 31 32

26 27 28 29

17

18

20 21

22 23 24

16 15 14 13 12 11 10 9

Maunsha River

Private

7 8

5

3

2 1

59 50 61 52

Public Parking

W&K Day Area

Maunsha River

Maunsha River

Public Parking

Maunsha River

Private

Band Stand

46 47 48 49

50

57 56 55

53 52 51

Maunsha River

Private

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

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ \_\_\_\_\_

Application Date: 07/27/2023

Town  Village  City of Waterloo

County of Jefferson

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 09/09/2023 and ending 09/09/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

- 1. Organization** (check appropriate box) →  Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Waterloo Business Association

(b) Address P.O. Box 108 Waterloo, WI 53594  
(Street)

Town  Village  City

(c) Date organized 03/01/2021

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Samantha Hensler

Vice President Steve Parker

Secretary Jennifer Zimmerman

Treasurer Ben Reigel

(g) Name and address of manager or person in charge of affair: Samantha Hensler

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number Cul-de-sac at North end of Monroe Street as described in Template attached.

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? \_\_\_\_\_

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

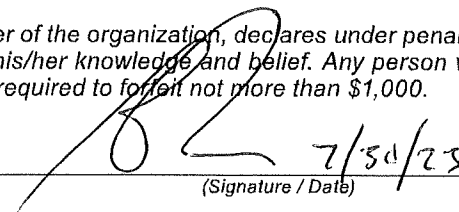
## 3. Name of Event

(a) List name of the event Weiner & Kraut Day 2023

(b) Dates of event 09/09/2023

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer  7/30/23  
(Signature / Date)

Waterloo Business Association  
(Name of Organization)

Date Filed with Clerk 07/30/2023

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



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

**APPLICATION FOR SPECIAL EVENT or ENTERTAINMENT LICENSE**

Any Special Event or Entertainment Event sponsor requesting municipal approvals, services, assistance, and/or other support from the City of Waterloo for a special or entertainment event on public or private property must provide the following information.

Submittal of application does not constitute approval. All applications must be reviewed.

NAME OF SPONSOR (Applicant): Friends of KJML / Waterloo Business Assoc.

STATUS: (circle one) unincorporated incorporated individual other \_\_\_\_\_

CONTACT NAME: Tammy Benforth <sup>NON PROFIT</sup>

PHONE NUMBER: 920-988-7854 / \_\_\_\_\_ / \_\_\_\_\_  
 DAYTIME EVENING FAX

EMAIL ADDRESS: tazzenforth@hotmail.com

NAME OF EVENT: Winoer & Grant 5K/2M Run/walk

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

PURPOSE OF EVENT: Fundraiser for the Friends of KJML

DATE OF EVENT: Sept. 9, 2023

EVENT HOURS: 2 SET UP HOURS 2 BREAKDOWN 1

DESCRIPTION OF EVENT: 5K Run / 2 mile walk

SITE/ADDRESS FOR EVENT (list if multiple locations) KJML standard race

PROJECTED ATTENDANCE: 75 PAST ATTENDANCE: 75

NUMBER OF VOLUNTEERS/PERSONNEL FOR EVENT: 8-10 volunteers

RAIN POLICY: rain or shine

DATE APPLICATION MADE 8/1/23

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

**HOLD HARMLESS CLAUSE:**

The special event or entertainment sponsor hereby agrees to indemnify and hold harmless the City of Waterloo, Wisconsin, its agents, public officials, officers, employees and authorized volunteers, from and against any and all legal actions, claims, damages, losses, expenses arising out of the permitted event/activity or any activity associated with the conduct of the sponsor's operation of the event, including but not limited to, claims for personal or bodily injury, disease or death, or injury to or destruction of property, excluding claims caused by the willful commission or omission by employees of the City of Waterloo acting within the scope of their employment.

Further, the event sponsor agrees to indemnify the City of Waterloo and any of its agents, public officers, officials or employees and authorized volunteers for any attorneys fees and court costs incurred or to be incurred in defending any actions brought against them as a result of the sponsor's use of public property or operation of the event as set forth in the application for special permit.

**INSURANCE REQUIREMENTS:**

Proof of insurance is required of all Special or Entertainment Event Sponsors before the event. The attached list of insurance requirements should be reviewed immediately with your Insurance Agent to comply. Please provide a Certificate of Insurance with your completed application by, \_\_\_\_\_ 20\_\_ to the **City Clerk's Office 136 N. Monroe Street, Waterloo, WI. 53594**. Insurance coverage shall be from companies and in amounts acceptable to the City of Waterloo. Failure to provide said acceptable insurance coverage in a timely manner is grounds for non-issuance or revocation of the permit.

**PERMITTED USE OF PUBLIC PROPERTY:**

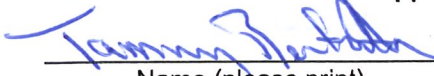

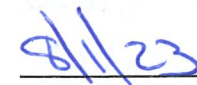
Whereas the Special or Entertainment Event Sponsor agrees to use the public property at \_\_\_\_\_ in Waterloo, Wisconsin, known as, for staging of, the City of Waterloo does hereby agree to permit for use, at no cost, these premises for the date(s) of \_\_\_\_\_ through \_\_\_\_\_ 20\_\_. Sponsor does hereby agree to conduct only that business/activity which is described in the Special Event Permit Application, and agrees to all municipal requirements. Sponsor further agrees that within thirty (30) days of the conclusion of the event it will, at its own expense, provide for the repair, replacement or maintenance of any damaged, lost or stolen portions of the subject property including, but not limited to landscaping, street or buildings and/or pavement.

**LIABILITY WAIVER:**

The event sponsor agrees for itself and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to waive and relinquish all claims that may result in any manner against the City of Waterloo, its agents, public officers, officials or employees and authorized volunteers from said sponsored event or activity, except for acts caused by the willful and wanton misconduct by employees of the City of Waterloo acting within the scope of their employment.

**AUTHORIZED SIGNATURES:**

I hereby attest that I am authorized to bind the sponsor and/or its employees, agents, or volunteers associated or to be associated with the activity for which the permit is being sought, to the terms of this agreement. I have read and understand all regulations and requirements outlined herein. I/we do hereby agree to abide by all rules and regulations outlined herein. I/we hereby agree to meet all requirements for documentation, certification, licensing, financial responsibility and all other aspects of staging a Special Event in the City of Waterloo, as outlined herein. I/we understand that our lack of meeting all requirements outlined herein may result in the denial or cancellation of the proposed Special or Entertainment Event. **Permit applied for and all terms and stipulations agreed to by:**

 <hr/> Name (please print)	 <hr/> Signature
<hr/> Signatory Title (if applicable)	 <hr/> Date

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

Form created: 03/11/2004

THIS APPLICATION, WITH A DETAILED SITE PLAN ATTACHED, AND ANY OTHER APPLICABLE DOCUMENTS AS OUTLINED HEREIN, MUST BE REMITTED TO THE CLERK'S OFFICE NO LATER THAN NINETY DAYS (90) PRIOR TO THE OPENING DAY OF THE EVENT. Application received late or incomplete may be denied. Direct mail to the **City Clerk, City of Waterloo, 136 N. Monroe Street, Waterloo, WI. 53594.** A copy of the application will then be forwarded to the appropriate committees and or Departments for consideration of approval, denial, and scheduling.

Date application received: \_\_\_\_\_ Received by: \_\_\_\_\_

Clerk's Office to complete the section below:

Cc:

\_\_\_\_\_ Police Department

\_\_\_\_\_ Council Approval \_\_\_\_\_  
Date

\_\_\_\_\_ Fire Department

\_\_\_\_\_ Public Works

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Waterloo Utilities

**Fee for Profit Events = \$50.00 per event.**

**Fee is WAIVED for events held or sponsored by educational, charitable, nonprofit, or religious organizations when the proceeds are devoted to the purposes of such organization.**

**Fee Paid:** \_\_\_\_\_

**Date Paid:** \_\_\_\_\_

**Received by:** \_\_\_\_\_

## Attachment 1

### CITY OF WATERLOO INSURANCE REQUIREMENTS FOR SPECIAL EVENTS

1. The City of Waterloo requires submission of a Certificate of Insurance along with the Special or Entertainment Events Application prior to review by the City's Government Operations Committee.
2. The Certificate of Insurance must include the following **minimum** limits of insurance coverage required for special events on City property:  
**\$300,000 Injury or death of one person; \$1,000,000 for any one accident; \$50,000 for Property Damage.**
3. The City of Waterloo must be named on the Certificate of Insurance as **primary, non-contributory additional insured** under the general liability policy for the event.
4. The Certificate of Insurance must include the name of the special event, and the date, time and location of the event.
5. The City of Waterloo reserves the right to request a copy of the actual policy represented by the Certificate of Insurance.
- 6. No event will be allowed to proceed without receipt by the City of a valid Certificate of Insurance in full compliance with the above listed requirements.**

Any questions regarding these insurance requirements should be directed to the City Clerk's Office at (920) 478-3025



**SPECIAL EVENT or ENTERTAINMENT WORKSHEET**

NAME OF EVENT: Wiener & Kraut 5K/2M

DATE (S) OF EVENT: Sept 9, 2023 HOURS: 2hr

LOCATION/PROPERTY: KJML - race route

**SAFETY PROCEDURES:**

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

If yes, list security company name. \_\_\_\_\_

Where will security be needed? \_\_\_\_\_

What times will security be needed? \_\_\_\_\_

Will WPD officers be required? YES  NO  Just @ the 8am start

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

2) What are your plans for medical assistance? \_\_\_\_\_

Municipal estimation of cost: \_\_\_\_\_ WFD equipment/personnel @ \_\_\_\_\_ \$ hours = \$ \_\_\_\_\_

3) Will there be fireworks at your event? YES  NO

Date of fireworks \_\_\_\_\_ Time of Fireworks \_\_\_\_\_

Name/Address of company supplying fireworks \_\_\_\_\_

Fire Marshall must be contacted for approval and consultation.

**SET UP / CLEAN UP PROCEDURES:**

1) Name of person in charge of set up: Timmy Bentub phone # 920-988-7854

2) What time will set up begin: 7am i. night before to mark route

3) Name of clean up contact person: Timmy Bentub Cell Phone# 920-988-7854

4) Estimated time for clean up after event: \_\_\_\_\_

**FEES AND PROCEEDS:**

1) Will admission be charged for this event? YES  Race entry fee NO

If yes, how much: Adult \$25 Seniors \_\_\_\_\_ Students \_\_\_\_\_

Children 5 & under \_\_\_\_\_ Families \$50

2) If a participant fee is charged, please indicate the amount: Booth: \_\_\_\_\_

Concessionaire: \_\_\_\_\_

3) Will alcoholic beverage(s) be sold?

YES

NO

If yes, what beverage and at what cost? \_\_\_\_\_

4) What does the Sponsor intend to do with any revenue over and above the expenditures? \_\_\_\_\_

*Funds for the Friends of KJMC*

**(If this is a first year event, please provide a budget. If it is a repeat event, provide last year's financials.)**

**ENTERTAINMENT AND PROMOTIONS:**

2) List names of performers and entertainment groups:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

3) How will your event be promoted? Television Radio Newspapers Posters Flyers

other \_\_\_\_\_

**PUBLIC PROPERTIES PROCEDURES:**

If you are requesting city services, please complete the following area:

1) Will you need barricades? YES

NO

*20 orange cones on Fri. daytime @ Library to mark route on road*

Purpose of barricades: \_\_\_\_\_

Location of placement: \_\_\_\_\_ Amount needed \_\_\_\_\_

Date barricades needed \_\_\_\_\_ Time of placement \_\_\_\_\_

Name of company providing service if other than City \_\_\_\_\_

2) Will you require electrical service(s)

YES

NO

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location \_\_\_\_\_ Entainer name \_\_\_\_\_

Entertainment: number of amps \_\_\_\_\_ = \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_ Entainer name \_\_\_\_\_

Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Concessions: \_\_\_\_\_ amps= \_\_\_\_\_ lines @ \$20 Cost \$ \_\_\_\_\_

Equipment being used: \_\_\_\_\_

Location: \_\_\_\_\_

Name of company providing service if other than City: \_\_\_\_\_

3) Will you need fencing installed? YES  NO

Purpose of fencing: \_\_\_\_\_

Location: \_\_\_\_\_ Amount: \_\_\_\_\_

Date needed \_\_\_\_\_ Time needed \_\_\_\_\_

Estimated costs: \_\_\_\_\_ locations @ \$100. = \$ \_\_\_\_\_ Total costs

4) Will parking considerations be needed YES  NO

Type(s) \_\_\_\_\_

Location: \_\_\_\_\_ Amount \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

5) Will picnic tables be needed? YES  NO

Location \_\_\_\_\_ Amount \_\_\_\_\_

Date needed: \_\_\_\_\_ Time needed \_\_\_\_\_

Estimated cost(s) \_\_\_\_\_ Picnic tables @ \$5.00 per table = \$ \_\_\_\_\_

6) Is a street sweeper needed? YES  NO

Location \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Estimated cost(s) \_\_\_\_\_ hours @ \_\_\_\_\_ = \$ \_\_\_\_\_ total cost

Name of company providing service, if not City: \_\_\_\_\_

7) Will you need additional trash bins? YES  NO

If yes how many requested? Cardboard trash bins \_\_\_\_\_ Barrels \_\_\_\_\_

Where do you want them placed? \_\_\_\_\_

Name of disposal company if other than the City: \_\_\_\_\_

Where will dumpster be place: \_\_\_\_\_

8) Will water connection be needed?

YES

NO

Location \_\_\_\_\_ Amount \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

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



- er St
- BRN
- SE
- ACK
- Side Dr
- 2
- e





*The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.*

**§ 350-7 Parking restrictions.**  
**[Amended by Ord. No. 88-2]**

B. Parking on certain streets prohibited. Unless specifically otherwise provided, no person shall park a vehicle at any time upon the following streets or portions thereof:

(17) On the west side of Jefferson Street, from East Madison Street south to its intersection with Pierce Street.

**Contractor's Application for Payment**

<b>Owner:</b> <u>Waterloo Utilities</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Town &amp; Country Engineering</u>	<b>Engineer's Project No.:</b> <u>WW-62</u>
<b>Contractor:</b> <u>Portzen</u>	<b>Contractor's Project No.:</b> <u>23-04</u>
<b>Project:</b> <u>2023 Water and Wastewater Improvements</u>	
<b>Contract:</b> <u>Wastewater Treatment Facility and Water Booster Station</u>	

**Application No.:** 3                      **Application Date:** 7/21/2023  
**Application Period:** **From** 6/30/2023 **to** 7/26/2023

1. Original Contract Price	\$ 22,221,337.75
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 22,221,337.75
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,912,563.35
5. Retainage	
a. <u>5%</u> X \$ <u>1,415,883.80</u> Work Completed	\$ 70,794.19
b. <u>5%</u> X \$ <u>496,679.55</u> Stored Materials	\$ 24,833.98
c. Total Retainage (Line 5.a + Line 5.b)	\$ 95,628.17
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,816,935.18
7. Less previous payments (Line 6 from prior application)	\$ 1,116,087.37
8. Amount due this application	\$ 700,847.81
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 20,308,774.40

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:


- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Portzen Construction Inc.

**Signature:** 

**Date:** 7/21/2023

**Recommended by Engineer**

**By:**   
**Title:** VICE-PRESIDENT  
**Date:** 7/27/23

**Approved by Owner**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Approved by Funding Agency**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_



Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		Application Period:		Application Date:				
3		From	06/30/23	to	07/26/23	07/21/23		
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Original Contract</b>								
1	<b>GENERAL REQUIREMENTS</b>					-		-
2	Bonds	\$ 111,350.00	111,350.00			111,350.00	100%	-
3	Mobilization	\$ 180,698.00	70,000.00	10,000.00		80,000.00	44%	100,698.00
4	Project Management	\$ 466,830.00	53,700.00	16,700.00		70,400.00	15%	396,430.00
5	Project Management Software	\$ 27,562.00	27,562.00			27,562.00	100%	-
6	Temporary Construction Fence	\$ 20,000.00	20,000.00			20,000.00	100%	-
7	Port-a-potty rental	\$ 12,812.00	1,200.00	600.00		1,800.00	14%	11,012.00
8	Job trailer	\$ 17,325.00	1,100.00	550.00		1,650.00	10%	15,675.00
9	Trash Disposal	\$ 31,500.00	1,600.00	800.00		2,400.00	8%	29,100.00
10	Safety	\$ 15,750.00	800.00	400.00		1,200.00	8%	14,550.00
11	Survey & Staking	\$ 10,500.00	1,500.00	2,500.00		4,000.00	38%	6,500.00
12	Concrete Testing	\$ 26,250.00	2,000.00	1,800.00		3,800.00	14%	22,450.00
13	Project Sign	\$ 1,575.00	1,575.00			1,575.00	100%	-
14	Lodging	\$ 196,350.00	15,100.00	7,500.00		22,600.00	12%	173,750.00
15	Temp. Utilities	\$ 105,000.00	2,500.00			2,500.00	2%	102,500.00
16	Cleaning Site and Building	\$ 45,990.00				-	0%	45,990.00
17	Equipment Rental	\$ 175,600.00	5,000.00	15,000.00		20,000.00	11%	155,600.00
18	<b>SITWORK</b>					-		-
19	Selective Demolition	\$ 241,105.00	2,500.00	10,060.00		12,560.00	5%	228,545.00
20	Site Demo	\$ 114,251.00	14,640.00			14,640.00	13%	99,611.00
21	Erosion Control	\$ 5,250.00	3,520.00			3,520.00	67%	1,730.00
22	Rammed Aggregate Piers	\$ 109,605.00	69,051.00			69,051.00	63%	40,554.00
23	Paving Prep	\$ 182,735.00				-	0%	182,735.00
24	Aphalt Paving	\$ 171,308.00				-	0%	171,308.00
25	Concrete Paving	\$ 155,770.00	3,800.00			3,800.00	2%	151,970.00
26	Site Furnishings	\$ 3,150.00				-	0%	3,150.00
27	Temp Roads	\$ 7,875.00	7,875.00			7,875.00	100%	-
28	Rough Grading	\$ 159,886.00				-	0%	159,886.00
29	Building Excavation and Backfill	\$ 190,756.00	20,308.00	6,500.00		26,808.00	14%	163,948.00
30	Sanitary Systems	\$ 1,515,690.00	161,366.75	100,340.13	224,719.00	486,425.88	32%	1,029,264.12
31	Storm Systems	\$ 121,166.00				-	0%	121,166.00
32	Water Systems	\$ 214,044.00			4,375.00	4,375.00	2%	209,669.00
33	Site Air Piping	\$ 245,980.00				-	0%	245,980.00
34	Landscaping WWTF	\$ 46,550.00				-	0%	46,550.00
35	<b>CONCRETE</b>					-		-
36	Concrete	\$ 938,579.00	77,228.00	101,000.00	28,601.35	206,829.35	22%	731,749.65
37	Precast Concrete	\$ 41,583.00				-	0%	41,583.00
38	<b>MASONRY</b>					-		-
39	Masonry Materials ST 10	\$ 155,608.00	43,308.00	66,692.00		110,000.00	71%	45,608.00
40	Masonry Labor ST10	\$ 301,146.00	41,776.00	101,233.00		143,009.00	47%	158,137.00
41	Masonry Materials ST 25	\$ 93,952.00				-	0%	93,952.00
42	Masonry Labor ST25	\$ 156,675.00			39,356.00	39,356.00	25%	117,319.00
43	Masonry Materials ST 50	\$ 8,515.00				-	0%	8,515.00
44	Masonry Labor ST50	\$ 19,753.00				-	0%	19,753.00
45	Masonry Materials ST 55	\$ 44,533.00				-	0%	44,533.00
46	Masonry Labor ST55	\$ 75,320.00			17,623.00	17,623.00	23%	57,697.00
47	<b>METALS</b>					-		-
48	Structural Steel Framing	\$ 24,267.00		12,741.82		12,741.82	53%	11,525.18
49	Metal Fabrications	\$ 110,144.00		11,469.10		11,469.10	10%	98,674.90
50	Guard & Hand Rail	\$ 170,313.00				-	0%	170,313.00

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		3		Application Period:		From	06/30/23	to	07/26/23	Application Date:		07/21/23
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)				
			(D + E) From Previous Application (\$)	This Period (\$)								
51	Bar Grating	\$ 384,672.00				-	0%	384,672.00				
52	Labor to install	\$ 229,145.00				-	0%	229,145.00				
53	Access Hatches	\$ 12,600.00				-	0%	12,600.00				
54	<b>CARPENTRY</b>											
55	Trusses	\$ 39,108.00				-	0%	39,108.00				
56	Truss Labor	\$ 22,460.00				-	0%	22,460.00				
57	Rough Carpentry	\$ 130,546.00		10,000.00		10,000.00	8%	120,546.00				
58	Finish Carentry	\$ 5,386.00				-	0%	5,386.00				
59	<b>THERMAL &amp; MOISTURE</b>											
60	Dampproofing & Joint Sealants	\$ 78,250.00		24,367.00		24,367.00	31%	53,883.00				
61	Thermal Insulation	\$ 21,854.00	2,016.00			2,016.00	9%	19,838.00				
62	Weather barrier	\$ 5,250.00				-	0%	5,250.00				
63	ST 10 Roofing Materials	\$ 117,398.00				-	0%	117,398.00				
64	ST 10 Roofing Labor	\$ 63,361.00				-	0%	63,361.00				
65	ST 25 Roofing Materials	\$ 23,610.00				-	0%	23,610.00				
66	ST 25 Roofing Labor	\$ 14,857.00				-	0%	14,857.00				
67	ST 35 Roofing Materials	\$ 7,954.00				-	0%	7,954.00				
68	ST 35 Roofing Labor	\$ 3,512.00				-	0%	3,512.00				
69	ST 50 Roofing Materials	\$ 41,764.00				-	0%	41,764.00				
70	ST 50 Roofing Labor	\$ 17,556.00				-	0%	17,556.00				
71	ST 55 Roofing Materials	\$ 21,510.00				-	0%	21,510.00				
72	ST 55 Roofing Labor	\$ 12,755.00				-	0%	12,755.00				
73	<b>DOORS &amp; WINDOWS</b>											
74	Structure 10 Doors, Frames & Hardware	\$ 46,925.00		890.00		890.00	2%	46,035.00				
75	Structure 25 Doors, Frames & Hardware	\$ 11,887.00				-	0%	11,887.00				
76	Structure 35 Doors, Frames & Hardware	\$ 9,161.00				-	0%	9,161.00				
77	Structure 50 Doors, Frames & Hardware	\$ 25,080.00				-	0%	25,080.00				
78	Structure 55 Doors, Frames & Hardware	\$ 5,863.00				-	0%	5,863.00				
79	Labor to install	\$ 35,140.00		375.00		375.00	1%	34,765.00				
80	Sectional Overhead Doors	\$ 62,450.00				-	0%	62,450.00				
81	Aluminum Windows and Galzing	\$ 21,169.00				-	0%	21,169.00				
82	Aluminum Access Doors	\$ 14,490.00				-	0%	14,490.00				
83	Attic Access	\$ 5,250.00				-	0%	5,250.00				
84	<b>FINISHES</b>											
85	Gyp Wall Board Assemblies	\$ 36,414.00				-	0%	36,414.00				
86	Acoustical Ceilings	\$ 15,015.00				-	0%	15,015.00				
87	Quarry Tile	\$ 72,420.00				-	0%	72,420.00				
88	Vinyl Wall Base	\$ 693.00				-	0%	693.00				
89	Painting	\$ 469,740.00				-	0%	469,740.00				
90	<b>SPECIALTIES</b>	\$ 13,681.00				-	0%	13,681.00				
91	<b>FURNISHINGS</b>											
92	Plastic Laminate Casework	\$ 5,250.00				-	0%	5,250.00				
93	Labor to install casework	\$ 2,194.00				-	0%	2,194.00				
94	Laboratory Casework	\$ 67,568.00				-	0%	67,568.00				
95	Labor to install casework	\$ 9,118.00				-	0%	9,118.00				
96	Engineering for Casework	\$ 2,100.00				-	0%	2,100.00				
97	<b>MECHANICAL</b>											
98	Plumbing & Process Project Management	\$ 126,000.00	16,300.00	1,800.00		18,100.00	14%	107,900.00				
99	<b>STRUCTURE 10:</b>											
100	Plumbing/Hydronics Materials and Equipment	\$ 136,500.00	16,850.00		33,855.20	50,705.20	37%	85,794.80				
101	Plumbing/Hydronics Labor	\$ 262,500.00	2,800.00	17,000.00		19,800.00	8%	242,700.00				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		3		Application Period:		From	06/30/23	to	07/26/23	Application Date:		07/21/23
A	B	C	D		E	F	G	H	I			
			Work Completed									
Item No.	Description	Scheduled Value (\$)	(D + E) From Previous Application (\$)	This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)				
102	Plumbing Insulation Materials	\$ 6,898.00					0%	6,898.00				
103	Plumbing Insulation Labor	\$ 5,515.00					0%	5,515.00				
104	Excavation	\$ 11,550.00					0%	11,550.00				
105	HVAC Equipment	\$ 312,841.00			54,150.00	54,150.00	17%	258,691.00				
106	HVAC Sheetmetal	\$ 61,950.00					0%	61,950.00				
107	HVAC Vent, Stands	\$ 6,720.00					0%	6,720.00				
108	HVAC Misc. Materials	\$ 5,775.00					0%	5,775.00				
109	HVAC Equipment Rental	\$ 9,450.00					0%	9,450.00				
110	HVAC Labor	\$ 130,218.00					0%	130,218.00				
111	HVAC Management	\$ 5,250.00					0%	5,250.00				
112	HVAC Test and Balance	\$ 10,080.00					0%	10,080.00				
113	HVAC Controls	\$ 168,000.00					0%	168,000.00				
114	HVAC Submittals, Pre-Con and Mobilization	\$ 71,720.00	8,000.00			8,000.00	11%	63,720.00				
115	HVAC Insulation Materials	\$ 16,810.00					0%	16,810.00				
116	HVAC Insulation Labor	\$ 13,844.00					0%	13,844.00				
117	<b>STRUCTURE 20</b>											
188	Process Materials	\$ 42,000.00			5,500.00	5,500.00	13%	36,500.00				
119	Process Labor	\$ 37,800.00					0%	37,800.00				
120	<b>STRUCTURE 25:</b>											
121	Plumbing/Process Materials	\$ 36,750.00			10,000.00	10,000.00	27%	26,750.00				
122	Plumbing/Process Labor	\$ 49,350.00					0%	49,350.00				
123	Plumbing Insulation Material	\$ 3,555.00					0%	3,555.00				
124	Plumbing Insulation Labor	\$ 2,703.00					0%	2,703.00				
125	HVAC Sheet Metal	\$ 15,750.00					0%	15,750.00				
126	HVAC Vent, Stands	\$ 4,200.00					0%	4,200.00				
127	HVAC Misc. Materials	\$ 3,150.00					0%	3,150.00				
128	HVAC Equipment Rental	\$ 4,200.00					0%	4,200.00				
129	HVAC Labor	\$ 36,267.00					0%	36,267.00				
130	HVAC Management	\$ 2,625.00					0%	2,625.00				
131	HVAC Insulation Materials	\$ 2,241.00					0%	2,241.00				
132	HVAC Insulation Labor	\$ 1,839.00					0%	1,839.00				
133	<b>STRUCTURE 30</b>											
134	Process Materials	\$ 89,250.00			8,000.00	8,000.00	9%	81,250.00				
135	Process Labor	\$ 140,700.00					0%	140,700.00				
136	<b>STRUCTURE 35:</b>											
137	Plumbing/ Process Materials	\$ 5,250.00			1,500.00	1,500.00	29%	3,750.00				
138	Plumbing/Process Labor	\$ 1,050.00					0%	1,050.00				
139	HVAC Sheet Metal	\$ 5,250.00					0%	5,250.00				
140	HVAC Misc. Materials	\$ 2,100.00					0%	2,100.00				
141	HVAC Equipment Rental	\$ 2,100.00					0%	2,100.00				
142	HVAC Labor	\$ 25,856.00					0%	25,856.00				
143	HVAC Management	\$ 2,625.00		500.00		500.00	19%	2,125.00				
144	HVAC Submittals, Pre-Con and Mobilization	\$ 6,300.00	1,000.00	1,500.00		2,500.00	40%	3,800.00				
145	HVAC Insulation Materials	\$ 1,120.00					0%	1,120.00				
146	HVAC Insulation Labor	\$ 975.00					0%	975.00				
147	<b>STRUCTURE 40</b>											
148	Process Materials	\$ 14,700.00			1,000.00	1,000.00	7%	13,700.00				
149	Process Labor	\$ 30,450.00					0%	30,450.00				
150	<b>STRUCTURE 50:</b>											
151	Plumbing/Process Materials	\$ 299,250.00			30,000.00	30,000.00	10%	269,250.00				
152	Plumbing/Process Labor	\$ 893,231.00					0%	893,231.00				

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		3		Application Period:		From 06/30/23 to 07/26/23		Application Date:		07/21/23	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
153	Plumbing Insulation Material	\$ 2,440.00				-	0%	2,440.00			
154	Plumbing Insulation Labor	\$ 1,730.00				-	0%	1,730.00			
155	HVAC Sheet Metal	\$ 9,450.00				-	0%	9,450.00			
156	HVAC Misc. Materials	\$ 9,923.00				-	0%	9,923.00			
157	HVAC Equipment Rental	\$ 3,150.00				-	0%	3,150.00			
158	HVAC Labor	\$ 64,776.00				-	0%	64,776.00			
159	HVAC Management	\$ 2,625.00				-	0%	2,625.00			
160	HVAC Submittals, Pre-Con and Mobilization	\$ 12,600.00	1,500.00			1,500.00	12%	11,100.00			
161	HVAC Insulation Materials	\$ 1,120.00				-	0%	1,120.00			
162	HVAC Insulation Labor	\$ 975.00				-	0%	975.00			
163	<b>STRUCTURE 55</b>										
164	Plumbing/Process Materials	\$ 168,000.00				28,000.00	17%	140,000.00			
165	Plumbing/Process Labor	\$ 115,500.00				-	0%	115,500.00			
166	Plumbing Insulation Materials	\$ 1,837.00				-	0%	1,837.00			
167	Plumbing Insulation Labor	\$ 1,405.00				-	0%	1,405.00			
168	HVAC Sheet Metal	\$ 12,600.00				-	0%	12,600.00			
169	HVAC Vent, Stands	\$ 6,300.00				-	0%	6,300.00			
170	HVAC Misc. Materials	\$ 2,362.00				-	0%	2,362.00			
171	HVAC Equipment Rental	\$ 2,100.00				-	0%	2,100.00			
172	HVAC Labor	\$ 25,331.00				-	0%	25,331.00			
173	HVAC Management	\$ 2,625.00				-	0%	2,625.00			
174	HVAC Submittals, Pre-Con and Mobilization	\$ 15,750.00	1,500.00			1,500.00	10%	14,250.00			
175	HVAC Insulation Materials	\$ 1,120.00				-	0%	1,120.00			
176	HVAC Insulation Labor	\$ 975.00				-	0%	975.00			
177	<b>STRUCTURE 60</b>										
178	Process Materials	\$ 55,650.00				3,500.00	6%	52,150.00			
179	Process Labor	\$ 44,100.00				-	0%	44,100.00			
180	<b>STRUCTURE 70</b>										
181	Process Materials	\$ 44,100.00				3,000.00	7%	41,100.00			
182	Process Labor	\$ 162,750.00				-	0%	162,750.00			
183	<b>STRUCTURE 75</b>										
184	Plumbing/Process Materials	\$ 31,415.00				3,500.00	11%	27,915.00			
185	Plumbing/Process Labor	\$ 68,250.00				-	0%	68,250.00			
186	<b>Indian Hills Booster Station</b>										
187	Process Materials	\$ 1,260.00				-	0%	1,260.00			
188	Process Labor	\$ 1,260.00				-	0%	1,260.00			
189	<b>ELECTRICAL</b>										
190	Mobilization	\$ 138,776.00	47,184.00			47,184.00	34%	91,592.00			
191	Supervision	\$ 140,127.00				-	0%	140,127.00			
192	Start-up & Commissioning	\$ 15,785.00				-	0%	15,785.00			
193	Closeout Documents	\$ 12,050.00				-	0%	12,050.00			
194	Demobilization	\$ 8,914.00				-	0%	8,914.00			
195	<b>General &amp; Site</b>										
196	Temp Electric	\$ 34,643.00	32,994.00			32,994.00	95%	1,649.00			
197	Electrical Labor	\$ 90,573.00				-	0%	90,573.00			
198	Electrical Material	\$ 227,857.00				-	0%	227,857.00			
199	Electrical Lighting and Labor	\$ 9,548.00				-	0%	9,548.00			
200	Generator Install	\$ 19,960.00				-	0%	19,960.00			
201	Demo	\$ 17,690.00				-	0%	17,690.00			
202	Electrical Excavation & ductbank	\$ 95,592.00				-	0%	95,592.00			
203	<b>STR 10</b>										

Progress Estimate - Lump Sum Work

Contractor's Application for Payment

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Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.:		3		Application Period:		From 06/30/23 to 07/26/23		Application Date:		07/21/23	
Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
204	Temp Electric	\$ 17,326.00				-	0%	17,326.00			
205	Electrical Raceway Material	\$ 107,165.00	3,062.00			3,062.00	3%	104,103.00			
206	Electrical Raceway Labor	\$ 104,843.00				-	0%	104,843.00			
207	Electrical Wire Material	\$ 18,490.00				-	0%	18,490.00			
208	Electrical Wire Labor	\$ 25,925.00				-	0%	25,925.00			
209	Electrical Labor - MCC, Gear & Equipment	\$ 9,806.00				-	0%	9,806.00			
210	Electrical Lighting and Labor	\$ 62,270.00				-	0%	62,270.00			
211	<b>STR 20</b>					-		-			
212	Electrical Material	\$ 6,190.00				-	0%	6,190.00			
213	Electrical Labor	\$ 6,160.00				-	0%	6,160.00			
214	<b>STR 25</b>					-		-			
215	Electrical Material	\$ 56,170.00				-	0%	56,170.00			
216	Electrical Labor	\$ 56,725.00				-	0%	56,725.00			
217	Electrical Lighting and Labor	\$ 24,694.00				-	0%	24,694.00			
218	<b>STR 30</b>					-		-			
219	Electrical Material	\$ 40,647.00				-	0%	40,647.00			
220	Electrical Labor	\$ 41,110.00				-	0%	41,110.00			
221	<b>STR 35</b>					-		-			
222	Electrical Material	\$ 14,827.00				-	0%	14,827.00			
223	Electrical Labor	\$ 23,100.00				-	0%	23,100.00			
224	Electrical Lighting and Labor	\$ 9,190.00				-	0%	9,190.00			
225	<b>STR 40</b>					-		-			
226	Electrical Material	\$ 16,622.00				-	0%	16,622.00			
227	Electrical Labor	\$ 14,581.00				-	0%	14,581.00			
228	Electrical Lighting and Labor	\$ 12,091.00				-	0%	12,091.00			
229	<b>STR 50</b>					-		-			
230	Electrical Material	\$ 133,977.00				-	0%	133,977.00			
231	Electrical Labor	\$ 112,934.00				-	0%	112,934.00			
232	Electrical Lighting and Labor	\$ 52,589.00				-	0%	52,589.00			
233	Electrical Labor - MCC, Gear & Equipment	\$ 13,705.00				-	0%	13,705.00			
234	<b>STR 55</b>					-		-			
235	Electrical Material	\$ 37,762.00				-	0%	37,762.00			
236	Electrical Labor	\$ 53,015.00				-	0%	53,015.00			
237	Electrical Lighting and Labor	\$ 8,388.00				-	0%	8,388.00			
238	<b>STR 60</b>					-		-			
239	Electrical Material	\$ 7,497.00				-	0%	7,497.00			
240	Electrical Labor	\$ 12,235.00				-	0%	12,235.00			
241	Electrical Lighting and Labor	\$ 2,910.00				-	0%	2,910.00			
242	<b>STR 70</b>					-		-			
243	Electrical Material	\$ 27,350.00				-	0%	27,350.00			
244	Electrical Labor	\$ 19,915.00				-	0%	19,915.00			
245	Electrical Lighting and Labor	\$ 30,410.00				-	0%	30,410.00			
246	<b>STR 75</b>					-		-			
247	Electrical Material	\$ 6,165.00				-	0%	6,165.00			
248	Electrical Labor	\$ 5,893.00				-	0%	5,893.00			
249	Electrical Lighting and Labor	\$ 6,666.00				-	0%	6,666.00			
250	<b>PROCESS INTERCONNECTIONS</b>					-		-			
251	Installation of Stop Plates and Logs	\$ 3,717.00				-	0%	3,717.00			
252	Installation of Slide and Weir Gates	\$ 38,241.00				-	0%	38,241.00			
253	Prefabricated Flumes	\$ 3,087.00				-	0%	3,087.00			
254	Installation of Flumes	\$ 2,955.00				-	0%	2,955.00			

Progress Estimate - Lump Sum Work

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Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

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Item No.	Description	Scheduled Value (\$)	Work Completed		Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)			
			(D + E) From Previous Application (\$)	This Period (\$)							
<b>255</b>	<b>MATERIAL PROCESSING AND HANDLING EQUIPMENT</b>										
256	Cranes and Hoist	\$ 73,952.00					0%	73,952.00			
257	Labor to install Cranes and Hoist	\$ 19,948.00					0%	19,948.00			
<b>258</b>	<b>PROCESS GAS &amp; LIQUID HANDLING, PURIFICATION &amp; STORAGE EQUIPMENT</b>										
259	Air Sparging Blowers	\$ 30,000.00					0%	30,000.00			
260	Labor to install Air Sparging Blowers	\$ 3,192.00					0%	3,192.00			
261	Labor to install High Speed Blowers	\$ 9,975.00					0%	9,975.00			
262	Labor to install Rotary Lobe Blowers	\$ 9,975.00					0%	9,975.00			
263	Aluminum Domes	\$ 456,750.00					0%	456,750.00			
264	Labor for Aluminum Domes	\$ 204,750.00					0%	204,750.00			
265	Electrical Motors Install	\$ 3,990.00					0%	3,990.00			
<b>266</b>	<b>WATER &amp; WASTEWATER EQUIPMENT</b>										
267	Installation of step Screen and Washer	\$ 4,788.00					0%	4,788.00			
268	Installation of Vortex Grit Chamber	\$ 6,384.00					0%	6,384.00			
269	Installation of Grit Seperator Classifier	\$ 6,384.00					0%	6,384.00			
270	Installation of Mixers	\$ 11,172.00					0%	11,172.00			
271	Density Current Baffles	\$ 61,950.00					0%	61,950.00			
272	Labor to install	\$ 15,960.00					0%	15,960.00			
273	Labor to install TERTIARY DISC FILTERS	\$ 12,768.00					0%	12,768.00			
274	Labor to install UV System	\$ 6,384.00					0%	6,384.00			
275	Labor to install Samplers	\$ 798.00					0%	798.00			
<b>276</b>	<b>Budget Allowances</b>										
277	Soils Testing Services	\$ 20,000.00					0%	20,000.00			
278	Electrical Service	\$ 75,000.00					0%	75,000.00			
279	Natural Gas Service	\$ 20,000.00					0%	20,000.00			
280	Internet Service	\$ 5,000.00					0%	5,000.00			
281	SCADA Computers	\$ 40,000.00					0%	40,000.00			
282	Office Furniture	\$ 20,000.00					0%	20,000.00			
283	Lab Equipment	\$ 30,000.00					0%	30,000.00			
284	Shop Tools and Storage	\$ 30,000.00					0%	30,000.00			
285	Truck Lift	\$ 15,000.00					0%	15,000.00			
286	Skid Steer	\$ 80,000.00					0%	80,000.00			
287	Algae Cloth	\$ 5,000.00					0%	5,000.00			
288	Landscaping	\$ 20,000.00					0%	20,000.00			
289	Plaque	\$ 5,000.00					0%	5,000.00			
290	Blower Temporary Air	\$ 75,000.00					0%	75,000.00			
<b>291</b>	<b>Pre-negotiated Items</b>										
292	Diesel Engine Driven Generator/ Transfer Switch	\$ 298,618.00					0%	298,618.00			
293	Process Integration & Control	\$ 1,371,706.00					0%	1,371,706.00			
294	Process Valves	\$ 368,967.00					0%	368,967.00			
295	Stop Plates & Logs / Slide & Weir Gates	\$ 349,387.00					0%	349,387.00			
296	High Speed Blowers & Rotary Lobe Blowers	\$ 299,746.88					0%	299,746.88			
297	Dry Pit Pumps	\$ 66,040.00					0%	66,040.00			
298	Torque Flow Grit Pumps	\$ 26,285.00					0%	26,285.00			
299	Submersible Waste Water Pumps	\$ 210,704.00					0%	210,704.00			
300	Step Screen with Washer Compact	\$ 128,593.49					0%	128,593.49			
301	Mechanical Vortex Grit Chamber	\$ 72,750.00					0%	72,750.00			
302	Grit Seperator Classifier	\$ 68,860.00					0%	68,860.00			
303	Submersible Mixers	\$ 80,885.00					0%	80,885.00			
304	Flexible Membrane Disc Diffuses	\$ 151,200.00					0%	151,200.00			
305	Tertiary Filters	\$ 654,186.38					0%	654,186.38			



**Progress Estimate - Lump Sum Work**

**Contractor's Application for Payment**

Owner:	Waterloo Utilities	Owner's Project No.:	
Engineer:	Town & Country Engineering	Engineer's Project No.:	WW-62
Contractor:	Portzen	Contractor's Project No.:	23-04
Project:	2023 Water and Wastewater Improvements		
Contract:	Wastewater Treatment Facility and Water Booster Station		

Application No.: 3 Application Period: From 06/30/23 to 07/26/23 Application Date: 07/21/23

A Item No.	B Description	C Scheduled Value (\$)	D + E Work Completed		F Materials Currently Stored (not in D or E) (\$)	G Work Completed and Materials Stored to Date (D + E + F) (\$)	H % of Scheduled Value (G / C) (%)	I Balance to Finish (C - G) (\$)
			(D + E) From Previous Application (\$)	This Period (\$)				
<b>Change Orders</b>								
						-		-
						-		-
						-		-
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						-		-
	<b>Change Order Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
<b>Original Contract and Change Orders</b>								
	<b>Project Totals</b>	\$ 22,062,937.75	\$ 893,565.75	\$ 522,318.05	\$ 496,679.55	\$ 1,912,563.35	9%	\$ 19,290,563.40





Project Name:	Waterloo - 2023 Water and Wastewater Improvements
Project No.:	WW-47
Month of:	July
Completed By:	Lisa Twarog

## Monthly Report

General Construction Activities by Structure			
Structure	Activity		
Site	<ul style="list-style-type: none"> <li>- Installed temporary airline for Aeration Basins</li> <li>- Installed temporary RAS line for Aeration Basins</li> <li>- Line 12A (from influent to RAS/WAS building) installed</li> </ul>		
Vac Dump			
10	<ul style="list-style-type: none"> <li>- Underground plumbing 90% complete, only retention basins remaining</li> <li>- Wood parapets have been replaced</li> <li>- Split face masonry 80% complete</li> <li>- Installed electrical conduit and boxes</li> <li>- Setting lintels</li> </ul>		
20			
25			
30	<ul style="list-style-type: none"> <li>- Removed all piping from Aeration Basin 4</li> <li>- Installed walkway between Basins 4 and 5, 90% complete</li> <li>- Walls on selector basins extended</li> <li>- Began pouring selector basin walls</li> </ul>		
35			
40			
45			
50			
55			
60			
65			
70			
75			
85			
Booster Station			
Contractors/Firms On-Site		Work Change Directives	
Portzen - General Contractor	4/7/2023	Samplers	\$ -
Pieper Power - Electrical Contractor	4/10/2023	Transformer Pad	\$ -
Bern Masonry - Mason	4/24/2023	Str. 35 Eyewash Station	\$ 1,143.00
	5/3/2023	Booster Pumps	\$ (22,551.00)
	5/12/2023	BIL Signage	\$ 1,277.00
	6/29/2023	Buried Structure Removal	\$ 5,643.00
	6/29/2023	Lab Casework	\$ (6,000.00)
			<b>Total: \$ (20,488.00)</b>

### RFI's/Clarifications/Issues

- Various architectural structural/clarifications were made, specifically pertaining to how the Str. 30 effluent splitter box should be constructed

- During the concrete pouring of one of the selector basin walls, one of the tie forms broke, causing a blowout in the concrete. The concrete appears to be structurally sound; the Contractor will be performing water testing to ensure that the concrete will perform as necessary.

### Significant Meetings

Date	Topic	Participants	Action Items
7/26/2023	Str. 30 & Str. 10 Construction Clarifications	Ben Heidemann, Lisa Twarog, Dennis Payne, Andrew Noble	
7/26/2023	Monthly Construction Meeting	Ben Heidemann, Lisa Twarog, Barry Sorenson, Mike Kitelinger, Dennis Payne, Dain Gansen, Andrew Noble, Marty Berns	

Anticipated Work Next Month

Structure	Activity
Site	- Install RAS line between Str. 30 and 55
Vac Dump	
10	- Finish installation of trench drains/floor drains - Roof trusses, sheeting, floor
20	
25	- Finish RAP installations - Foundation concrete pour (depending on 6" plug valve submittal arrival)
30	- Str. 30 water test - Selector Basin splitter box construction
35	
40	
45	
50	
55	- Foundation concrete pour
60	
65	
70	
75	
85	

## City of Waterloo Project Tracking - Budget & Funding Allocations

A. Municipality	B. Project Number	C. Date	D. Type of Request (Partial or Final)	E. Request Number	
City of Waterloo	WW-47/49/55/56/62/65	7/26/2023	Partial	5	
Budget Allocations	Budget Amount	Amount Previously Requested	This Claim	Claimed to Date	Percent of Budget
E1 Land & Rights	\$60,000.00	\$45,680.93	\$0.00	\$45,680.93	76.1%
E2 Legal Services	\$10,000.00	\$0.00	\$0.00	\$0.00	0.0%
E3 Engineering - Design	\$1,060,100.00	\$1,055,342.57	\$0.00	\$1,055,342.57	99.6%
E4 Engineering - Construction Admin	\$897,000.00	\$139,500.00	\$35,000.00	\$174,500.00	19.5%
E5 Engineering - Inspections	\$570,800.00	\$83,162.25	\$19,196.24	\$102,358.49	17.9%
E6 Engineering - Additional Services	\$25,000.00	\$12,269.26	\$0.00	\$12,269.26	49.1%
E7 Development	\$16,307,800.00	\$1,116,087.37	\$700,847.81	\$1,816,935.18	11.1%
E8 Bond Counsel	\$25,000.00	\$17,000.00	\$0.00	\$17,000.00	68.0%
E9 Interim Financing Interest	\$500,000.00	\$122,621.66	\$0.00	\$122,621.66	24.5%
E10 Other - Administrative/RD Coordination	\$27,500.00	\$9,832.77	\$0.00	\$9,832.77	35.8%
E11 Contingency	\$1,630,800.00	\$9,837.00	\$0.00	\$9,837.00	0.6%
<b>Total Costs</b>	<b>\$21,114,000.00</b>	<b>\$2,611,333.81</b>	<b>\$755,044.05</b>	<b>\$3,366,377.86</b>	<b>15.9%</b>
Funding Sources					
1. City Contribution Amount	\$0.00	\$0.00	\$0.00	\$0.00	
2. USDA Loan Amount	\$17,114,000.00	\$2,611,333.81	\$755,044.05	\$3,366,377.86	19.7%
3. USDA Grant Amount	\$4,000,000.00	\$0.00	\$0.00	\$0.00	0.0%
4. Supplemental Funding	\$5,900,311.00	\$0.00	\$0.00	\$0.00	0.0%
<b>Total Funding</b>	<b>\$27,014,311.00</b>	<b>\$2,611,333.81</b>	<b>\$755,044.05</b>	<b>\$3,366,377.86</b>	<b>12.5%</b>

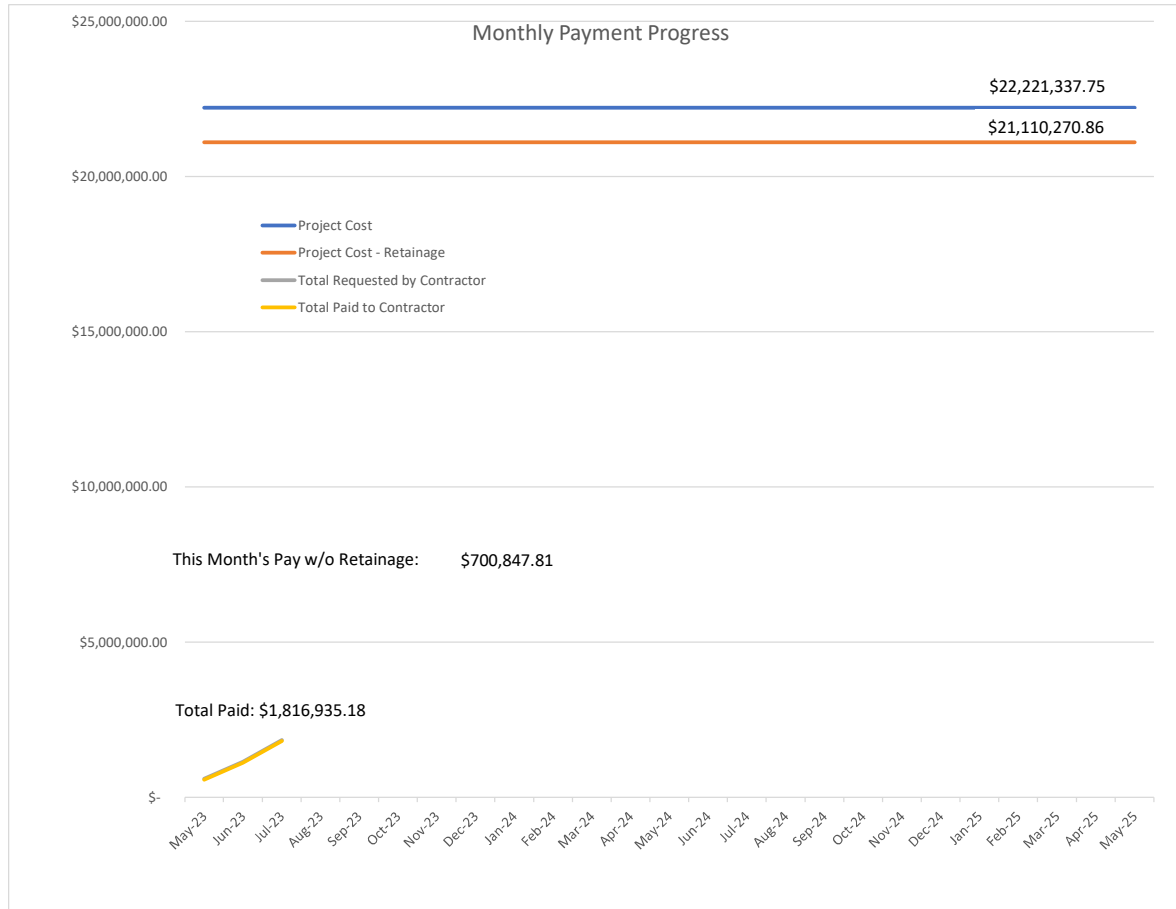
<i>Amy M Baus</i>	7/26/2023	Rural Development	Date	Owner	Date
Engineer	Date				

Notes:



Project Name: Waterloo - 2023 Water and Wastewater Improvements  
 Project No.: WW-47  
 Month of: July  
 Completed By: Lisa Twarog

**Monthly Payment Progress**



**Monthly Progress Pictures**



30 - Temp Air Tie In North of 30 Feeding Aeration Basins 1&2



10 - Looking North at Addition



Post Pour White Cure & Seal



30 - Walkway Framing Above Aeration Basins 4 & 5. Diffusers Being Removed



10 - West Elevation



30 - North Divider Wall Rebar



10 - Garage Area Trench Drain Catch Basins



10 - Split Face on East Elv North of Existing



7.26.2023 Aerial Drone Photo



7.26.2023 Plant Drone Photo

## Waterloo City Council - Annual Calendar Announcements & Recognition

Meeting nights: 1<sup>st</sup> & 3<sup>rd</sup> 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 <sup>nd</sup> full week in April) 1 <sup>st</sup> mtg - National Linework Day 18 <sup>th</sup> 1 <sup>st</sup> mtg - Annual Organizational Mtg & Appointments - 2 <sup>nd</sup> mtg after regular election - Audit Presentation 2 <sup>nd</sup> mtg - National Parks Week (3 <sup>rd</sup> Saturday start) 2 <sup>nd</sup> mtg
MAY - National Firefighters Day (always May 4 <sup>th</sup> ) 1 <sup>st</sup> mtg - National Police Week (w/o May 15 <sup>th</sup> ) 1 <sup>st</sup> mtg - National EMS Week (3 <sup>rd</sup> full week of May Sat-Sun) 2 <sup>nd</sup> mtg - National Public Works Day (3 <sup>rd</sup> full week of May) 2 <sup>nd</sup> mtg
JUNE
JULY - Budget Kick off
AUGUST
SEPTEMBER - Annual Wheel Tax Ordinance – 1 <sup>st</sup> mtg
OCTOBER - National Government Week (2 <sup>nd</sup> 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](#)