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

PUBLIC NOTICE OF A COMMITTEE MEETING OF THE CITY OF WATERLOO COMMON COUNCIL

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:

COMMITTEE: FINANCE, INSURANCE & PERSONNEL COMMITTEE
DATE: July 16, 2026
TIME: 5:30 pm
LOCATION: Municipal Building Council Chamber, 136 N. Monroe Street

1) CALL TO ORDER AND ROLL CALL

2) APPROVAL OF MEETING MINUTES: June 18, 2026

3) CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)

4) OLD BUSINESS
   a) Discussion on §53-11 Fund Balance Policies

5) NEW BUSINESS
   a) June 2026 Financial Statements: Payroll $108,825.36, General Disbursements $683,225.20, and Clerk/Treasurer's Reports [see on municipal website]
   b) Discussion on updating Ordinance 57 Fire dept Organization and Regulations
   c) 2026-04 Updating Ordinance §200-1 Fire Inspectors
   d) 2026-08 Updating Ordinance §120-3 False Alarms
   e) Resolution 2026-37 Updating the Fee Schedule for Parks and Fire Department
   f) Resolution 2026-34Amending the Employee Handbook Regarding Leave Payout, Forfeitures and Balances Upon Separation from Employment.
   g) Resolution 2026-35 Approving Police Dept Copier Lease
   h) Resolution 2026-36 Approving City Hall Copier Lease
   i) Setting Upcoming Dates for Department Budget Proposals and Capital Planning
   j) Update on DPW job posting
   k) **Closed Session** Employee Insurance Discussion §19.85 (1) (c) (Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.)
   l) **Closed Session** Highland House PILOT §19.85 (1)(e) (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.)
   m) **Closed Session** TID 3 Purchase Agreement §19.85(1)(e) (Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.)

6) ROLLING TASK LIST

7) FUTURE AGENDA ITEMS AND ANNOUNCEMENTS
   a) Thank you Maureen Giese for your recent donation to the Fire Dept. for repairs to the Ladder Truck.
   b) Congratulations Treasurer Lana Nelson on earning your Certified Public Funds Investment Manager Certification

8) ADJOURNMENT

Jeanne Ritter

7/15/2026 11:35 AM

Clerk/ Deputy Treasurer

Committee Members: Haseleu, Weihert and Kuhl

Posted, Emailed & Distributed:07/13/2026.

PLEASE NOTE: It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend 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 FINANCE, INSURANCE & PERSONNEL COMMITTEE: MEETING MINUTES
June 18, 2026

1. CALL TO ORDER AND ROLL CALL. C. Kuhl called the meeting to order at 6:01 p.m. Members in person: Haseleu, Weihert and Kuhl. Absent: none Others attending in person: Alder Thomas; Alder J.Zimmermann; Mayor Quimby; Police Chief Warner; Fire Chief Butzine; DPW Yerges; Utilities Sorenson; Asst. Fire Chief Whitebird; 1lt Butzine; A. Chia; Treasurer Nelson; Clerk Ritter; Casey from Ehlers and WLOO Cable.

2. APPROVAL OF MEETING MINUTES: May 21, 2026 Motion [Weihert/Haseleu] VOICE VOTE: Motion carried.

3. CITIZEN INPUT / PUBLIC COMMENT (3-Minute time limit)

4. OLD BUSINESS

   a. Discussion on §53-11 Fund Balance Policies and §53-12 Debt Policies Casey from Ehlers Presentation

5. NEW BUSINESS
   a. May 2026 Financial Statements: Payroll $95,357.58, General Disbursements $280,487.47, and Clerk/Treasurer's Reports [see on municipal website] Motion [Kuhl/Haseleu] VOICE VOTE: Motion carried.
   b. Discussion on updating Ordinance 57 Fire Dept Organization and Regulations. Fire Dept to add to Fee schedule at July Meeting.
   c. Resolution 2026-28 Purchase of Sand Pro 3040 for Park Motion[Weihert/Haseleu] VOICE VOTE: Motion carried. Council would like a better estimate on ceiling.
   d. Resolution 2026-29 Updating Park Fees on Fee Schedule Motion[C.Kuhl/Weihert] VOICE VOTE: Motion carried.

6. ROLLING TASK LIST

7. FUTURE AGENDA ITEMS AND ANNOUNCEMENTS .

8. ADJOURNMENT. MOTION [Haseleu/Weihert] To adjourn. VOICE VOTE: Motion carried. Approximately 6:55pm.

Jeanne Ritter
Clerk/Deputy Treasurer

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ORDINANCE #2026-04
Update §200-1 Fire Inspectors

The Common Council of the City of Waterloo, Wisconsin do ordain as follows:

Section 1: **§200-1 Fire Inspectors**

A. Fire Chief to be Fire Inspector. The Fire Chief shall hold the office of Fire Inspector with power to appoint one or more Deputy Fire Inspectors, who shall perform the same duties and have the same powers as the Fire Inspector.

B. Inspection duties. The Fire Inspectors shall inspect, semiannually, all public buildings and places of employment, as defined in § 101.01(11), Wis. Stats., within the City limits for the purpose of noting and causing to be corrected any conditions liable to cause fires. Repairs or alterations necessary to remove the hazardous condition shall be made within a reasonable time at the expense of the owner. The Inspector shall also investigate the storage and handling of explosives and inflammable liquids within the City.

C. Procedure. Fire inspection procedures and forms shall be developed in accordance with § 101.14, Wis. Stats., and applicable codes of the National Fire Prevention Association.

D. Written record of inspections. The Chief shall keep a written record card of each property inspected which shall conform to the requirements of the State Department of Commerce and shall make the semiannual report of inspections required by said Department.

E. Correction of fire hazards. When any inspection by the Fire Chief or his deputies reveals a fire hazard, the Chief or his deputies may serve a notice, in writing, upon the owner of the property giving said owner a reasonable time in which to remove the hazard. If the fire hazard is not removed within the time allowed it shall be deemed a nuisance, and the Fire Chief or his deputy may have the same removed by the City, and the cost of such removal shall be recovered in an action by the City against the owner of the property and may also be entered on the tax roll as a special charge against the property.

F. Entering on premises. No person shall deny the Fire Inspector or his deputies free access to any property within the City at any reasonable time for the purpose of making fire inspections. No person shall hinder or obstruct the Fire Inspector in the performance of his duty or refuse to observe any lawful direction given by him.

G. No fee shall be charged for the reinspection if the property owner brings the property into compliance. City of Waterloo Fee schedule reflects fees for 2nd, 3rd and subsequent inspections. ~~A fee of $100.00 shall be charged for a second reinspection, a fee of $200.00 for a third reinspection and a fee of $400.00 for each subsequent reinspection for the same condition.~~ A reinspection fee shall also be charged when a city staff member, employee, or officer finds a condition that is similar to a condition which was subject to a correction order within one (1) year prior to the inspection. Reinspection fees shall be charged against the real estate upon which the reinspection was made, shall be a lien upon the real estate and shall be assessed and collected as a special charge.

(1) A $50.00 fee shall be charged (see City Fee Schedule)-for any inspection or reinspection when a contractor or property owner requests an inspection for permit-related work and the work is not ready at the time of the requested inspection. Failure to pay reinspection fees after notice of the fee shall result in withholding future permits.

(2) Any property owner or lessor receiving a fourth offense reinspection fee, for the same violation, may have the payment of the fee waived if the party or his or her representative personally meets with the Fire Chief, or designee, within seven (7) days of receipt of the notice of the fee imposition. At the meeting, the Fire Chief or designee and owner shall review the problems occurring at the property. Within ten (10) days of the meeting, the owner shall submit to the Fire Chief, or designee, a detailed written abatement

Section 2: This ordinance shall take effect and be in force after its passage and publication in a manner provided by law.

Acted on and adopted at a result meeting of the Common Council on_____________, 2026.

CITY OF WATERLOO

____
Jenifer Quimby, Mayor

Attest:

____
Jeanne Ritter, City Clerk

Date Adopted:

Date Published:

136 NORTH MONROE STREET, WATERLOO, WISCONSIN 53594-1198
Phone: (920) 478-3025
Fax: (920) 478-2021
E-Mail: cityhall@waterloowi.us
Website: www.waterloowi.us

ORDINANCE #2026-08

AN ORDINANCE UPDATING §120-3 False Alarms

Chapter §120 Alarm Systems

§ 120-3. False alarms.

A. Fees. An alarm user shall pay to the Fire Department, within 10 days after activation, the following service fees for false fire alarms which occur within a calendar year (January 1 through December 31). **[Amended 7-11-2019 by Ord. No. 2019-05]**

~~(1)~~ First false alarm: ~~$0.~~See fee schedule.

(2) Second false alarm: ~~$100.~~ See fee schedule.

(3) Each subsequent false alarm: ~~$300.~~ See fee schedule.

(4) In the instance of any fourth or subsequent false alarm response within any twelve-month period, the City of Waterloo Fire Department shall cause to be issued to an alarm user a due and payable invoice for response costs in the minimum sum as set by the Common Council and provided under separate fee schedule, the date payment is due, the right of the alarm user to a hearing before the Fire Chief if a request therefor is made before the date payment is due, and a warning that any unpaid response fee will be allocated to the alarm user's property tax roll as a special charge pursuant to § **66.0627**, Wis. Stats., at the alarm user's last known address with copy to the owner, at the owner's last known address as well as any occupant, lessee or legal possessor of the address summoning a response. The City of Waterloo Fire Department shall collect such additional amounts at the same rate in fifteen-minute increments if the time expended by the Fire Department exceeds 1/2 hour.

(5) In the instance of any fifth or subsequent false alarm response within any twelve-month period, the City of Waterloo Fire Department shall cause to be issued to an alarm user a due and payable invoice for response costs in the minimum sum as set by the Common Council and provided under separate fee schedule, the date payment is due, the right of the alarm user to a hearing before the Fire Chief if a request therefor is made before the date payment is due, and a warning that any unpaid response fee will be allocated to the alarm user's property tax roll as a special charge pursuant to § **66.0627**, Wis. Stats., at the alarm user's last known address with copy to the owner, at the owner's last known address, as well as any occupant, lessee or legal possessor of the address summoning a response. The City of Waterloo Fire Department shall collect such additional amounts at the same rate in fifteen-minute increments if the time expended by the Fire Department exceeds 1/2 hour.

B. Periodic alarm testing will not result in a response fee, as long as prior notification with the Fire Department dispatch center was made, along with notification once the testing is completed.

C. Storm-related false alarms which can be reasonably verified shall be exempt from any response fees.

D. Collection of fees.

(1) For the purposes of this section, an alarm user who is lessee, occupant, or tenant of the premises from which the false alarm originated shall be deemed agent of the owner thereof.

(2) All charges for response fees are due and payable to the City of Waterloo within 30 days of mailing of the notice required under this section, except, if a hearing is requested in a timely manner, the charges are due within 10 days after an adverse decision is rendered at such hearing.

E. Determination of false alarm. The Fire Chief shall determine whether or not the activation of an alarm was a false alarm as defined in § 120-2 above.

F. Correction of alarm deficiencies. An alarm user shall correct any deficiencies in equipment or operation of ~~his~~ their alarm system within 15 days following either ~~his~~ their actual knowledge of such deficiency or the mailing of a written notice from the Clerk-Treasurer, whichever date is earlier. In the event that such deficiency cannot be corrected within the fifteen-day period, the alarm system shall be deactivated until such corrections are completed.

G. Appeal. Any person aggrieved by any provision of this section may, within five business days, submit a written appeal to the Council. The Council shall hear the matter at a time scheduled by the City Clerk and render its decision, in writing, within three days.

[
Adopted at the Organizational meeting of the Common Council on July 16, 2026.

CITY OF WATERLOO

Signed: ______________________________
Jenifer Quimby, Mayor

Attest:

____
Jeanne Ritter Clerk /Deputy Treasurer
Date Adopted: ________________
Date Published: The Courier, ______________

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RESOLUTION #2026-37
Fee Schedule Update

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

Whereas, from time to time it is beneficial to review and revise municipal fees charged for services and goods provided by the City of Waterloo, and;

Whereas, the Fire/EMS and the Parks Department need to make updates to the fee schedule, and;

Whereas, an updated schedule is attached for City Council consideration.

Therefore Be It Resolved, that the Waterloo City Council adopts the fee schedule as presented.

Date: ______________
Vote: ______________

City of Waterloo

Signed: ______________________________________
Jenifer Quimby, Mayor

Attest:
____
Jeanne Ritter Clerk/Deputy Treasurer

SPONSOR(S) – Various

Dept	Category	Fee Schedule Item	Formula Description / Unit Charge	Current Amount	Fee Effective 11/20/2025	Ordinance Ref.	NOTE	NOTE 2
Fire/EMS	Emergency Fee	False alarm fee	1st	no fee	no fee	§ 120-3 False alarms.		
Fire/EMS	Emergency Fee	(Occurring within a continuous 12 month period)	2nd	$100.00	$100.00	§ 120-3 False alarms.		
Fire/EMS	Emergency Fee	(Occurring within a continuous 12 month period)	3rd	$200.00	$200.00	§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Ambulance, Brush Truck, or Command Car	Per Hour	$200.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Tender	Per Hour	$250.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Engine Company	Per Hour	$300.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Ladder Company	Per Hour	$400.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Person (for Apparatus use cost)		Billed Separately		§ 120-3 False alarms.		
Fire/EMS	Fire Inspections	First Re-Inspection	1st occurrence of non-compliance	$100.00		§ 200-1 Fire Inspector.		
Fire/EMS	Fire Inspections	Second Re-Inspection	2nd occurrence of non-compliance	$200.00		§ 200-1 Fire Inspector.		

Dept	Category	Fee Schedule Item	Formula Description / Unit Charge	Current Amount	Fee Effective 11/20/2025	Ordinance Ref.	NOTE	NOTE 2
Fire/EMS	Emergency Fee	False alarm fee	1st	no fee	no fee	§ 120-3 False alarms.		
Fire/EMS	Emergency Fee	(Occurring within a continuous 12 month period)	2nd	$100.00	$100.00	§ 120-3 False alarms.		
Fire/EMS	Emergency Fee	(Occurring within a continuous 12 month period)	3rd	$200.00	$200.00	§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Ambulance, Brush Truck, or Command Car	Per Hour	$200.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Tender	Per Hour	$250.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Engine Company	Per Hour	$300.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Ladder Company	Per Hour	$400.00		§ 120-3 False alarms.		
Fire/EMS	Apparatus Fee	Person (for Apparatus use cost)		Billed Separately		§ 120-3 False alarms.		
Fire/EMS	Fire Inspections	First Re-Inspection	1st occurrence of non-complilance	$100.00		§ 200-1 Fire Inspector.		
Fire/EMS	Fire Inspections	Second Re-Inspection	2nd occurrence of non-complilance	$200.00		§ 200-1 Fire Inspector.		

Dept	Category	Fee Schedule Item	Formula Description / Unit Charge	Current Amount	Fee Effective 11/20/2025	Ordinance Ref.	NOTE	NOTE 2
Fire/EMS	Fire Inspections	Third Re-Inspection	3rd occurrence of non-complilance	$300.00		§ 200-1 Fire Inspector.		
Fire/EMS	Fire Inspections	Fourth Re-Inspection	4th occurrence of non-complilance	$400.00		§ 200-1 Fire Inspector.		
Fire/EMS	Fire Inspections	Payment Requirements	All re-inspection fees	Paid within 60 Days of the last scheduled re-inspection		§ 200-1 Fire Inspector.		

Dept	Category	Fee Schedule Item	Formula Description / Unit Charge	Current Amount	Fee Effective 11/20/2025	Ordinance Ref.	NOTE	NOTE 2
Parks	Facility Rent	Waterloo Regional Trailhead - Rental	Per Half Day (less than 4 hours)	$150.00	$150.00			
Parks	Facility Rent	Waterloo Regional Trailhead - Rental	Per Full Day (4 hours or more)	$250.00	$250.00			
Parks	Facility Rent	Waterloo Regional Trailhead- Special Event Rental (multiple days)			$500.00			
Parks	Facility Rent	Firemen's Park Entire Park	See Parks Coordinator for Special Events					
Parks	Facility Rent	Entire Pavilion-Private		$2,900.00	$2,400.00			
Parks	Facility Rent	Entire Pavilion-Non Resident Private		$3,100.00	$2,600.00			
Parks	Facility Rent	Entire Pavilion-Resident		$2,200.00	$1,700.00			
Parks	Facility Rent	Entire Pavilion-Non Resident Public		$2,400.00	$1,900.00			
Parks	Facility Rent	Upper Pavilion-Resident		$2,400.00	$1,900.00			
Parks	Facility Rent	Upper Pavilion-Non-Resident Private		$2,500.00	$2,000.00			
Parks	Facility Rent	Upper Pavilion Resident		$2,050.00	$1,550.00			
Parks	Facility Rent	Upper Pavilion-Non-Resident Public		$2,150.00	$1,650.00			
Parks	Facility Rent	Lower Pavilion -Resident		$650.00	$650.00			
Parks	Facility Rent	Lower Pavilion - Non Resident Private		$750.00	$750.00			
Parks	Facility Rent	Lower Pavilion-Resident		$300.00	$300.00			
Parks	Facility Rent	Lower Pavilion-Non-Resident Public		$400.00	$400.00			
Parks	Facility Rent	Kitchen Rental per Month		$75.00	$75.00			
Parks	Facility Rent	Kitchen Rental per Hour		$15.00	$15.00			
Parks	Facility Rent	Bingo Hall-Resident		$250.00	$250.00			
Parks	Facility Rent	Bingo Hall-Non-Resident		$350.00	$350.00			
Parks	Facility Rent	Camping Weekday	Monday pm thru Friday am	$20.00	$20.00			
Parks	Facility Rent	Camping Weekend	Friday pm thru Monday am	$25.00	$25.00			
Parks	Facility Rent	Veteran Park Bandstand		$75.00	$75.00			
Parks	Facility Rent	Veterans Park Special Events		$200.00	$200.00			
Parks	Facility Rent	Bandstand/Gazebo		$75.00	$75.00			

CITY OF WATERLOO
COMMON COUNCIL
RESOLUTION 2026-34

A RESOLUTION AMENDING THE EMPLOYEE HANDBOOK REGARDING LEAVE PAYOUTS, FORFEITURES, AND BALANCES UPON SEPARATION FROM EMPLOYMENT, INCLUDING INTRA-MUNICIPAL TRANSITIONS TO RATEPAYER-FUNDED ENTERPRISE ACCOUNTS.

WHEREAS, the City of Waterloo grants certain municipal employees front-loaded annual vacation allotments on January 1st of each calendar year; and

WHEREAS, the Municipal Utility and other enterprise operations of the City are funded independently through dedicated utility ratepayers and user fees, rather than the general tax levy; and

WHEREAS, the Common Council seeks to establish a uniform policy governing leave balances upon separation from employment, including separation for private-sector employment, employment with another public agency, retirement, or transition to a separate ratepayer-funded enterprise account.

NOW, THEREFORE, BE IT RESOLVED, by the City Council, the Employee Handbook is amended to create section 7.20 as follows:

A. Scope and Definition of Separation of Employment

This section applies to all separations from employment with a general municipal department. For purposes of this section "separation from employment" includes, but is not limited to:

1. Voluntary resignation to accept employment in the private sector or with an outside public agency.
2. Involuntary termination, discharge, or layoff.
3. Retirement.
4. An internal transition, transfer, or hire into a separate municipal enterprise account, board, or commission, including the Municipal Utility, that operates under an independent budgetary, payroll, or ratepayer structure.

B. Proration and Payout of Front-Loaded Leave

Upon separation from employment in good standing, including a voluntary separation with at least fourteen (14) calendar days' written notice, an employee's front-loaded vacation or Paid Time Off (PTO) allotment shall be audited and prorated to reflect only the hours earned during that calendar year.

1. **Calculation of Earned Leave:** Earned leave shall be calculated by dividing the total annual front-loaded allotment by twelve (12) and multiplying the result by the

number of full calendar months worked in the calendar year through the effective date of separation.

2. **Lump-Sum Payout:** Earned, unused vacation hours shall be paid as a lump-sum amount calculated at the employee's final regular rate of pay and issued on the employee's final paycheck from the separating department.

C. Overuse and Wage Deductions (Clawback)

If an employee separates from employment after using more front-loaded vacation or PTO hours than earned under the proration calculation in Section II, the excess hours shall constitute an advanced wage debt owed to the City.

1. **Mandatory Recovery:** The City is authorized and directed to deduct the gross cash value of the overused leave hours from the employee's final paycheck, to the extent permitted by applicable law, regardless of the employee's destination employment or internal transition status.

D. Absolute Forfeiture of Sick Leave

1. Legislative Findings

- **Insurance, Not Deferred Compensation:** The Common Council declares that sick leave is a conditional health and wellness benefit, and a form of short-term income protection, intended solely to protect employees from loss of income during periods of personal illness or injury. Sick leave is not deferred compensation and does not constitute a vested wage asset earned for services rendered.
- **Enterprise Account Protection:** Because the Municipal Utility and other enterprise operations are funded through independent ratepayer or user-fee structures, transfer of accumulated sick leave liabilities from general tax-funded departments would impose liabilities on ratepayers for costs incurred outside the enterprise account.
- **Fiscal Uniformity Across All Job Types:** To maintain uniform treatment, an employee transitioning internally to a ratepayer-funded utility or enterprise account shall be treated in the same manner as an employee separating for employment with an outside private or public employer. Liquidation or transfer of sick leave upon mid-career separation would create unbudgeted and unfunded liabilities.

2. Forfeiture Rule

Any employee separating from employment, including an employee moving to a utility or separate enterprise account, shall forfeit all accumulated, unused sick leave effective at

11:59 p.m. on the employee's final day in the current position. Forfeited sick leave has no cash value, shall not be paid as a lump-sum amount, and shall not be transferred to or recognized by any receiving utility, enterprise account, or outside employer.

3. Retirement Exception

The forfeiture rule does not apply to an employee who immediately retires under the Wisconsin Retirement System (WRS) and qualifies for any sick-leave-to-health-insurance conversion program authorized under a separate City retirement ordinance or policy.

E. Balance and Accrual Reset for Internal Enterprise Transitions

An employee transitioning from a general municipal department to a ratepayer-funded utility or enterprise account shall be treated as a new hire for leave-benefit purposes.

1. **Leave Balance Reset:** The transitioning employee shall begin employment in the utility or enterprise account with a zero (0) hour balance for all categories of leave.
2. **Accrual Schedule Reset:** The employee's monthly or annual leave accrual rate in the utility or enterprise account shall be established at the introductory "Year 1" level specified in the receiving entity's personnel handbook, unless a different accrual baseline is expressly authorized in writing in the employee's offer letter or employment contract.

F. Administration and Implementation

The City Clerk, Treasurer, Human Resources designee, or other authorized official shall audit applicable leave balances, calculate prorated earned leave, determine any overuse amount, and coordinate any final payout or authorized deduction in accordance with this section.

G. Severability

If any provision of this section is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Adopted this _____ day of ___________________, 2026.

BY ORDER OF THE CITY COUNCIL

By:_______________________________________

Jenifer Quimby, Mayor

ATTEST:___________________________

Jeanne Ritter, City Clerk

Date Introduced: ___________________ Date Adopted: ___________________

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

RESOLUTION #2026-35
A Resolution Approving the Police Dept. to Lease a Copier/Printer/Fax/Scanner

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

WHEREAS, the Waterloo Police Department has determined a need to update its copier/printer/fax/scanner; and;

WHEREAS, the cost to do this would be an additional $236 a month, and;

WHEREAS, the Police Department is asking to fund this out of _____________.

THEREFORE, BE IT RESOLVED, the City Council of the City of Waterloo, Wisconsin, does hereby approve the lease of a new HP LaserJet MFP E877dnl, 2026 meeting.

Passed and adopted: __________

City of Waterloo

Signed: ______________________________
Jenifer Quimby, Mayor

Attest: ______________________________
Jeanne Ritter, Clerk/DeputyTreasurer

Corporate Business Systems

Solutions That Inspire Business

Prepared For:

City of Waterloo Police Dept.
136 N Monroe St
Waterloo, WI 53594-1198

Prepared By:

Corporate Business Systems
Tabetha Coughlin
6300 Monona Drive
Madison, WI 53716

PROPOSED SOLUTION

HP Color LaserJet Managed MFP E877dn (40ppm)

KEY FEATURES & BENEFITS

- Up to 70 ppm in monochrome or color
- 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch color touchscreen display
- Standard interface: 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket 2nd generation (HIP2); 1 Hi-Speed USB 2.0 (host); 1 SuperSpeed USB 3.0 (device); 1 SuperSpeed USB 3.0 (host)
- Automatic duplexing for effortless two-sided prints
- Base model dimensions: 23W X 27D X 36H inches

The HP LaserJet Managed Flow E877 is a laser color multifunction device with the ability to print, copy, scan, and optional fax. This printer features the ability to be upgraded and customized over time to expand its functionality and keep up with technological advances, using HP FutureSmart firmware. Optional customizable color panels and professional finishing options are available. Users may access the printer from any mobile device.

Corporate
Business Systems

Solutions That Inspire Busines

SOLUTION DETAILS

[redacted]

Qty	Manufacturer	Model	Description
1	**HP**	**Color LaserJet Managed MFP E877dn (40ppm)**	**Color LaserJet Managed MFP E877dn (40ppm)**
			2x520 sheet Department Paper Tray/Stand
			LaserJet Stapler/Stacker Finisher with Print Quality Diagnostics
			MFP 800 Analog Single Fax

Service & Supply Agreement

Includes 2,000 Mono Prints & 500 Color Prints Per Month

Overages To Be Billed Monthly

Mono @ .01

Color @ .06

	63 Month
Monthly Lease / Service & Supply Incestment	$347.64

Corporate
Business Systems

COST PER IMAGE AGREEMENT

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Waterloo, City of** FEDERAL TAX ID #:

ADDRESS: **136 N Monroe St, Waterloo, WI 53594-1198**

A/P CONTACT NAME: A/P CONTACT EMAIL: A/P CONTACT PHONE:

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
HP Color LaserJet Managed MFP E877dn (40ppm)	☐			2000	500	.01	.06
HP 2x520 sheet Department Paper Tray/Stand	☐						
HP LaserJet Stapler/Stacker Finisher with Print Quality Diagnostics	☐						
HP MFP 800 Analog Single Fax	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **136 N Monroe St, Waterloo, WI 53594-1198** METER FREQUENCY: **monthly**

TERM IN MONTHS: **63** MONTHLY BASE PAYMENT AMOUNT*: **$347.64** (*PLUS TAX)

PURCHASE OPTION*: **Fair Market Value**

TERMS AND CONDITIONS

CONTRACT. THIS AGREEMENT IS IRREVOCABLE AND NON-CANCELABLE FOR THE FULL AGREEMENT TERM. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

NET AGREEMENT. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

(As Stated Above) X

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Corporate Business Systems LLC X

OWNER SIGNATURE PRINT NAME & TITLE DATE

6300 Monona Dr Monona, WI 53716-3977

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or thirty-nine dollars ($39.00); or 2) the highest lawful charge, if less.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 12% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. We may, at reasonable times and with prior notice, inspect the Equipment and any documents relating to its use, maintenance and repair.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to name us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, we may charge you an insurance fee, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, both of which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

DEFAULT/REMEDIES. You will be in default hereunder if a) a payment becomes 10+ days past due; b) you become insolvent or there has been a material adverse change in your or any guarantor's financial, business or operating condition since commencement hereof; c) you made false or misleading representations to us herein or in another document; d) you have defaulted under any other agreement in effect between us and you; e) you, your owners, or your guarantors are or become listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom; or f) you otherwise breach this Agreement. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement; and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted to present value at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders, requests for proposals (and any responses thereto) or any other bid documents. Any reference to a request for proposal or other bid document in this Agreement is solely for your administrative convenience and is not intended to incorporate any of the terms appearing in such document herein. If you issue a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend this Agreement. Upon request, we may reference the PO number on invoices (solely for administrative convenience). Any terms and conditions separately introduced as a part of your vendor onboarding or invoice payment process shall not amend this Agreement even if agreed to by us as a convenience to you, and you will reimburse us for any costs incurred by us as a result. Amounts payable under this Agreement may include a profit to us. The original hereof for perfection purposes, and the sole "authoritative copy" of the "record" evidencing "chattel paper" under the UCC, is the record hereof in our possession or controlled by us (or our assignee or custodian) as chattel paper under the UCC, bearing (i) the original or a copy of your manual signature (whether wet ink or electronic), and (ii) our original wet ink or electronic signature. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Within 30 days after our request, you will deliver all requested information (including financial statements and tax returns) which we deem reasonably necessary to determine your then current financial condition. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You consent to receive communications, including calls, text messages, and emails related to this Agreement, which may be sent using automated systems. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

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

RESOLUTION #2026-36
A Resolution Approving a New Lease on Copier/Printer/Fax/Scanner for City Hall

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

WHEREAS, the Waterloo City Hall has determined a need to update its copier/printer/fax/scanner; and

WHEREAS, at this time the lease would be $5 less a month with the 2030 security requirements; and

WHEREAS, the City Hall is asking to renew the lease one year earlier to provide needed security features.

THEREFORE, BE IT RESOLVED, the City Council of the City of Waterloo, Wisconsin, does hereby approve the purchase of a new HP LaserJet at the July 16, 2026 meeting.

Passed and adopted: __________

City of Waterloo

Signed: ______________________________
Jenifer Quimby, Mayor

Attest: ______________________________
Jeanne Ritter, Clerk/DeputyTreasurer

Corporate
Business Systems

Prepared For:
City of Waterloo
136 N Monroe St
Waterloo, WI 53594-1198

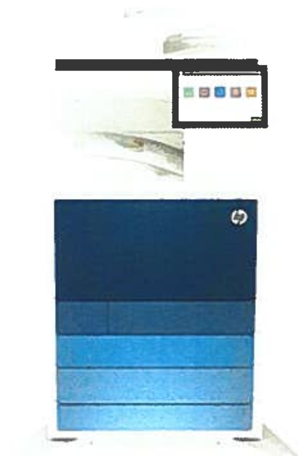
Prepared By:
Corporate Business Systems
Tabetha Coughlin
6300 Monona Drive
Madison, WI 53716

PROPOSED SOLUTION

HP Color LaserJet Managed MFP E877dn (40ppm)

KEY FEATURES & BENEFITS

- Up to 70 ppm in monochrome or color
- 1200 X 1200 dpi resolution ensures detailed and high-quality prints
- Easily manage tasks with the 10.1-inch color touchscreen display
- Standard interface: 1 Gigabit Ethernet 10/100/1000T network; 1 Hardware Integration Pocket 2nd generation (HIP2); 1 Hi-Speed USB 2.0 (host); 1 SuperSpeed USB 3.0 (device); 1 SuperSpeed USB 3.0 (host)
- Automatic duplexing for effortless two-sided prints
- Base model dimensions: 23W X 27D X 36H inches



The HP LaserJet Managed Flow E877 is a laser color multifunction device with the ability to print, copy, scan, and optional fax. This printer features the ability to be upgraded and customized over time to expand its functionality and keep up with technological advances, using HP FutureSmart firmware. Optional customizable color panels and professional finishing options are available. Users may access the printer from any mobile device.

Corporate
Business Systems

Solutions That Inspire Busine

SOLUTION DETAILS

[redacted]

Qty	Manufacturer	Model	Description
1	HP	**Color LaserJet Managed MFP E877dn (40ppm)**	**Color LaserJet Managed MFP E877dn (40ppm)**
			2x520 sheet Department Paper Tray/Stand
			LaserJet Stapler/Stacker Finisher with Print Quality Diagnostics
			MFP 800 Analog Single Fax

Service & Supply Agreement

Includes 2000 Mono Prints & 2000 Prints Per Month

Overages To Be Billed Monthly

	63 Month
Monthly Lease / Service & Supply Investment	$437.69

Corporate Business Systems

COST PER IMAGE AGREEMENT

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Waterloo, City of**   FEDERAL TAX ID #:

ADDRESS: **136 N Monroe St, Waterloo, WI 53594-1198**

A/P CONTACT NAME: A/P CONTACT EMAIL: A/P CONTACT PHONE:

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
HP Color LaserJet Managed MFP E877dn (40ppm)	☐			2000	2000	.01	.06
HP 2x520 sheet Department Paper Tray/Stand	☐						
HP LaserJet Stapler/Stacker Finisher with Print Quality Diagnostics	☐						
HP MFP 800 Analog Single Fax	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **136 N Monroe St, Waterloo, WI 53594-1198**   METER FREQUENCY: **monthly**

TERM IN MONTHS: **63**   MONTHLY BASE PAYMENT AMOUNT*: **$437.69** (*PLUS TAX)

PURCHASE OPTION*: **Fair Market Value**

TERMS AND CONDITIONS

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LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

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(As Stated Above)	X		
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Corporate Business Systems LLC	X		
OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

6300 Monona Dr Monona, WI 53716-3977

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X   NAME AND TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $125.00. If we do not receive by the due date, at the remittance address indicated on your invoice, any amount payable to us, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or thirty-nine dollars ($39.00); or 2) the highest lawful charge, if less.

IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 12% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

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SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations under the Agreement.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. This indemnity will survive the expiration of this Agreement. In no event will we be liable for any consequential or indirect damages. We may, at reasonable times and with prior notice, inspect the Equipment and any documents relating to its use, maintenance and repair.

INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to name us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee, and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, we may charge you an insurance fee, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, both of which may result in a profit to us. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

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DEFAULT/REMEDIES. You will be in default hereunder if a) a payment becomes 10+ days past due; b) you become insolvent or there has been a material adverse change in your or any guarantor's financial, business or operating condition since commencement hereof; c) you made false or misleading representations to us herein or in another document; d) you have defaulted under any other agreement in effect between us and you; e) you, your owners, or your guarantors are or become listed on a U.S. or foreign government sanctions list or are subject to sanctions therefrom; or f) you otherwise breach this Agreement. In the event of your default, you waive notices of our intent to accelerate the payments, the acceleration of the payments and of the enforcement of our rights under this Agreement; and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted to present value at 3% per annum, and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us interest on all past due amounts at the rate of 1.5% per month, or at the highest rate allowed by applicable law, if less.

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MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders, requests for proposals (and any responses thereto) or any other bid documents. Any reference to a request for proposal or other bid document in this Agreement is solely for your administrative convenience and is not intended to incorporate any of the terms appearing in such document herein. If you issue a purchase order ("PO"), any additional or conflicting terms appearing in a PO shall not amend this Agreement. Upon request, we may reference the PO number on invoices (solely for administrative convenience). Any terms and conditions separately introduced as a part of your vendor onboarding or invoice payment process shall not amend this Agreement even if agreed to by us as a convenience to you, and you will reimburse us for any costs incurred by us as a result. Amounts payable under this Agreement may include a profit to us. The original hereof for perfection purposes, and the sole "authoritative copy" of the "record" evidencing "chattel paper" under the UCC, is the record hereof in our possession or controlled by us (or our assignee or custodian) as chattel paper under the UCC, bearing (i) the original or a copy of your manual signature (whether wet ink or electronic), and (ii) our original wet ink or electronic signature. Upon execution, the parties agree to be bound to the terms hereof regardless of the medium or format in which this Agreement is maintained or controlled. If any provision of this Agreement is unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. Within 30 days after our request, you will deliver all requested information (including financial statements and tax returns) which we deem reasonably necessary to determine your then current financial condition. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You consent to receive communications, including calls, text messages, and emails related to this Agreement, which may be sent using automated systems. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

FINANCE AND PERSONNEL COMMITTEE
ROLLING TASK LIST

1. EMPLOYEE HANDBOOK – REFRESH
   *Vacation policy *Sick Leave – updated *Residency requirement

2. NEW HANDBOOK POLICY – AI
   Committee of department heads

3. FIRE CHIEF MEETING - ROLE AND EXPECTATIONS FOR POSITION
   a. Sale of Equipment; wants 3rd Ambulance & another Brush Truck

4. UTILITIES/CITY WRITE-OFF FROM AUDIT
   *Lana zeroed out, need to review issue and bill back Utility if needed (from 2019, 2022)
   **In process of reconciliation of the account.

5. POLICY FOR ROADS AND SHARING COST WITH UTILITIES
   * 33% has been prior practice, not written anywhere. Hendricks will be split as part of USDA information.

6. OVERPAYMENTS OF CITY PROPERTY TAXES

7. REVISE FUND BALANCE ORDINANCE – PRIOR TO 2027 BUDGET
   *Ehlers Recommendation

8. FORM ADHOC COMMISSION WITH TOWNSHIPS – FIRE/EMS
   *March/April – FUNDING MOVING FORWARD
   *Next meeting to be tentatively held in July 2026

9. REVIEW OF HIRING PROCESS

COMPLETED TASK ITEMS

~~NEW HANDBOOK POLICY - ANTI-BULLYING Approved - June 2025~~

~~DPW/PARKS DEPT HEADS – PERSONNEL SUPERVISION PROCEDURES Approved in May (DPW) and June (Parks) 2025~~

~~FIRE DEPARTMENT – DONATIONS/ORDINANCE (3 accounts)~~

~~DEPARTMENT HEAD REVIEWS~~

~~WU DELINQUENT UTILITIES – MBHM/COLLECTION FEES & LEGAL FEES~~

City of Waterloo Finance, Insurance & Personnel Committee - - Annual Calendar

revised: 12/26/2024

- ☐ **Meeting night: 3rd Thursday of month at 6:00 pm**
- ☐ **Monthly recurring: review of disbursements, payroll, and treasurer's reports**

JANUARY ☐ Review of Department Heads as needed. ☐ Audit Prep
FEBRUARY ☐ Audit
MARCH ☐ Fee Schedule Review
APRIL ☐ § 53-12 Review of debt schedules & debt refunding opportunities. ☐ Audit Presentation third Thursday
MAY ☐ Addressing items raised in financial audit and Workman's Comp audit ☐ Resolution for carryover after audit is complete
JUNE ☐ Mayor's Budget start date; build Council consensus for budget policy objectives ☐ Tax Incremental Finance Districts, review. ☐
JULY ☐ Meet with Dept. Heads on Budget Expectation & Concerns ☐
AUGUST ☐ Budget deliberation.
SEPTEMBER ☐ § 53-14 Updating capital improvement plan. ☐ Budget deliberation.
OCTOBER ☐ Initial review of calendar year insurance renewal policies. ☐ Final Committee budget recommendation to full City Council.
NOVEMBER ☐ Final review of calendar year insurance renewal policies.
DECEMBER ☐ Review and recommend Current Budget Amendment #2 (July – Dec.)