



**THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, February 20, 2023
5:30 PM**

CITY OF WATERLOO GOALS

1. Support the creation of new, livable wage jobs through a balanced economic development approach of assisting existing businesses, fostering start-ups, attracting new employers and cultivating an adequate workforce.
2. Implement a Community Policing strategy that creates a safe environment in Waterloo.
3. Reduce the City's property tax levies through a responsible balance of cost reduction in City operations and increases in taxable property valuations to ensure that Waterloo is a competitive, affordable, and livable city.
4. Enhance the image of Waterloo and the City to residents and businesses inside and outside of the community.

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

1. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.
2. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address and group affiliation, if appropriate, and speak clearly into the microphone.
3. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
4. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

1. Individuals shall speak one (1) time on only one (1) issue for a maximum of five (5) minutes only if they have registered with the city clerk's office no later than 4:00 p.m. on the day of the council meeting. Individuals who have not registered shall not be permitted to speak during the public comment portion of the agenda. Individuals shall only speak on matters not listed on the regular session agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.; Individuals may call the city clerk's office at 319-291-4323 or email clerk@waterloo-ia.org.
2. Council members may speak during public comment portion of the agenda after the public has finished speaking
3. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by 4:00 p.m. on the day of the public hearing. Groups of citizens with similar viewpoints are encouraged to select a representative to share the viewpoint of the group.

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

At the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes when the council discusses agenda items. This section does not apply to businesses or parties directly involved in agenda items.

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance: Rob Nichols, At-Large Council Member

Agenda, as proposed or amended.

Minutes of February 6, 2023, Regular Session, as proposed.

PUBLIC COMMENTS

Iowa Code Chapter 21 gives the public the right to attend council meetings but it does not require cities to allow public participation except during public hearings. The City of Waterloo

encourages the public to participate during the Oral Presentations by following the rules listed on the front of the agenda.

CONSENT AGENDA

(The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the council or public requests that a specific item be considered separately.)

1. Resolution to approve the following:
 - A. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.
2. Resolutions setting the date of public hearing as March 6, 2023 on the proposed issuance of the following bonds and instruct the City Clerk to publish notice. (Details on projects covered by each hearing are on file for review.)
 - (a) ECP-1 - Not to Exceed \$4,700,000.00 General Obligation Bonds (Essential Corporate Purpose).
 - (b) GCP-2 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
 - (c) GCP-3 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
 - (d) GCP-4 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
3. Resolution approving naming financial institution depositories for the City of Waterloo, Iowa, and rescinding Resolution No. 2020-46.
4. Resolution setting date of public hearing as March 6, 2023 to approve the FY2024 budget, and instruct the City Clerk to publish notice.
5. Resolution setting date of public hearing as March 6, 2023, to review the proposed allocation plan for the HOME ARP funding in the amount of \$1,780,793.00, and instruct the City Clerk to publish notice.
6. Resolution setting date of public hearing as March 6, 2023, for the sale and conveyance of City property located at 514 Johnson Street, in the amount of \$210,000.00, to Dieu Israel Kabangu, and instruct the City Clerk to publish notice.
7. Resolution approving award of bid to PlayCore Wisconsin Inc., dba Gametime c/o Cunningham Recreation, of Fort Payne, Alabama, in the amount of \$100,000.00, and approving the purchase contract in conjunction with the FY2023 Edison Park Playground Equipment, and authorizing the Mayor to execute said document.
8. **Allison Richter**
Board/Commission: Waterloo Leisure Services Commission Board
Expiration Date: March 1, 2024
New Appointment
9. **Tim Moses**
Board/Commission: Waterloo Leisure Services Commission Board

Expiration Date: March 1, 2024
Re-Appointment

10. Tom Powers

Board/Commission: Waterloo Leisure Services Commission Board
Expiration Date: March 1, 2024
Re-Appointment

11. Steven Carignan

Board/Commission: Cultural and Arts Commission
Expiration Date: March 1, 2026
Re-appointment

12. Darrell Taylor

Board/Commission: Waterloo Cultural and Arts Commission
Expiration Date: March 1, 2026
New Appointment

13. Nilvia Reyes Rodriquez

Board/Commission: Waterloo Cultural and Arts Commission
Expiration Date: March 1, 2026
New Appointment

14. Chris Bering

Board/Commission: Airport Board
Expiration Date: June 30, 2027
New Appointment

15. Motion approving Change Order No. 3 with K & W Electric, Inc., of Cedar Falls, Iowa, for a net increase of \$4,000.00, in conjunction with FY2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.

16. Motion to approve recommendation of appointment of Scott Strader to the position of Chief Plumbing Inspector in the Building Inspections Department, effective February 21, 2023.

17. Exception to Burning Yard Waste Application by Waterloo Leisure Services to burn approximately 6 acres of prairie grasses and flowers located in the Katoski Greenbelt, north of the shelter off of W. Ridgeway Avenue between March 27, 2023 and May 31, 2023.

18. Exception to Burning Yard Waste Application by Waterloo Leisure Services to burn approximately 4 acres of prairie grasses located at Lloyd-Randall Park between March 27, 2023 and May 31, 2023.

19. Complete Streets minutes of November 29, 2022.

20. Board of Adjustment minutes of November 22, 2022.

21. Liquor Licenses

- a. BP Fuel, 127 Jefferson Street, Class B Native Wine/C Beer/E Liquor w/Sunday Sales, Renewal - Expiration 5/29/2023
- b. The Broken Record, 315 W. 4th Street, Class C Alcohol w/Outdoor Service and Sunday Sales, Renewal - Expiration 1/20/2024
- c. Doughy Joeys Peetza Joynt, 300 W. 4th Street, Class C Alcohol W/Outdoor Service and Sunday Sales, Renewal - Expiration 2/7/2024
- d. Elite Cafe' Bar, 1108 Jefferson Street, Class C Alcohol w/Sunday Sales, Renewal - Expiration 2/27/2024
- e. Laid Back Social Club, 501 Independence Avenue, Class C Alcohol w/Sunday Sales, New - Expiration 1/15/2024

22. Cigarette/Tobacco Permit New Application for Elite Mobile, 2060 Crossroads Blvd.

PUBLIC HEARINGS

1. FY24 Budget Maximum Property Tax Levy.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments.

Resolution approving the Maximum Property Tax Askings as defined under Iowa Code Section 384.15A in the amount of \$42,260,443.00, an increase in applicable collections of \$5,091,360.00, or 13.69 percent for the budget year ending June 30, 2024.

Submitted by: Bridgett Wood, Finance Manager

2. Request by Friends of Faith Retirement Homes, Inc., (Friendship Village), to vacate and terminate an existing sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.

Motion to receive, file, consider and pass for the first time an ordinance approving a request by Friends of Faith Retirement Homes, Inc., (Friendship Village), to vacate and terminate a sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.

Motion to suspend the rules.

Motion to consider and pass for the second and third times and adopt said ordinance.

Resolution approving a Termination of Sewer Easement Agreement.

Submitted by: Noel Anderson, Director

3. Request by Weatherfield Realty Group, LLC, for a Site Plan Amendment to construct a new 230 square foot telecommunication facility, in the M-2, P Planned Industrial District located north of 2365 Northeast Drive.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a site plan amendment to the "M-2,P" Planned Industrial District to allow for the construction of a new 230 square foot telecommunication facility located north of 2365 Northeast Drive.

Motion to suspend the rules.

Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by: Noel Anderson, Director

4. Sale and conveyance of city-owned property to Weatherfield Realty Group, LLC, in the amount of \$1.00, with a Development Agreement and Minimum Assessment Agreement of \$100,000.00, located north of 2365 Northeast Drive, for the construction of a new 230 square foot telecommunication facility.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments.

Resolution approving the sale and conveyance of city owned property, located north of 2365 Northeast Drive, to Weatherfield Realty Group, LLC, in the amount of \$1.00, and authorizing the Mayor and City Clerk to execute said documents.

Resolution approving a Development and Minimum Assessment Agreement with Weatherfield Realty Group, LLC , for the construction of a new 230 square foot telecommunication facility with a minimum assessed value of \$100,000.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Director

5. Request by Jason Fowler to rezone approximately 0.28 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Commercial District to construct a vehicle storage facility located east of 709 Dearborn Avenue.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by Jason Fowler to rezone approximately 0.28 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Commercial District to construct a vehicle storage facility located east of 709 Dearborn Avenue.

Motion to suspend the rules.

Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by: Noel Anderson, Director

RESOLUTIONS

1. Resolution approving the request by Friends of Faith Retirement Homes, Inc., (Friendship Village) to dedicate a 50 foot sanitary sewer easement and approve the Sanitary Sewer Easement and Encroachment Agreement, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Director

2. Resolution approving an Early Access Agreement with Weatherfield Realty Group, LLC, to allow development activities including the construction of a foundation on a portion of Lot No. 2, Northeast Industrial Park No. 1, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Director

3. Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Survey of Parcel A location north of 2365 Northeast Drive.

Submitted by: Noel Anderson, Director

4. Request by the City of Waterloo for the Preliminary and Final Plat of a Minor Plat of Survey of Parcel A, located north of 2365 Northeast Drive.

Submitted by: Noel Anderson, Director

5. Resolution approving Amendment to Development Agreement and Minimum Assessment Agreement with 3FI Waterloo, LLC, originally approved on April 6, 2020, extending tax rebates to eight years at 50 percent and two years at 35 percent, for a total of ten (10) years of rebates and amend the minimum assessment date to December 31, 2032 for the project located at 2130 Newell Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Director

6. Resolution approving the Agreement for Purchase Rights with Maria and Gerry Luster of Waterloo, Iowa, for the City owned property located west of 1919-1921 Lafayette Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Director

7. Resolution approving construction plans for the private sanitary sewer extension serving Union at North Crossing, as submitted by Crockett Engineering Consultants, LLC, of Columbia, Missouri, a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Submitted by: Dennis Gentz, Assistant City Engineer

8. Resolution approving Supplemental Agreement No. 4 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of \$6,891.00, in conjunction with the FY2022

11th Street and Park Avenue Bridge Replacements, Contract No. 1013, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Wayne Castle, PLS, PE, Associate Engineer

9. Resolution approving support for the submission of Intended Use Plan and updating the Facility Plan to the Iowa Department of Natural Resources for the Cattle Congress Lift Station Force Main Project.

Submitted by: Brian Bowman, Treatment Operations Supervisor

10. Resolution approving Lease Agreement and Memorandum of Services with UNI for use of portable staging at Young Arena and Cedar Valley SportsPlex, and authorizing Mayor and City Clerk to execute said document.

Submitted by: Paul Huting, Director

11. Resolution approving a Snapshot Audit Agreement with SpyGlass Group, LLC, for analysis of telecommunication service accounts to seek cost recovery, service elimination, and cost reduction recommendations, and authorizing the Mayor to execute said document.

Submitted by: Bridgett Wood, Finance Manager

12. Resolution approving the use of fireworks on July 3, 2023, between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) p.m., in accordance with Section 5-2-13(B)(1) of the Waterloo City Code.

Submitted by: Kelley Felchle, City Clerk

13. Resolution approving a Joint Public Improvement Agreement with the Municipal Telecommunications Utility of the City of Waterloo, for the purpose of defining the respective rights and obligations for joint public improvement projects, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Kelley Felchle, City Clerk

ORDINANCES

- 1. An ordinance amending the City of Waterloo Sidewalk, Construction, Inspections, and Repair program.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by repealing Chapter 2, Sidewalk Construction, Inspections, and Repair, and Article A, Inspection and Repair, of Title 7, Public Ways and Property, and enacting in lieu thereof a new Chapter 2, Sidewalk Construction, Inspections, and Repair, and Article A, Inspection and Repair, of Title 7, Public Ways and Property.

Motion to suspend the rules.

Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

Submitted by: Kelley Felchle, City Clerk, Jamie Knutson, City Engineer

2. An ordinance enacting a new youth mental health protection.

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by enacting a new Chapter 12, Youth Mental Health Protection, of Title 3, Business and License Regulation.

Motion to suspend the rules.

Motion to receive, file, consider, and pass for the second and third times and adopt said ordinance.

Submitted by: Jonathan Grieder, Ward 2 Council member

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

February 6, 2023

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, February 6, 2023. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Chiles, Grieder, Wilder and Feuss, joined the meeting.

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance: Mayor Quentin Hart

Agenda, as proposed or amended.

Feuss/Grieder

that the agenda, as proposed or amended", be approved. Voice vote-Ayes: Six. Motion Carried.

Minutes of January 30, 2023, Planning Session, as proposed.

Feuss/Grieder

that the Minutes of January 30, 2023, Planning Session, as proposed, be approved. Voice vote-Ayes: Six. Motion Carried.

PUBLIC COMMENTS

David Charles Youngblut, 315 Randolph, commented that the city wrote him up for having a dirty yard. Ten years ago, he was arrested in front of his house and tore his shoulder. He shared that he received a fine for incorrectly installing a boiler.

Sam Blot, 107 Lafayette St., shared public comments about the work session. She said that there is a lot of public support to ban conversion therapy in our community. At the state level there are a lot of bills that are anti-LGBTQ.

Alia Raman, 223 South Fork Dr., shared that she has evidence-based concerns about the safety in our local communities as a result of extremists and hateful legislation that has been moving through the Iowa State House. The bill supporting anti-conversion therapy is just one of those. There are six anti-LGBTQ bills and listed the bill numbers.

Leon Begay, 204 Baltimore St., shared that he is in support of banning conversion therapy.

Priscilla Cunningham, 1009 S. Hackett Rd., shared that she moved into an apartment and was here to speak to the council in support of homeless people in Waterloo. She questioned what kind of board we have in Waterloo that addresses homelessness. Iowa Starting Line wrote an

article about homelessness. Year to date, the article stated, there are over 17,000-18,000 people in the state of Iowa evicted annually.

Mitchell DenHartog, 1013 Western Ave., shared that he has personal friends that have been through conversion therapy. He wanted to speak to the council in support of the ordinance on behalf of those individuals.

Terry Stevens, 1629 Ackermant St., regarding the conversion therapy ordinance, has a problem with people putting children through that kind of therapy. She spoke about homelessness and that the city should not give any more money to developers unless they are building housing for the homeless.

Mr. Grieder thanked people who came to speak in support of the conversion therapy ordinance. He also shared the date and time of his upcoming constituent forum.

Ms. Wilder apologized for missing the work session and thanked Mr. Grieder for the work he is doing to support the LGBTQ+ community.

Mr. Boesen commented that on Thursday morning we had 4.3 inches of snow, Republic Parking pulled their trucks and didn't recycle that day. City of Waterloo picked up garbage that day and school buses ran that day. He shared that his issues with Republic Recycling is basically customer service. When they miss your pickup and you call them, you get a call center in Georgia. He wants to see the city explore taking on curbside recycling. He also wanted to bring up concerns regarding downtown snow removal. He explained that there are two issues with snow removal, the first is mountains of snow blocking whole lanes and the second is business owner's not removing snow from the sidewalk like they are supposed to. His hope is that we can work with the merchants and public works to get snow removed effectively and timely in downtown.

CONSENT AGENDA

Feuss/Wilder

that the following items on the consent agenda be received, placed on file and approved. Roll Call vote-Ayes: Six. Motion Carried.

Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.

Resolution approving Finance Committee Invoice Summary Report, dated January 6, 2023 in the amount of \$1,277,971.85, a copy of which is in the City Clerk's office, together with recommendation of approval of the Finance Committee. Resolution adopted and upon approval by Mayor assigned No. 2023-055.

Resolution setting date of the maximum levy rate public hearing as February 20, 2023, at 5:30 p.m. to approve the maximum levy rates as required by state, and instruct the City Clerk to publish said notice.

Resolution adopted and upon approval by Mayor assigned No. 2023-056.

Resolution approving the Iowa Certified Local Government 2022 Annual Report, and authorizing the Mayor and Planning Staff to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2023-057.

Resolution approving Ahlers and Cooney representation concerning the 28E agreement with Waterloo Telecommunications Utility Board for bidding and construction of FTTP and the City Backbone Project, and authorizing the Mayor to execute said document.

None/None

that "Resolution approving Ahlers and Cooney representation concerning the 28E agreement with Waterloo Telecommunications Utility Board for bidding and construction of FTTP and the City Backbone Project, and authorizing the Mayor to execute said document.", be . Voice vote-Ayes: Seven. Motion .Resolution adopted and upon approval by Mayor assigned No.2023-058.

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 2, 2023, and date of public hearing as March 6, 2023, in conjunction with the Waterloo Regional Airport Airline Passenger Terminal Building Heating Ventilation and Cooling Controls, Project No. 3-19-0094-054, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No.2023-059.

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 2, 2023, and date of public hearing as March 6, 2023, in conjunction with the Waterloo Regional Airport Airline Passenger Terminal Building CCTV Security and Video System, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2023-060.

Resolution setting date of public hearing as February 20, 2023, to approve the request by Weatherfield Realty Group, LLC, for a Site Plan Amendment to construct a new 230 square foot telecommunication facility, in the M-2, P Planned Industrial District located north of 2365 Northeast Drive, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2023-061.

Resolution setting date of public hearing as February 20, 2023, for the sale and conveyance of City-owned property to Weatherfield Realty Group, LLC, in the amount of \$1.00, with a development agreement and minimum assessment agreement of \$100,000.00, located north of 2365 Northeast Drive, for the construction of a new 230 square foot telecommunication facility, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2023-062.

Resolution setting date of public hearing as February 20, 2023, to approve the request by Jason Fowler to rezone approximately 0.28 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Commercial District, with conditions, to construct a vehicle storage facility located east of 709 Dearborn Avenue, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2023-063.

Resolution approving completion of the project, recommendation of acceptance of work, and

release of retainage in the amount of \$92,775.87, for work performed by Cardinal Construction of Waterloo, Iowa, in conjunction with the Five Sullivan Brothers Convention Center 2nd Floor Renovation project.

Resolution adopted and upon approval by Mayor assigned No. 2023-064.

Motion approving Final Quantity Summary with Peterson Contractors, Inc., of Reinbeck, Iowa, for a net decrease of \$35,009.11, in conjunction with the FY 2021 Center for the Arts Parking Improvements - Phase 3, Northwest Half, Contract No. 1004, and authorizing the Mayor and City Clerk to execute said document.

Motion approved.

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of \$451,011.89, in conjunction with the FY 2021 Center for the Arts Parking Improvements - Phase 3, Northwest Half, Contract No. 1004, and receive and file a two-year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2023-065.

Motion approving Final Quantity Summary with Lodge Construction, Inc., of Clarksville, Iowa, for a net increase of \$1,651.64, in conjunction with FY 2022 Center for the Arts Parking Improvements - Phase 2 (Art Block) Project, Contract No. 1007, and authorizing the Mayor and City Clerk to execute said document.

Motion approved.

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Lodge Construction, Inc., of Clarksville, Iowa, in the amount of \$716,195.99, in conjunction with the FY 2022 Center for the Arts Parking Improvements - Phase 2 (Art Block) Project, Contract No. 1007, and receive and file a two-year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2023-066.

Resolution approving award of bid to K&W Electric of Cedar Falls, Iowa, in the amount of \$25,740.00, and approving the contract, bonds, and certificate of insurance, in conjunction with the Improvements to Hangar 3-A, for Livingston Aviation, at Waterloo Regional Airport, via FAA AIP Project No. 3-19-0094-0048 (CARES Maintenance), and authorizing the Mayor and City Clerk to execute said documents.

Resolution adopted and upon approval by Mayor assigned No. 2023-067.

Resolution approving Acknowledgment/Settlement Agreement for Tobacco Violation-1st Offense, Jim's Food, 437 Sullivan Avenue, Waterloo, Iowa 50701, and accepting civil penalty in the amount of \$300.00, and authorizing the Mayor and City Clerk to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2023-068.

Resolution approving the partial release of retainage to Woodruff Construction of Waterloo, Iowa, in the amount of \$767,486.06, with the exception of the outstanding items which are impacted by material lead times or weather conditions, in conjunction with the FY 2020 Wastewater Treatment Plant Biosolids Modifications Project, Contract No. 994.

Resolution adopted and upon approval by Mayor assigned No. 2023-069.

Resolution approving the Charitable Pledge Agreement with the Pauline R. Barrett Foundation for a \$500,000.00 gift, naming the Pauline R. Barrett Inclusive Playground at Gates Park for no less than twenty (20) years, and authorizing the Mayor to execute said document.

Resolution adopted and upon approval by Mayor assigned No. 2023-070.

Resolution approving Request for Qualifications/Proposals to solicit proposals from experienced developers to design, construct, operate, and maintain systems and equipment to clean the City's digester gas and lagoon gas to natural gas pipeline grade standards and market the gas as a renewable natural gas product, including its environmental attributes.

Resolution adopted and upon approval by Mayor assigned No. 2023-071.

Resolution approving cancellation of assessment of delinquent water fees for property located at 232 Ricker Street in the amount of \$594.51, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

Resolution adopted and upon approval by Mayor assigned No. 2023-072.

Resolution approving the request by Midwest Development, for tax exemptions on the construction of a single-family home valued at \$479,999.00, for property located at 1550 Partridge Lane and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-073.

Resolution approving the request by Midwest Development, for tax exemptions on construction of a single family home valued at \$449,999.00, for property located at 1502 Partridge Lane and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-074.

Resolution approving the request by Midwest Development, for tax exemptions on construction of a single family home valued at \$489,999.00, for property located at 1432 Partridge Lane and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-075.

Resolution approving the request by Midwest Development, for tax exemptions on construction of a single family home valued at \$449,999.00, for property located at 1345 Partridge Lane and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-076.

Resolution approving the request by Kameron and Latisha Leyh, for tax exemptions on construction of a single family home with basement finish valued at \$490,422.96, for property located at 1354 Partridge Lane and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-077.

Resolution approving the request by Wallace Investment Group, for tax exemptions on the construction of two duplex units valued at \$386,000.00, for property located at 1018 Fletcher

Avenue and 1020 Fletcher Avenue and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-078.

Resolution approving the request by Midwest Development, for tax exemptions on construction of a single family home valued at \$434,999.00, for property located at 114 Sunbird Court and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-079.

Resolution approving the request by Midwest Development, for tax exemptions on the construction of one duplex unit valued at \$294,999.00, for property located at 3365 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-080.

Resolution approving the request by Midwest Development, for tax exemptions on the construction of one duplex unit valued at \$294,999.00, for property located at 3367 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-081.

Resolution approving the request by Midwest Development, for tax exemptions on the construction of one duplex unit valued at \$288,000.00, for property located at 3385 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-082.

Resolution approving the request by Midwest Development, for tax exemptions on the construction of one duplex unit valued at \$299,999.00, for property located at 3387 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-083.

Resolution approving the request by Elvis Mehmedovic, for tax exemptions on the construction of one single-family home with basement finish valued at \$475,000.00, for property located at 122 Kestrel Circle and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-084.

Resolution approving the request by Dan Goken, for tax exemptions on the construction of one duplex unit valued at \$179,000.00, for property located at 830 Grindstone Circle and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-085.

Resolution approving the request by Dodge Holdings, LLC, for tax exemptions on the construction of an addition and an interior remodel valued at \$1,400,000.00, for property located at 1717 Falls Avenue and located in the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-086.

Resolution approving the request by Pillar Properties, LLC, for tax exemptions on a remodel of 13 apartment units valued at \$780,000.00, for property located at 727 West Park Avenue and located in the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2023-087.

Dwight Diercks

Board/Commission: Complete Streets Advisory Committee

Expiration Date: None

New Appointment

Kathryn Gilbery

Board/Commission: Complete Streets Advisory Committee

Expiration Date: None

New Appointment

Terry Pearson Stevens

Board/Commission: Historic Preservation Commission

Expiration Date: February 6, 2024

Re-appointment

Edward Ottesen

Board/Commission: Historic Preservation Commission

Expiration Date: February 6, 2024

Re-appointment

Matthew Gilbert

Board/Commission: Historic Preservation Commission

Expiration Date: February 6, 2024

Re-appointment

Communication from the Library Department on notice of the conclusion of employment of Robert Giesler, IT Manager, effective December 30, 2022, with a recommendation of approval of payout of \$3,395.50 for unused benefits.

Communication from the Library Department on notice of the conclusion of the employment of Mary Nadeau, Library Assistant, effective December 29, 2022, with a recommendation of approval of payout of \$3,737.37 for unused benefits.

Communication from the Community Development Department on the notice of the conclusion

of employment of Kelly Martin, Rehabilitation Specialist, effective December 30, 2022, with the recommendation of approval of payout of \$1,787.82 for unused benefits.

Communication from the Waste Management/Sewer Department on notice of the conclusion of employment of Craig Billerbeck, Lab Technician, effective February 3, 2023, with a recommendation of approval of payout of \$569.64 for unused benefits.

Motion to approve recommendation of appointment of Matt Ames from the current Civil Service List to the position of Garage Mechanic in the Public Works Central Garage Department, effective February 13, 2023, pending pre-employment physical and drug testing.

Motion to approve recommendation of appointment of Tyler Kroeze and Tyler Hare from the current Civil Service List, to the position of Airport Operations Specialist for the Waterloo Regional Airport, effective February 27, 2023 pending physical examination, background check, and drug screening.

Motion to approve recommendation of the appointment of Taylor Mork to the position of Golf Maintenance III in the Leisure Services Department effective February 7, 2023.

Leisure Services Board minutes of December 13, 2022.

Planning, Programming and Zoning Commission minutes of December 13, 2022.

Historic Preservation Commission minutes of December 20, 2022.

Waterloo Housing Authority Board minutes of January 17, 2023.

Complete Streets Advisory Committee minutes of September 27 and October 25, 2022.

Airport Board minutes of December 14, 2022.

Bonds.

Liquor Licenses

- a. Ali's Corner, 1117 E. 4th Street, Class E Alcohol w/Sunday Sales, Renewal - Expiration 3/31/2023
- b. Blessed Sacrament, 650 Stephan Avenue (5-Day), Class C Liquor w/Sunday Sales, New – Expiration 2/20/2023
- c. Casey's General Store #2866, 51 E. Tower Park Drive, Class E Alcohol w/Sunday Sales, Renewal – Expiration 2/29/2024
- d. Cedar Valley Fish Market, 218 Division Street, Class C Alcohol w/Sunday Sales, Renewal - Expiration 1/24/2024
- e. Club Legacy, 120 Sumner Street, Class C Alcohol w/Sunday Sales, Renewal - Expiration 12/30/2023
- f. Fairfield Inn & Suites, 2134 La Porte Road, Class B Retail Alcohol w/Sunday Sales, Renewal – Expiration 12/31/2023
- g. Narey's 19th Hole, 2073 Logan Avenue, Class C Alcohol w/Sunday Sales, Renewal - Expiration 8/22/2023
- h. New Star Fletcher, 315 Fletcher Avenue, Class E Liquor w/Sunday Sales, Renewal – Expiration 1/29/2024
- i. The Other Place, 360 E. Ridgeway Avenue, Class C Liquor w/Sunday Sales, Renewal – Expiration 1/25/2024
- j. Snowden House, 306 Washington Street, Class C Liquor w/Outdoor Service and Sunday Sales, Renewal – Expiration 12/14/2023
- k. Spectra Venue Management, 200 W. 4th Street, Class C Liquor w/Catering and Sunday Sales, Renewal – Expiration 1/31/2024
- l. Veterans of Foreign Wars Club Post 1623, 1406 Commercial Street, Class F Alcohol w/Sunday Sales, Renewal – Expiration 1/14/2024

Resolution setting the date of a public hearing as February 20, 2023, to approve request by Friends of Faith Retirement Homes, Inc., (Friendship Village) to vacate and terminate a sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, and instruct the City Clerk to publish notice.

Feuss/Wilder

that "Resolution setting the date of a public hearing as February 20, 2023, to approve request by Friends of Faith Retirement Homes, Inc., (Friendship Village) to vacate and terminate a sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, and instruct the City Clerk to publish notice", be adopted. Voice vote-Ayes: Six. Motion Carried. Resolution adopted and upon approval by Mayor assigned No. 2023-088.

PUBLIC HEARINGS

Asbestos Abatement Services Contract No. AB-2023-02-04P, for properties located at 1804 E. 4th Street, 207 Lafayette Street, 208 Sunnyside Avenue, and 637 Ankeny Street.

Grieder/Wilder

Motion to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

HOLD HEARING - No comments on file.

Grieder/Wilder

Motion to close hearing and receive and file oral and written comments. Voice vote-Ayes: Six. Motion carried.

Grieder/Wilder

Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Roll call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-089.

Grieder/Wilder

Motion to receive, file, and instruct the City Clerk to read bids. Voice Vote-Ayes: Six. Motion carried.

Grieder/Wilder

Resolution awarding bid to Advanced Environmental Inc., of Waterloo, Iowa in the amount of \$19,800.00, and authorizing the Mayor and City Clerk to execute said document. Roll call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-090.

RESOLUTIONS

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for Design, Construction Administration, and Inspection services, in an amount not to exceed \$18,200.00, for improvements to Hangar No. 4 at Waterloo Regional Airport, and authorizing the Mayor to execute said document.

Nichols/Wilder

that "Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., for Design, Construction Administration, and Inspection services, in an amount not to exceed \$18,200.00, for improvements to Hangar No. 4 at Waterloo Regional Airport, and authorizing the Mayor to execute said document", be adopted. Voice vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-091.

Resolution approving an Exclusive Listing Agreement with Amy Wienands Real Estate of Waterloo, Iowa in an amount not to exceed \$11,000.00 in conjunction with the sale of 514 Johnson Street, and authorizing Adrienne Miller, Planning Economic Development Specialist, to execute said document.

Nichols/Wilder

that "Resolution approving an Exclusive Listing Agreement with Amy Wienands Real Estate of Waterloo, Iowa in an amount not to exceed \$11,000.00 in conjunction with the sale of 514 Johnson Street, and authorizing Adrienne Miller, Planning Economic Development Specialist, to execute said document.", be adopted. Voice vote-Ayes: Six. Motion carried. Resolution

adopted and upon approval by Mayor assigned No. 2023-092.

Resolution approving the Real Estate Purchase Agreement with First Baptist Church of Waterloo, Iowa, for the City acquisition of the home located at 1318 Martin Road, in the amount of \$80,000.00 plus up to \$5,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document.

Nichols/Wilder

that "Resolution approving the Real Estate Purchase Agreement with First Baptist Church of Waterloo, Iowa, for the City acquisition of the home located at 1318 Martin Road, in the amount of \$80,000.00 plus up to \$5,000.00 in closing costs, and authorizing the Mayor and City Clerk to execute said document", be adopted. Voice vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-093.

Resolution approving an Amendment to the Development Agreement with Lincoln Savings Bank, originally executed October 7, 2019, as amended thereafter on November 4, 2019, and April 5, 2021, to provide that the grant payment may be repaid by funds from the Downtown Waterloo Urban Renewal and Redevelopment Area tax increment financing (TIF) district, in addition to funds from the IRD receipts or City-issued bonds, and authorizing the Mayor and City Clerk to execute said document.

Nichols/Wilder

that "Resolution approving an Amendment to the Development Agreement with Lincoln Savings Bank, originally executed October 7, 2019, as amended thereafter on November 4, 2019, and April 5, 2021, to provide that the grant payment may be repaid by funds from the Downtown Waterloo Urban Renewal and Redevelopment Area tax increment financing (TIF) district, in addition to funds from the IRD receipts or City-issued bonds, and authorizing the Mayor and City Clerk to execute said document", be adopted. Voice vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-094.

Resolution approving a Storm Water Maintenance and Repair Agreement with Airline Storage, LLC, for the maintenance of a stormwater detention pond, located at 3318 West Airline Highway, and authorizing the Mayor and City Clerk to execute said document.

Nichols/Wilder

that "Resolution approving a Storm Water Maintenance and Repair Agreement with Airline Storage, LLC, for the maintenance of a stormwater detention pond, located at 3318 West Airline Highway, and authorizing the Mayor and City Clerk to execute said document", be adopted. Voice vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2023-095.

Resolution approving the Acknowledgment, Joinder, and Consent for the property on the TechWorks Campus that the City is aware of the Environmental Covenant affecting the Property, and that the City agrees that it has taken title to the Transferred Property subject to the Environmental Covenant, and authorizing the Mayor to execute said document.

Nichols/Wilder

that "Resolution approving the Acknowledgment, Joinder, and Consent for the property on the TechWorks Campus that the City is aware of the Environmental Covenant affecting the Property, and that the City agrees that it has taken title to the Transferred Property subject to the Environmental Covenant, and authorizing the Mayor to execute said document ", be adopted. Resolutions 4-6. Voice vote-Ayes: Six. Motion Carried. Resolution adopted and upon

approval by Mayor assigned No. 2023-096.

OTHER COUNCIL BUSINESS

Hearing on Order Assessing Civil Penalty to Prime Mart, 508 Broadway Street, Waterloo, Iowa 50703, and assessing civil penalty in the amount of \$300.00.

Motion to open hearing Assessing Civil Penalty.

HOLD HEARING.

Motion to close Hearing Assessing Civil Penalty.

Resolution approving Order Assessing Civil Penalty, in the amount of \$300.00 to Prime Mart, 508 Broadway Street, Waterloo, Iowa, for sale of tobacco to minor violation-first offense.

Feuss/Chiles

Motion to open hearing Assessing Civil Penalty.

HOLD HEARING.

Feuss/Chiles

Motion to close Hearing Assessing Civil Penalty.

Martin Petersen, City Attorney, provided an overview of the citation, the purpose of the hearing and his recommendation that council adopt the order assessing penalty for first violation and impose a fine of \$300.00.

Feuss/Chiles

Resolution approving Order Assessing Civil Penalty, in the amount of \$300.00 to Prime Mart, 508 Broadway Street, Waterloo, Iowa, for sale of tobacco to minor violation-first offense.

Resolution adopted and upon approval by Mayor assigned No. 2023-097.

ADJOURNMENT

Feuss/Grieder

that the Council adjourn at 6:10 p.m.. Voice vote-Ayes: Six. Motion Carried.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Manager
Finance Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolutions setting the date of public hearing as March 6, 2023 on the proposed issuance of the following bonds and instruct the City Clerk to publish notice. (Details on projects covered by each hearing are on file for review.)

- (a) ECP-1 - Not to Exceed \$4,700,000.00 General Obligation Bonds (Essential Corporate Purpose).
- (b) GCP-2 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
- (c) GCP-3 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
- (d) GCP-4 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).

RECOMMENDED COUNCIL ACTION

Approve the resolution setting the date of public hearing as March 6, 2023 on the proposed issuance of General Obligation Bonds and instruct the City Clerk to publish the notice.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

We are planning to sell general obligation bonds for a number of purposes this spring.

Please note that the hearing amounts indicated are being set higher than the actual amounts to be issued to provide flexibility in the project allocations, which reduces future administrative costs.

We plan to use the State of Iowa Revolving Fund for sewer project funding. Public hearings will be held for those projects at a later date.

General Obligation Bonds ECP-1 - Not to exceed \$4,700,000 General Obligation Bonds for essential corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage equipment and software, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, street light fixtures, connections and facilities, and cameras; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks, streetscapes, and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and

drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the reconstruction and improvement of the city airport; acquisition of communication equipment and other emergency services communication equipment and systems.

General Obligation Bonds - GCP-2 - Not to exceed \$700,000 General Obligation Bonds for general corporate purposes of said City, the Bonds to be issued to provide funds to pay the costs of the acquisition and installation of security equipment for city buildings and facilities; the acquisition and installation of information technology and data management systems, including network, connectivity, software, computer systems and server equipment; the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the reconstruction, improvement, renovation and equipping of the library; the acquisition of vehicles for various city departments.

General Obligation Bonds - GCP-3 - Not to exceed \$700,000 General Obligation Bonds for general corporate purposes of said City, the proceeds of which bonds will be used to provide funds to pay the costs of the renovation, construction, improvement and equipping of Young Arena, the golf course, and the Cedar Valley Sportsplex.

General Obligation Bonds – GCP-4 - Not to exceed \$700,000 General Obligation Bonds for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of City Hall and other City facilities and buildings.

NEIGHBORHOOD IMPACT

A general listing of projects planned to be completed using bond proceeds authorized by these hearings will be provided prior to the hearings.

DATA, ANALYSIS, AND STRATEGIES

The issuance of bonds commits the city to future repayment.

Please note that this hearing must be approved prior to approving the budget for the fiscal year ending June 30, 2024.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

Repayment will be made from various sources, including general property taxes and tax increment revenue.

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

The City could choose not to sell bonds and not proceed with the projects. This would reduce future debt service costs. However, other costs would likely increase. For example, a number of the planned projects have been mandated by regulatory agencies that could have financial implications if the

projects aren't completed as required.

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo (158) - PDF Letter of Instruction Fix Date ECP-GCP 2023A GO BONDS (02159262x7F7E1)
2. Waterloo (158) - Fix Date Proceedings ECP-1 2023A GO BONDS (02158685x7F7E1)
3. Waterloo (158) - Fix Date Proceedings GCP-2 2023A GO BONDS (02158748x7F7E1)
4. Waterloo (158) - Fix Date Proceedings GCP-3 2023A GO BONDS (02158767x7F7E1)
5. Waterloo (158) - Fix Date Proceedings GCP-4 2023A GO BONDS (02158774x7F7E1)

February 7, 2023

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Resolutions fixing date of hearings for General Obligation Bonds

Dear Kelley:

Included with this letter are proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on **Monday, February 20, 2023**. They fix the date of the hearings for **Monday, March 6, 2023**.

These proceedings also direct publication of the notices of public hearing prior to the March 6th meeting. Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. As to the Essential Corporate Purpose portion of the issuance, the date of publication is not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the bonds. As to the General Corporate Purpose portion of the issuance, the date of publication is to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. We recommend you publish all notices at the same time for convenience and consistency. They should be published between **February 14, 2023 and February 21, 2023**.

Additionally, as to the General Corporate Purpose portion of the issuance, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, please notify us as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Appeal to District Court.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

Please send executed copies of each of the proceedings filled out as originals to our office, together with the publisher's affidavit of the publication of the notices of hearings. We would also appreciate electronic scans of the completed documents. We will send proceedings for the date of the hearings in advance of the March 6th meeting. If you have any questions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb

Enclosures

cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Bridgett Wood, Finance Manager, City of Waterloo (via email w/encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)

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ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed \$4,700,000 General Obligation Bonds (ECP-1)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 20, 2023

The City Council of the City of Waterloo, State of Iowa, met in _____
session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at
_____.M., on the above date. There were present Mayor Quentin Hart, in the chair,
and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$4,700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$4,700,000 GENERAL OBLIGATION BONDS OF THE CITY
OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$4,700,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$4,700,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage equipment and software, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, street light fixtures, connections and facilities, and cameras; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks, streetscapes, and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the reconstruction and improvement of the city airport; acquisition of communication equipment and other emergency services communication equipment and systems.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: February 14, 2023 and February 21, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$4,700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR ESSENTIAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$4,700,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay costs of the acquisition, improvement and installation of traffic control devices, signage equipment and software, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, street light fixtures, connections and facilities, and cameras; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, public works and sign and traffic departments; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks, streetscapes, and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the reconstruction and improvement of the city airport; acquisition of communication equipment and other emergency services communication equipment and systems.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2023.

Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of February, 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$4,700,000 General Obligation Bonds) (ECP-1)

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-2)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 20, 2023

The City Council of the City of Waterloo, State of Iowa, met in _____
session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at
_____.M., on the above date. There were present Mayor Quentin Hart, in the chair,
and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition and installation of security equipment for city buildings and facilities; the acquisition and installation of information technology and data management systems, including network, connectivity, software, computer systems and server equipment; the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the reconstruction, improvement, renovation and equipping of the library; the acquisition of vehicles for various city departments and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: February 14, 2023 and February 21, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the acquisition and installation of security equipment for city buildings and facilities; the acquisition and installation of information technology and data management systems, including network, connectivity, software, computer systems and server equipment; the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the reconstruction, improvement, renovation and equipping of the library; and the acquisition of vehicles for various city departments.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2023.

Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of February, 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-2)

_____, 2023.

WITNESS my official signature this _____ day of _____, 2023.

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-3)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 20, 2023

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the above date. There were present Mayor Quentin Hart, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the renovation, construction, improvement and equipping of Young Arena, the golf course, and the Cedar Valley Sportsplex and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: February 14, 2023 and February 21, 2023)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the renovation, construction, improvement and equipping of Young Arena, the golf course, and the Cedar Valley Sportsplex. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2023.

Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of February, 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-3)

, 2023.

WITNESS my official signature this _____ day of _____, 2023.

(SEAL)

ITEMS TO INCLUDE ON AGENDA

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-4)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

February 20, 2023

The City Council of the City of Waterloo, State of Iowa, met in _____
session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at
_____.M., on the above date. There were present Mayor Quentin Hart, in the chair,
and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 6th day of March, 2023, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of City Hall and other City facilities and buildings and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

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NOTICE OF MEETING OF THE CITY COUNCIL OF THE
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\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 6th day of March, 2023, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of City Hall and other City facilities and buildings.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2023.

Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 20th day of February, 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2023.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-4)

, 2023.

WITNESS my official signature this _____ day of _____, 2023.

(SEAL)



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Manager
Finance Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving naming financial institution depositories for the City of Waterloo, Iowa, and rescinding Resolution No. 2020-46.

RECOMMENDED COUNCIL ACTION

Approve the resolution designating the financial institutions that will be used as depository institutions of the City and the maximum amounts that may be maintained on deposit at each.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The State of Iowa requires City Council approval for financial institutions designated to be depositories for City funds. The resolution establishes the maximum amount that may be deposited with each institution. Please note that the amounts maintained on deposit will likely be much lower than the amounts indicated to provide maximum flexibility in managing cash flow.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

The institutions selected and the maximum amounts to be deposited can be revised, but must be set high enough to cover all liquid assets maintained by the City.

LEGAL DESCRIPTION

ATTACHMENTS

1. Resolution for Naming Depositories

Prepared by LeAnn M. Even, Deputy Clerk City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2023-XX

RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF
WATERLOO, IOWA, AND RESCINDING RESOLUTION NO.
2020-46 IN ITS ENTIRETY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that we do hereby designate the following to be depositories of the City of Waterloo, Iowa, funds in the amount not to exceed the aggregate amount named for the said financial institutions as follows, to wit:

<u>Name of Depository</u>	<u>Location</u>	<u>Maximum Deposit Under This Resolution</u>
Bank Iowa	Waterloo, IA	\$10,000,000
Community Bank & Trust	Waterloo, IA	\$20,000,000
Farmers State Bank	Waterloo, IA	\$99,000,000
First Security State Bank	Evansdale, IA	\$ 2,000,000
Great Western Bank	Waterloo, IA	\$10,000,000
Iowa Public Agency Investment Trust	Des Moines,IA	\$50,000,000
NXT Bank	Waterloo, IA	\$ 2,000,000
MidwestOne Bank & Trust	Waterloo, IA	\$ 2,000,000
Public Employees Credit Union	Waterloo, IA	\$ 250,000
Regions Bank	Waterloo, IA	\$99,000,000
Stifel Nicolaus & Company, Inc.	Waterloo, IA	\$ 500,000
Trust Lincoln Savings Bank	Waterloo, IA	\$40,000,000
UMB Bank (formerly Bankers Trust)	Des Moines,IA	\$50,000,000
US Bank	Waterloo, IA	\$15,000,000
Veridian Credit Union	Waterloo, IA	\$ 250,000
Wells Fargo Bank, N.A.	Waterloo, IA	\$50,000,000

BE IT FURTHER RESOLVED that Resolution No. 2020-46 be hereby rescinded in its entirety.

PASSED AND ADOPTED this 20th day of February 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Manager
Finance Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 6, 2023 to approve the FY2024 budget, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approving the publication of the budget estimate establishes the maximum tax levy rate and maximum expenditures by program for the fiscal year ending June 30, 2024. The levy rate and expenditures by program can be reduced from the published budget estimate, but cannot be increased.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The annual budget is required to be adopted and certified with Black Hawk County and the State of Iowa by March 31, 2023. The budget estimate must be published in the paper ten to twenty days prior to the budget hearing.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

According to the State Department of Management, if the budget isn't certified by March 31, 2023, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year (\$XX plus utility excise taxes of \$XX). That amount is \$XX less than the maximum

levy hearing amount. There would likely be an audit finding regarding noncompliance with state law regarding budget deadlines also.

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rudy Jones, Director
Community Development Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 6, 2023, to review the proposed allocation plan for the HOME ARP funding in the amount of \$1,780,793.00, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval of the HOME-ARP Allocation Plan

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The HOME-ARP grant application in the amount of \$1,780,793.00, is a strategic plan detailing the allocation of funding to assist households who are experiencing homelessness or at risk of homelessness or other vulnerable populations by providing affordable housing, rental assistance, supportive services and non-congregate shelter, to reduce homelessness and increase housing stability. There is a public comment period from February 20, 2023- March 7, 2023. Any comments received will be attached to the plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 6, 2023, for the sale and conveyance of City property located at 514 Johnson Street, in the amount of \$210,000.00, to Dieu Israel Kabangu, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

514 Johnson Street is the fourth home the City partnered with Hawkeye Community College to build through their Sustainable Construction & Design program. This home will be completed by students in the Spring of 2023 and Amy Wienands listed the home for sale on behalf of the City. The City has received three offers on the home. The lot was transferred to Hawkeye Community College, but will be transferred back to the City of Waterloo so that we can proceed with this sale per the terms of the approved development agreement. Hawkeye Community College demolished the home that was on the property prior to constructing the new dwelling.

NEIGHBORHOOD IMPACT

The partnership between the City and Hawkeye Community College was developed to eliminate nuisance properties within the community as well as to build the area work force with hands on experiences through classes offered at the college. The City has been active in utilizing a state program through Iowa code 657A to obtain abandoned properties. Hawkeye Community College has stepped in to not only redevelop the underutilized sites but also train new work force through their Sustainable Construction and Design program. The first home of the partnership was sold in 2020 for \$139,900. The second home sold for \$154,400. The third home sold for \$175,000.

DATA, ANALYSIS, AND STRATEGIES

Sale of City owned property

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

up to \$11,000 in closing costs

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 2, Block 13, Leavitt, Johnson and Miller Addition, City of Waterloo, Iowa.

ATTACHMENTS

1. 514 Johnson St. Accepted Offer

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (03/2022)
Adopted by the Black Hawk County Bar Association 2022



AMY WIENANDS
REAL ESTATE



PURCHASE AGREEMENT

Date: 02/14/2023

Seller: City of Waterloo

Buyer: Dieu Israel Kabangu

As joint tenants with full rights of survivorship unless otherwise specified.

Buyer offers to buy: 514 Johnson St. Waterloo, IA 50702

Legally described as: LEAVITT JOHNSON AND MILLER ADDITION LOT 2 BLK 13

Parcel #891326457002

SUBJECT TO RESTRICTIVE COVENANTS, ORDINANCES, AND LIMITED ACCESS PROVISIONS OF RECORD, IF ANY, AND TO EXISTING EASEMENTS, IF ANY. The property intended to be covered by the terms hereof shall include all buildings, storage sheds, land rights, easements, and access necessary or appurtenant thereto and owned by Seller. Included, if now in or on said premises and owned by the Seller, are all fixtures including but not limited to: window shades, blinds, curtain rods and hardware, lighting fixtures and bulbs, ceiling fans, built-in appliances and accessories, antenna, television mounting brackets, awnings, door chimes, fireplace grates and irons, mailbox, installed sump pumps, garage door openers and controls, bushes, shrubs, and other vegetation. Also included, if not rentals, are satellite dish, water softener and filtration systems, installed alarm devices, propane tanks and all other fixtures, unless not included by Seller in writing.

ITEM(S) NOT INCLUDED: _____

FOR THE SUM OF \$: ~~200,000 (Two hundred thousand dollars)~~ — \$210,000.00 Two hundred ten thousand dollars & 00/100

Earnest money of \$2,000 shall be delivered to the Listing Broker within 5 calendar days of the final acceptance date of this Purchase Agreement and be held in trust by Exp Realty and the balance in cash to be paid at closing upon performance of Seller's obligations hereunder. If the Earnest Money is not delivered to the Listing Broker of the trust funds in this transaction within the agreed upon time period, SELLER(S) may void this Purchase Agreement. Any interest on the trust account shall be forwarded to the Iowa Association of REALTORS® Foundation (a charitable no-profit entity), the State of Iowa (if required by law), or as directed and mutually agreed in writing by both Buyer and Seller.

Return of Earnest Money. Earnest Money submitted as part of the purchase price of the above-described property shall be returned to the Buyer in case this agreement is not accepted. Except as otherwise provided in this agreement, any other release of Earnest Money shall require informed written consent of all parties to this agreement.

Closing to take place on the 04/06/2023.

Possession to be given to Buyer at closing or by _____ at closing ☐ AM ☐ PM on _____

Buyer agrees to take possession subject to rights of non-owner occupants now in possession. ☐ YES ☒ NO. Seller agrees to deliver to Buyer all existing Keys and garage door controls no later than possession. Any rents or HOA fees shall be prorated to date of closing.

Buyer(s):  
(Initials)

Seller(s):  
(Initials)

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (03/2022)
Adopted by the Black Hawk County Bar Association 2022

Property Address: 514 Johnson St. Waterloo, IA 50702

5. OTHER TERMS/CONDITIONS THIS PURCHASE AGREEMENT IS SUBJECT TO:

- A) Seller to sod/seed both front and backyard as well as sides. Hydroseed to be completed no later than 6/15/2023 (weather dependent).
- B) Seller/builder to perform walkthrough with buyer two weeks prior to closing to develop punch list of unfinished items to be performed prior to closing.

~~C) See Escalation Clause~~


02/15/23
3:55 PM CST
dotloop verified


02/15/23
4:57 PM CST
dotloop verified


02/15/23
4:57 PM CST
dotloop verified

6. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to closing, the Buyer shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages or to declare this agreement null and void. The property shall be deemed substantially damaged or destroyed if it cannot be repaired to its present condition on or before the closing date.

7. TITLE PAPERS AND ABSTRACT. At the time of the final payment hereunder, the Seller shall convey the premises to the Buyer by Warranty Deed and shall furnish the Buyer an abstract of title that, in the case of platted property, begins with the recording of the property's plat of subdivision, or with root of title, and that shows marketable record title to the premises vested in the Seller as of the date of this agreement between the parties hereto. Within a reasonable time after the execution of this agreement, such abstract, certified to a date subsequent to the date hereof, shall be submitted to the Buyer for examination. Buyer or Buyer's attorney shall either approve the title or point out specific objections. After all valid objections have been satisfied or provided for, Seller shall have no obligation to pay for further abstracting excepting any made necessary by Seller's own affairs.

8. COURT APPROVAL. If the property is an asset of any estate, trust, conservatorship, or receivership, this agreement shall be subject to Court approval, unless declared unnecessary by Buyer's attorney. If necessary, the appropriate fiduciary shall promptly proceed to a hearing for Court approval. In that event a Court Officer's Deed shall be used to convey title.

9. SURVEY. Buyer may, at Buyer's sole expense, prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the property or if any improvements located on the property encroaches on lands of others, the encroachment shall be treated as a title defect. If the survey is required under Iowa Code Chapter 354, Seller shall pay the cost thereof. (Chapter 354 applies only to land which has been divided using a mete and bounds description.)

10. REMEDIES OF THE PARTIES. If Buyer or Seller fails to timely fulfill the terms of this agreement, then the other party shall be entitled to utilize any and all remedies or actions at law or in equity which may be available to them (including but not limited to: forfeiture, foreclosure, termination, rescission, or specific performance) and the prevailing party shall further be entitled to obtain judgment for costs and attorney fees.

11. FOREIGN PERSONS STATUS. (FIRPTA – Foreign Investment in Real Property Tax Act) Seller is not a foreign person as defined in International Revenue Code Section 1445 and any related regulations. At closing, Buyer will have no duty to collect withhold taxes for Seller pursuant to the Foreign Investors Real Property Tax Act of 1980, as amended.

12. THIS IS A LEGALLY BINDING CONTRACT. This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property which are not expressly set forth herein. Any modification of this agreement must be in writing and signed and dated by all parties. TIME IS OF THE ESSENCE in the performance of each part of this agreement. If not understood, consult your attorney.

Buyer(s): 
02/14/23
11:46 AM CST
dotloop verified
(Initials)

Seller(s): 
02/15/23
3:55 PM CST
dotloop verified
(Initials)

98-102 Adopted by the Northeast Iowa Regional Board of REALTORS® Revised (03/2022)
Adopted by the Black Hawk County Bar Association 2022

Property Address: 514 Johnson St. Waterloo, IA 50702

13. ELECTRONIC SIGNATURES. In accordance with Iowa Code Ch. 554.D, all parties agree that this transaction can be conducted by electronic means. Signed and faxed/scanned electronic documents (i.e. pdf) or certified electronic signatures will be binding on all parties. Text messaging and traditional e-mails will not be binding as signatures.

14. NOTICE AND COUNTERPARTS. Any notice required under this agreement shall be deemed given when it is received in writing either by hand delivery, fax, return receipt requested mail, or electronic mail. Persons designated for receipt of any notice for the purpose of this agreement shall be the Seller and Buyer or their respective agents. A signed copy of this agreement, counteroffers, and all addendums or amendments to this agreement shall, taken together, constitute a single binding agreement.

15. ADDENDUMS ATTACHED TO THIS OFFER INCLUDE:

SPECIFIC PROPERTY AGENCY DISCLOSURE AGREEMENT
SELLER DISCLOSURE OF PROPERTY CONDITION
LEAD BASED PAINT DISCLOSURE
SEPTIC SYSTEM ADDENDUM

YES ☒			
YES ☐	NO ☐	NOT APPLICABLE ☐	EXEMPT ☒
YES ☐	NO ☒	NOT APPLICABLE ☐	
YES ☐	NO ☐	NOT APPLICABLE ☒	

16. ACCEPTANCE DATE. When accepted by the Seller, this agreement shall become a binding agreement for the sale of the above-described property. If this agreement is not accepted by the Seller on or before 02/16/2023 it shall become null and void and the earnest money shall be returned to the Buyer without liability on the part of either party.

17. SELLER HEREBY ☐ **ACCEPTS** ☒ **COUNTERS** ☐ **REJECTS** the above agreement on 02/15/2023

If Seller has made a counteroffer by changing and initiating any terms, the counteroffer shall become null and void unless accepted and initialed by Buyer on or before 02/15/2023

If Buyer has made a counteroffer by changing and initialing any terms, the counteroffer shall become null and void unless accepted and initialed by Seller on or before _____

Drew Israel Kabangu
dotloop verified
02/14/23 11:46 AM CST
ZX8Y-KQZK-LEAA-UDOM

BUYER

BUYER

ADDRESS

Chris Carter

SELLING LICENSEE

Amy Wienands Real Estate, EXP Realty

SELLING BROKERAGE COMPANY

Adrienne Miller
dotloop verified
02/15/23 3:55 PM CST
GVKF-ORLF-VZHN-PS43

SELLER

SELLER

ADDRESS

Amy Wienands

LISTING LICENSEE

Amy Wienands Real Estate, EXP Realty

LISTING BROKERAGE COMPANY

FINAL ACCEPTANCE DATE 02/15/2023

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Paul Huting, Director
Leisure Services Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving award of bid to PlayCore Wisconsin Inc., dba Gametime c/o Cunningham Recreation, of Fort Payne, Alabama, in the amount of \$100,000.00, and approving the purchase contract in conjunction with the FY2023 Edison Park Playground Equipment, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This purchase is part of a Community Development Block Grant to create a new park at the site of the former Edison School.

NEIGHBORHOOD IMPACT

This purchase meets the city's strategic plan goals for strategy 1.7: Seek ways to create a "live, learn, work and play" environment with amenities that attract and retain population in Waterloo and strategy 4.5: Maintain and develop community services and city facilities that support quality of place.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

Edison Park Neighborhood Association was part of the selection committee formed to make equipment selection.

SOURCE OF EXPENDITURES

Community Development Block Grant (CDBG) \$200,000.00

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Documents FY2023 Edison Park Playground Equipment.
2. Edison Playground Selection Committee Final Rankings
3. Cunningham Rec Option #2 Edison Park Scan
4. GameTime Quote FY23 Edison Park Playground

REQUEST FOR PROPOSAL FOR:

FY2023 EDISON PARK PLAYGROUND EQUIPMENT



City of Waterloo, Department of Leisure Services
Waterloo, Iowa

CONTACT PERSON:

Travis Nichols, Facilities/Project Manager
Waterloo Leisure Services
(319) 291-4370
Travis.nichols@waterloo-ia.org

THIS PURCHASE IS BEING MADE THROUGH A FEDERAL BLOCK GRANT. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). All bidders submitting proposals must have (UEI) Unique Entity ID or show proof of application for UEI through SAM.gov. All submittals without UEI or proof of application for UEI will be rejected during selection process. Selected bidder **MUST** have UEI to be awarded purchase agreement.

**CITY OF WATERLOO
LEISURE SERVICES COMMISSION
FY2023 EDISON PARK PLAYGROUND EQUIPMENT**

Waterloo Leisure Services is seeking proposals for PLAY EQUIPMENT as described in the enclosed specifications.

RECEIVING OF BIDS

Sealed proposals will be received at the Waterloo Leisure Services Office, 1101 Campbell Ave., Waterloo, Iowa 50701 with a bid deadline of Thursday, January 19, 2023 until 4:00pm for the FY2023 EDISON PARK PLAYGROUND EQUIPMENT as detailed in the specifications sheet included in this packet.

All proposals for the FY2023 EDISON PARK PLAYGROUND EQUIPMENT will be referred to Selection Committee for recommendation of award. Recommended proposal will be submitted to the Leisure Services Commission on February 14, 2023 for board approval. Approved proposal will then be placed on February 20, 2023 Council Agenda for final acceptance.

When submitting a bid, please note on the lower left hand corner of the envelope:

FY2023 EDISON PARK PLAYGROUND EQUIPMENT

All bids must meet or exceed the Specifications provided. Bids that do not meet or exceed the Specifications will be rejected.

All proposals are recognized by the City and the Bidder to be valid irrevocably for a minimum of ninety (90) days from the calendar date of the Bid Deadline.

The Bidder guarantees that the goods shall be delivered free from security interest or other lien or encumbrance.

The proposal given shall be the complete price for services and/or goods meeting specifications provided. This price shall include all discounts, freight and/ or transportation costs necessary to supply the equipment in accordance with the Specifications to the final destination at 1101 Campbell Avenue, Waterloo, Iowa.

All bids should include all requirements of the attached specifications sheets. The bidder is cautioned to review the specifications carefully and complete the bid proposal accordingly.

Questions may be addressed to contact person on proposal cover Monday-Friday 7am-4pm.

The City of Waterloo, Iowa, reserves the right to accept or reject any and all bids.

CITY OF WATERLOO LEISURE SERVICES COMMISSION

SPECIFICATIONS FOR FY2023 EDISON PARK PLAYGROUND EQUIPMENT

The Waterloo Leisure Services Commission is requesting proposals for design, supply of related equipment and installation oversight by manufacturer representative for Edison Park in Waterloo, Iowa. We are requesting Vendors and/or Manufacturers submit up to 3 designs valued at \$100,000 that meet the specifications listed below to Waterloo Leisure Services for review and submission to Selection Committee. The Selection Committee will consist of members from the Waterloo Leisure Services Commission, Leisure Services Staff and the Edison Neighborhood Association. The Selection Committee will score each submittal using attached score sheet to determine the top three designs and refer back to Leisure Services for final decision. Final decision will be based upon equipment availability timeline, warranty, and maintenance staff review.

THIS PURCHASE IS BEING MADE THROUGH A FEDERAL BLOCK GRANT. On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov). All bidders submitting proposals must have (UEI) Unique Entity ID or show proof of application for UEI through SAM.gov. All submittals without UEI or proof of application for UEI will be rejected during selection process. Selected bidder **MUST** have UEI to be awarded purchase agreement.

SPECIFICATIONS:

- Provide playground to include materials and manufacturer representative that is valued at \$100,000. All designs above or below that amount will be disqualified.
- Provide manufacturer representative trained in playground installation for oversight of installation by a minimum of four (4) Leisure Park Maintenance Staff and possible volunteers. Representative must be onsite for entire installation providing assistance and direction to staff and volunteers on proper installation. Staff and volunteers to work a maximum of 10 hours per day between 7am – 5pm, Monday through Friday. No weekends. Vendor/Manufacturer will need to determine total hours required for installation and provide total hours on supplied questionnaire form. Manufacturer representative is paid by bidder and cost should be included in \$100,000 proposal.
- Provide all materials including delivery needed to install equipment excluding concrete.
- Provide (2) installation instruction manuals and engineered drawings as needed
- Provide itemized warranty pertaining to all parts of designed play area
- Provide play system to include by not limited to:
 - Play area to create experiences for a wide range of users and abilities in same setting
 - Ages 2 to 12 appropriate (can be separated in design)

- Design can include systems and freestanding elements
 - Multi-bay swing to include inclusive elements. Anti-wrap hangers and clevis attachments on belt and tot seats
 - Structure to comply with current CPSC, ASTM, ADA AND IPEMA certifications, guidelines and requirements
- Maximum play area requiring safety surfacing not to exceed 4000 square feet. Overall width and length dimensions determined by design. Current area is flat with no elevation change.
- Design play system for use with engineered wood fiber safety surfacing. Safety surfacing will be provided by Leisure Services and is not part of bid proposal.
- Questionnaire form filled out for each design submittal.
- 3D renderings and overhead views of play area (minimum of one each) for selection committee review. If submitting multiple designs please label numerically each design.
 - These rendering and overhead views will be used to determine overall design score by selection committee. A list of highlights promoting your design is allowed to be submitted with your proposal but not required. Renderings and other display info can be mailed separately or hand delivered to Leisure Services prior to date of proposal opening.
- Provide Unique Entity ID # on bid form or send attachment showing application for UEI

**CITY OF WATERLOO, IOWA
WATERLOO LEISURE SERVICES COMMISSION**

BID FORM
For
FY2023 EDISON PARK PLAYGROUND EQUIPMENT

Bidder is providing proposal as specified with all options included with delivery to Leisure Services 1101 Campbell Ave, Waterloo, Iowa. We understand that this quotation, design drawings and questionnaire will be reviewed by the Leisure Services Commission, Leisure Services Staff, members of the Edison Neighborhood Association and the Waterloo City Council for the purpose of securing the specified play equipment.

BIDDER (COMPANY NAME):

ADDRESS:

CONTACT PERSON _____

PHONE: (_____) _____

UNIQUE ENTITY ID #: _____

TOTAL QUOTED PRICE:

_____ dollars (\$ _____)

BIDDERS SIGNATURE AND DATE

_____ / _____

**CITY OF WATERLOO, IOWA
WATERLOO LEISURE SERVICES COMMISSION**

**QUESTIONNAIRE
For
FY2023 EDISON PARK PLAYGROUND EQUIPMENT**

Bidder Name: _____ Design Number _____

What is address of closest manufacturer representative to our location?

What are total hours/days estimated for installation based on maximum of 10 hour days and a working crew of four?

_____ Hours/Days

What is current timeline for manufacturing and delivery from date of proposal acceptance?

Did you submit an itemized warranty list based on components of this design?

YES or NO

What is the user capacity of this design? _____

Do you have a Unique Entity ID number or have you applied for one?

YES or NO

Does your designed play area create experiences for a wide range of users and abilities in same setting?

YES or NO

EDISON PARK SELECTION COMMITTEE DESIGN RANKING RESULTS																					
	INDIVIDUAL COMMITTEE MEMBER SCORES																		AVG.	RANK	REV.MULT
DESIGN #2 CUNNIGHAM OPT 2	3	1	1	5	2	2	2	1	3	1	8	5	2	1	2	6	5	6	3.11	1	32
DESIGN #1 CUNNIGHAM OPT 1	2	5	7	1	6	4	1	4	2	4	2	2	3	3	3	3	3	4	3.28	2	28
DESIGN #3 CUNNINGHAM OPT 3	1	3	4	3	1	1	4	2	8	2	1	3	1	2	1	7	7	8	3.28	2	28
DESIGN #6 PARK PLANET OPT 1	5	4	5	2	4	7	3	3	6	6	3	1	4	4	5	4	8	1	4.17	4	20
DESIGN #7 PARK PLANET OPT 2	4	2	2	4	7	3	6	5	5	5	5	6	8	5	4	5	6	5	4.83	5	16
DESIGN #4 CROUCH OPT 1	6	8	3	6	5	8	7	7	1	3	7	4	7	8	6	1	2	7	5.33	6	12
DESIGN #5 CROUCH OPT 2	7	6	6	7	3	6	5	8	7	8	6	8	5	7	7	2	4	3	5.83	7	8
DESIGN #8 PARK PLANET OPT 3	8	7	8	8	8	5	8	6	4	7	4	7	6	6	8	8	1	2	6.17	8	4

SCORESHEET POINTS	REV. MULT.	PROX. PTS.	AVAIL. PTS.	TOTAL PTS.
DESIGN #2 CUNNIGHAM OPT 2	32	30	10	72
DESIGN #1 CUNNIGHAM OPT 1	28	30	10	68
DESIGN #3 CUNNINGHAM OPT 3	28	30	10	68
DESIGN #6 PARK PLANET OPT 1	20	30	15	65
DESIGN #7 PARK PLANET OPT 2	16	30	15	61
DESIGN #4 CROUCH OPT 1	12	30	20	62
DESIGN #5 CROUCH OPT 2	8	30	20	58
DESIGN #8 PARK PLANET OPT 3	4	30	15	49

TOP 3 RANKINGS	TOTAL PTS.
DESIGN #2 CUNNIGHAM OPT 2	72
DESIGN #1 CUNNIGHAM OPT 1	68
DESIGN #3 CUNNINGHAM OPT3	68
DESIGN #6 PARK PLANET OPT 1	65
DESIGN #4 CROUCH OPT 1	62
DESIGN #7 PARK PLANET OPT 2	61
DESIGN #5 CROUCH OPT 2	58
DESIGN #8 PARK PLANET OPT 3	49

FINAL DESIGN SELECTION
CUNNINGHAM RECREATION OPTION #2

Edison Park Playground Option 2, View 1

Design • Build • PLAY!



Edison Park Playground Option 2, View 2

Design • Build • PLAY!



Edison Park Playground Option 2, View 3

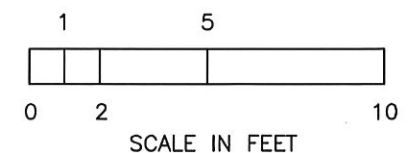
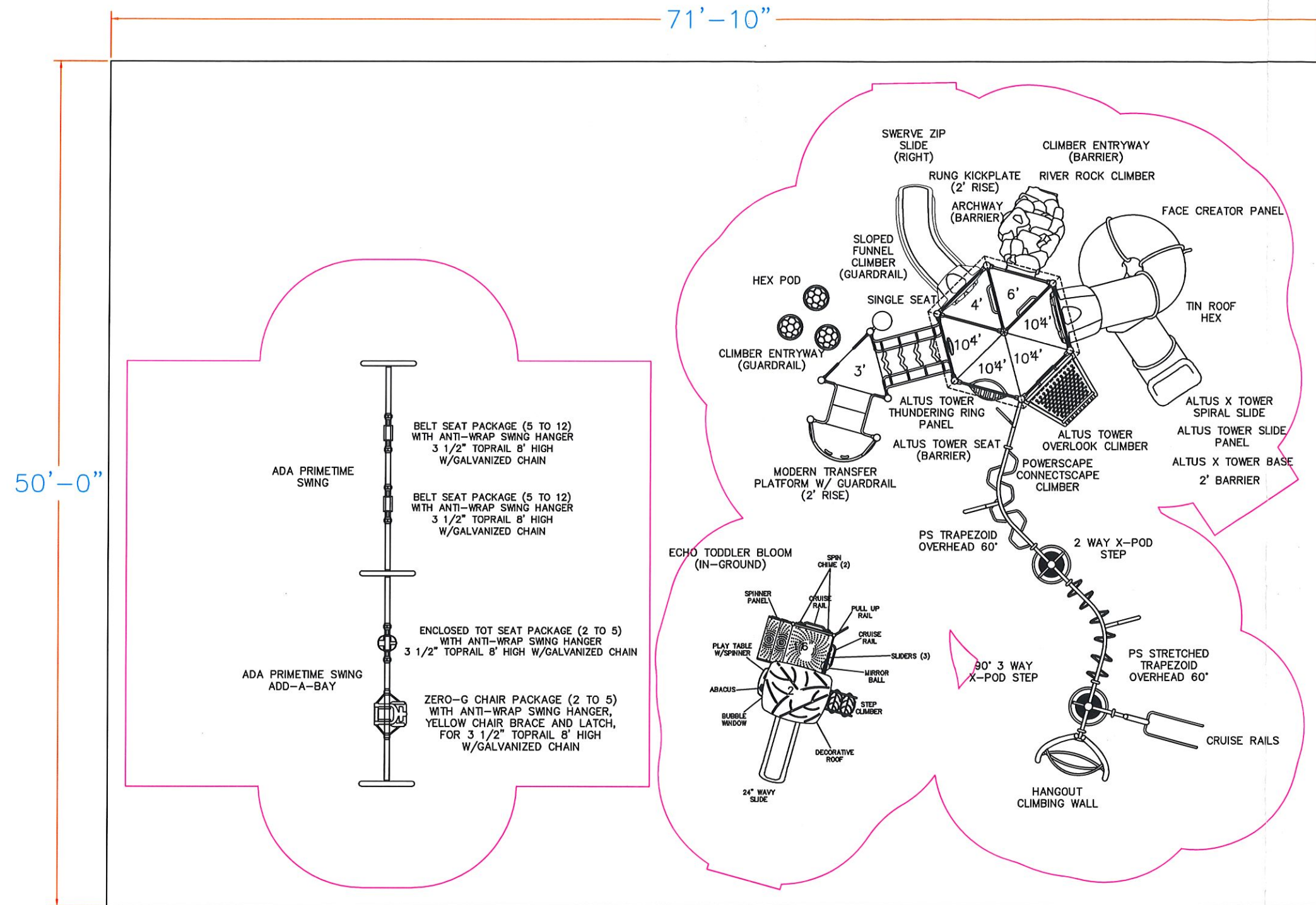
Design • Build • PLAY!



Edison Park Playground Option 2, View 4

Design • Build • PLAY!





GameTime

A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



City of Waterloo
Edison Park, Option 2
Waterloo, IA
Representative
Cunningham Recreation

This play equipment is recommended for children ages 2-5 and 5-12

Minimum Area Required:

Scale:
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
HS
Date:
12/28/2022
Drawing Name:
163792-01-02



PO Box 680121
Fort Payne, AL 3568

150 Playcore Drive SE
Fort Payne, AL 35967

01/20/2023
Quote #
163792-01-05

FY2023 - Edison Park Playground, Option 2 Revised

City of Waterloo - Waterloo Leisure Services
Attn: Travis Nichols
700 Magnolia Pkwy.
Waterloo, IA 50701
Phone: 319-291-4370
Fax: 319-291-4297
travis.nichols@waterloo-ia.org

Ship to Zip 50701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape 5-12 Modular Unit (per attached drawing) [Basic: _____] [Roto Plastic: _____] [Arch: _____] [Accent: _____] [Basic: _____] [Arch: _____] [Deck: Pvc: _____] [Accent 2: _____] [HDPE: _____] [Metal Roof: _____] [Uni Plastic: _____] [2 Color HDPE: _____]	\$89,056.00	\$89,056.00
		(1) 26057 -- 2 Way X-Pod Step		
		(1) 90335 -- Climber Offset Archway W/ Guardrail		
		(1) 26065 -- Hang Out Wall		
		(7) 26094 -- Triangular Shroud		
		(1) 26121 -- 90 Deg 3 Way X-Pod Step		
		(1) 26146 -- Cruise Rails		
		(1) 26165 -- 4'-0" Connectscape Climber		
		(1) 27074 -- Trapezoid Overhead Ladder - 60 degrees		
		(1) 27076 -- Stretched Trapezoid Overhead - 60 degr		
		(1) 5653RP -- 6' Extension w/Cap		
		(6) 5654RP -- 6' Extension w/out Cap		
		(1) 6049RP -- Altus X Tower Base		
		(1) 6051RP -- Altus Tower Thundering Panel		
		(1) 6052RP -- Altus Tower Seat Barrier		
		(1) 6056RP -- Altus X Tower Spiral Slide		
		(1) 153653 -- 49" Tube Section		
		(1) 153653 -- 49" Tube Section		
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange		
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange		
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange		
		(1) 160202 -- 24"St Sec 15 Deg Flange		
		(1) 203582 -- Tube Entrance Section		
		(1) 218855 -- 30" Exit Section		
		(1) 220108 -- FORMED FOOTBUCK 113 1/2" C/O		



PO Box 680121
Fort Payne, AL 3568

150 Playcore Drive SE
Fort Payne, AL 35967

01/20/2023
Quote #
163792-01-05

FY2023 - Edison Park Playground, Option 2 Revised

Quantity	Part #	Description	Unit Price	Amount
		(1) 220110 -- FORMED FOOTBUCK 113 3/4" C/O		
		(1) 220112 -- FORMED FOOTBUCK 73 3/4" C/O		
		(1) 220112 -- FORMED FOOTBUCK 73 3/4" C/O		
		(1) 220120 -- SLIDE GUARD PLATE 37 13/16" C/O		
		(1) 301503 -- 7010-SUPPORT ASSY 36 1/4"		
		(1) 6056HW -- HDW - ALTUS X TOWER SP SL		
		(1) X18007 -- FOOTBUCK SADDLE 15DEG		
		(1) X18009 -- FOOTBUCK SADDLE 30DEG		
		(1) 6065RP -- Altus Overlook		
		(1) 6070RP -- Altus Tower Slide Panel		
		(6) 80001 -- 49"Tri Punched Steel Deck		
		(1) 80206 -- Tin Roof Hex		
		(1) 80602 -- 2'-0"Entrance Barrier		
		(1) 81680 -- Single Seat		
		(1) 90019 -- Archway W/ Barrier		
		(2) 90266 -- 8' Upright, Alum		
		(1) 90267 -- 9' Upright, Alum		
		(1) 90369 -- River Rock Climber		
		(1) 90396 -- 2' Rung Kickplate		
		(1) 90403 -- Sloped Funnel Climber W/ Guardrail		
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 90766 -- Hex Pod		
		(1) 91208 -- Climber Entryway - Guardrail		
		(1) 91209 -- Climber Entryway - Barrier		
		(1) 91564 -- Face Creator Panel		
		(1) 91712 -- Modern Transfer w/Guardrail 2' Rise		
		(2) G90267 -- 9' Upright, Galv		
		(7) G90273 -- 15' Upright, Galv		
		(1) 178749 -- Owner's Kit		
1	EKB01I	GameTime - ECHO Toddler Bloom Inground	\$15,680.00	\$15,680.00
1	RDU	GameTime - PrimeTime Swings with Antiwrap Hangers - 2 Bay [Basic: _____] [Roto Plastic: _____]	\$6,227.88	\$6,227.88
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(2) 5020 -- 3 1/2" Antiwrap Belt Seat-Galv		
		(1) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(1) 5017 -- 3 1/2" Antiwrap Enclosed Tot-Galv		
		(1) 5011 -- 3 1/2" Antiwrap Zero-G (2-5)-Galv		



PO Box 680121
Fort Payne, AL 3568

150 Playcore Drive SE
Fort Payne, AL 35967

01/20/2023
Quote #
163792-01-05

FY2023 - Edison Park Playground, Option 2 Revised

Quantity	Part #	Description	Unit Price	Amount
2	INSTALL	MISC - Supervised Installation, per day- *Customer is responsible for providing all machinery, tools, concrete for footings, and volunteers necessary to complete the build. These details are laid out in the Supervised Installation instructions packet.	\$1,750.00	\$3,500.00
			Sub Total	\$114,463.88
			Discount	(\$21,946.57)
			Freight	\$7,482.69
			Total	\$100,000.00

Comments

*Materials only quotation. This pricing does not include any offloading or installation of equipment.

*Site must be clear, level and free of obstructions.

*Taxes may be applicable or tax exempt certificate will be required at time of purchase.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 12-14 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



PO Box 680121
Fort Payne, AL 3568
150 Playcore Drive SE
Fort Payne, AL 35967

01/20/2023
Quote #
163792-01-05

FY2023 - Edison Park Playground, Option 2 Revised

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): Quentin Hart Title: Mayor

Telephone: 319-291-4301 Fax: _____

P.O. Number: _____ Date: 2-8-2023

Purchase Amount: **\$100,000.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: Waterloo Leisure Services

Contact: Travis Nichols

Address: 1101 Campbell Ave

Address: _____

City, State: Waterloo, IA Zip: 50701

Tel: 319-291-4370 Fax: _____

E-mail: travis.nichols@waterloo-ia.org

SHIPPING INFORMATION:

Bill to: Waterloo Leisure Services

Contact: Travis Nichols

Address: 1101 Campbell Ave

Address: _____

City, State: Waterloo, IA Zip: 50701

Tel: 319-493-0452 Fax: _____

E-mail: travis.nichols@waterloo-ia.org



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Allison Richter

Board/Commission: Waterloo Leisure Services Commission Board

Expiration Date: March 1, 2024

New Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Richter Board of Commission Application



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED JAN 13 2023

Date: 01/12/2023

I, Allison Z. Richter, request to be appointed to (state preference):
(Name)

1. Waterloo Leisure Services Commission Board 2. _____

Home Phone: N/A Cell Phone: 8159800032 Work Phone: N/A

Email Address allisonzrichter@gmail.com

Home Address 506 Terrace Drive Zip Code 50702

Employer Univ. of Iowa/upon grad. Shuttleworth & Ingersoll (Waterloo office) Title Student&TA / Associate Attorney

Employer Address 21 E. Market Street, Iowa City, IA Zip Code 52242

How long have you resided in Waterloo? 2 yrs Email address: allisonzrichter@gmail.com

List current membership in organizations and offices held: Volunteer Assistant Coach - Waterloo West Girls Basketball; Peer Advisor - University of Iowa College of Law;

Contributing Editor - Iowa Law Review Journal

I am available for meetings: ☒ A.M. ☒ P.M. ☒ Noon ☒ Evenings

I am available to serve on a Board/Commission the entire year: ☒ Yes ☐ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: I have been dedicated to recreational activities since my youth and believe that public facilities allow for better accessibility for the community. My childhood was largely filled with playing sports, which began for me at local public facilities. I have continued my passion for sports in college by playing in recreational leagues and now help coach West Girls Basketball. My family has enjoyed the local public parks, trails, and facilities in Waterloo and I would like to contribute to maintaining and enhancing these resources.

Additional information and comments that may not be evident from information already on this form: I am a law student graduating in May 2023 from the University of Iowa College of Law. I commute from Waterloo, as my husband and I live here. I grew up in Rockford, IL, where my first job in high school was working at a free summer day camp through our local park district, hosted at various public parks, with children with disabilities.

References (include phone numbers): Tom Christensen - 319-429-2886

Dr. Anthony Pappas - 319-215-2294

A.J. Cassidy - 319-270-0059

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Allison Richter Digitally signed by Allison Richter
Date: 2023.01.12 21:59:41 -06'00'

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA
50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Tim Moses

Board/Commission: Waterloo Leisure Services Commission Board

Expiration Date: March 1, 2024

Re-Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Moses Board of Commission Application



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED OCT 06 2020

Date: 10/6

1. Tim Moses

(Name)

request to be appointed to (state preference):

1. Sports Plex Recreation Board

Home Phone: _____

Cell Phone: 319-830-9603

Work Phone: 319-433-2400

Email Address moses@waterlooschools.org

Home Address 4826 Winghaven Dr.

Zip Code 50701

Employer Waterloo Community Schools

Title Administrator/Athletic Director

Employer Address 214 High St.

Zip Code 50703

How long have you resided in Waterloo? 56 yrs Email address: _____

List current membership in organizations and offices held: East High Golf Committee

UNI Football Gridiron Club

Panther Scholarship Club

UNI Campaign Steering Committee

I am available for meetings: ☒ A.M. ☒ P.M. ☐ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ☒ Yes ☐ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

Community Member
Involvement in Athletics
Educational Background.

Additional information and comments that may not be evident from information already on this form: _____

I am committed to serving the
City of Waterloo, and would like to
work with others in making this city forward.

References (include phone numbers):

Mike Allen - 319-404-0417

Sheryl Annette 319-830-7404

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature

Tim Moses

Submit Application
Here

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA
50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 02/20/2020

Fulfills term vacated by Xavier Leonard; 1st partial term; exp. 3/1/23



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Tom Powers

Board/Commission: Waterloo Leisure Services Commission Board

Expiration Date: March 1, 2024

Re-Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Powers Board of Commission Application

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED FEB 05 2018

Date: 2-6-2018

I, Tom Powers, request to be appointed to (state preference):

(Name)

1. Leisure Service Board.

Home Phone: 319-234-4199 Cell Phone: 319 269-1553 Work Phone: 319-274-8491

Home Address 611 Campbell Zip Code 50701

Employer UGM Group Title Director of Gov Relations

Employer Address 1111 W San Martin Zip Code 50701

How long have you resided in Waterloo? 55 yrs Email address: Tom.Powers@ugm.com

List current membership in organizations and offices held:

NCART Board Member National Org. for CRT
UGM's Community Giving Board member
County Civil Service Board member

I am available for meetings: ☐ A.M. ☐ P.M. ☐ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ☐ Yes ☐ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

Former City Council member
Strong understanding of Leisure Service and user of
many activities.

Additional information and comments that may not be evident from information already on this form: _____

29 yrs. on Waterloo Fire Dept.
Understanding of City Budget.

References (include phone numbers): Todd Eagan 319-464-0415

Collin Brecher 319-830-5996

Dennis Odark 319-269-3209

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Tom Powers

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Steven Carignan

Board/Commission: Cultural and Arts Commission

Expiration Date: March 1, 2026

Re-appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Carignan Board of Commission Application

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12.14.16

I, Steven Carignan, request to be appointed to (state preference):
(Name)

1. Cultural and Arts Commission 2. _____

Home Phone: 319 961-8123 Cell Phone: 319 961-8123 Work Phone: 319 273-3665

Home Address 199 Hampshire Rd Zip Code 50701

Employer University of Northern Iowa Title Associate Dean

Employer Address UNI Cedar Falls IA Zip Code 50614

How long have you resided in Waterloo? 13 years

List current membership in organizations and offices held: Robbery - President, Iowa
Presidents Network - President, Waterloo / CE Ambassadors
Boy Scouts - Board, YMCA - Board, Choir UNI's
public Art committee

I am available for meetings: ☒ A.M. ☐ P.M. ☐ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ☒ Yes No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: 16 years
a local Arts leader, Fundraiser (\$ million so far), Arts
Admin professor, 30+ years in performing arts
field, Freelance cultural/academic consultant

Additional information and comments that may not be evident from information already on this form: _____
eager to build a stronger bridge between my
several communities

References (include phone numbers): Steve John Enrich (Dean UNI) 319 273
7725, John Vallentine School of Music 319 273-7320
Geoff Guiness - community leader 319 233 3346

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Appt 1/3/17 to 1st, Full, 3yr term exp. 12-31-19
Appt'd 12/16/19 to 2nd full 3-yr term, exp 12/31/22

Signature

Steven Carignan

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Darrell Taylor

Board/Commission: Waterloo Cultural and Arts Commission

Expiration Date: March 1, 2026

New Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Taylor Board of Commission Application



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

12/27/22
Rec'd
may

Date: 12/22/2022

I, Darrell Taylor, request to be appointed to (state preference):
(Name)

1. Waterloo Cultural & Arts Commission

2. _____

Home Phone: 319-331-2464 Cell Phone: 319-331-2464 Work Phone: _____

Email Address darrell.taylor@uni.edu

Home Address 421 Adams St. Zip Code 50703

Employer University of Northern Iowa Title Art Gallery Director (Emeritus)

Employer Address 1601 W. 27th St. Zip Code 50614

How long have you resided in Waterloo? 14 yrs Email address: darrellgreenman@aol.com

List current membership in organizations and offices held: Member, Iowa Museum Association;

Member, UNI Exhibitions and Permanent Art Collection Committee;

Member, Friends of the UNI Permanent Art Collection & Gallery (PAC&G) Board;

Member, UNI Public Art Committee.

I am available for meetings: ☒ A.M. ☒ P.M. ☒ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ☒ Yes ☐ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

I have served on arts and culture boards and committees associated with UNI and the Cec
began working as the university's art gallery director in 2001. I am well acquainted with the
Waterloo as well as in the state, and I fully support future efforts to maintain and grow the

Additional information and comments that may not be evident from information already on this form: _____

My background prior to my career as a museum professional includes extensive experience
and vocal arrangement) as well as theatre (acting and managing), performance art, and st

References (include phone numbers): David Schmitz - 515-238-3824

Cherie Sampson - 573-795-0505;

Sean Ulmer - 319-329-1136

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Darrell Taylor



**or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA
50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Nilvia Reyes Rodriquez

Board/Commission: Waterloo Cultural and Arts Commission

Expiration Date: March 1, 2026

New Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Reyes Rodriguez Board of Commission Application



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 01/09/2023

I, Nilvia Reyes Rodriguez, request to be appointed to (state preference):
(Name)

1. Waterloo Cultural & Arts Commission 2. _____

Home Phone: _____ Cell Phone: 641-229-1420 Work Phone: _____

Email Address nilviarr@gmail.com

Home Address 1111 Patton Ave. Waterloo Zip Code 50702

Employer Cedar Valley United Way Title Director of Community Impact & Engagment

Employer Address 425 Cedar St. Ste 300 Waterloo Zip Code 50701

How long have you resided in Waterloo? 10 yrs Email address: nilviarr@cvuw.org

List current membership in organizations and offices held: Fiesta Planning Committee, CFNEIA
Racial Equity Advisory Board, Waterloo Commission on Human Rights

I am available for meetings: ☐ A.M. ☐ P.M. ☒ Noon ☒ Evenings

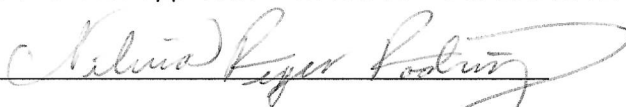
I am available to serve on a Board/Commission the entire year: ☒ Yes ☐ No If no, list months
not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: I am a
long-time resident of Waterloo with an interest in adding another perspective to the
Waterloo Cultural & Arts Commission.

Additional information and comments that may not be evident from information already on this form: _____

References (include phone numbers): Kent Shankle (319) 291-4490 ext 3448

I understand this application does not bind me to accept an appointment should it be offered, nor does it
guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate
training sessions. This application will remain valid and on file for one calendar year from above date.

Signature 

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA
50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Chris Bering

Board/Commission: Airport Board

Expiration Date: June 30, 2027

New Appointment

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bering Board of Commission Application



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 01/30/2023

I, Chris Bering, request to be appointed to (state preference):
(Name)

1. Airport Board 2. _____

Home Phone: (319) 989-2061 Cell Phone: (319) 610-6934 Work Phone: (319) 859-4055

Email Address BeringChristopherA@JohnDeere.com

Home Address 30102 130th St., Dike, IA Zip Code 50624

Employer John Deere Title Manager, Planter Engineering

Employer Address P.O. Box 8000, Waterloo, IA Zip Code 50704-8000

How long have you resided in Waterloo? 22 yrs Email address: See above

List current membership in organizations and offices held: _____

None

I am available for meetings: ☐ A.M. ☒ P.M. ☒ Noon ☒ Evenings

I am available to serve on a Board/Commission the entire year: ☒ Yes ☐ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

Personal interest in aviation - GA Pilot with plane hangered at Livingston

Experienced manager of people / projects

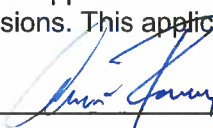
On Community Leadership team at John Deere

Additional information and comments that may not be evident from information already on this form: _____

References (include phone numbers): _____

Mindy Schmidt - (319) 292-7523

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature 

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA
50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Motion approving Change Order No. 3 with K & W Electric, Inc., of Cedar Falls, Iowa, for a net increase of \$4,000.00, in conjunction with FY2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. CO#03 1054 River Lights 2023.02.02

CHANGE ORDER

☒ Kevin Martin, K&W Electric
☒ Jamie Knutson, City of Waterloo
☐
☐

☐
☐
☐
☐

PROJECT: 4th Street Bridge Dam & Lighting**CO No.: 03****OWNER:** City of Waterloo, Contract 1054**DATE OF ISSUANCE:** 02/02/23

TO: Kevin Martin
K&W Electric, Inc.
1127 Lincoln Street
Cedar Falls, IA 50613

FROM:
RITLAND+KUIPER Landscape Architects
501 Sycamore Street, Mezzanine A
Waterloo, Iowa 50703

You are directed to make the following changes in this Contract:

1. Added cost for labor, equipment, and materials to create communication and control of RiverLoop Amphitheater lighting in coordination with lighting system on the 4th Street Pedestrian bridge. Includes installing the antenna outside, the controller inside, power to the controller, cabling between the antenna and the controller, and the DMX cabling, power supply, and control infrastructure. \$ 4,000.00

TOTAL ADD TO CONTRACT**\$ 4,000.00****Attachments:**

Not valid until signed by both the Owner and Architect.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract time.

The original Contract Sum was.....	\$749,772.30
Net change by previously authorized Change Orders.....	(\$57,000.00)
The Contract Sum prior to this Change Order was.....	\$692,422.30
The Contract Sum will be (increased) by this Change Order.....	\$4,000.00
The new Contract Sum including this Change Order will be	\$696,422.30
The Contract Time will be (extended)	(120) Days

RITLAND+KUIPER
Landscape Architects
ARCHITECT

K&W Electric, Inc.
CONTRACTOR

City of Waterloo
OWNER

Signature

Mark Kuiper, ASLA, LEED AP

Signature

Kevin Martin

Signature

Quentin Hart, Mayor



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Greg Ahlhelm, Building Official
Building Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Motion to approve recommendation of appointment of Scott Strader to the position of Chief Plumbing Inspector in the Building Inspections Department, effective February 21, 2023.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This position fills a vacancy due to retirement.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Job Description
2. Personnel Requisition Form

3. Personnel Requisition Questions

Submit resume by going to www.cityofwaterlooia.com clicking on Job Opportunities, reviewing the Chief Plumbing Inspector description and following directions to submit cover letter and resume. **We will not accept mailed, faxed, hand-delivered or directly emailed resumes.** Deadline to submit resume is Noon on Friday, December 30th, 2022.

**CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
PROMOTIONAL EXAMINATION**

**CHIEF PLUMBING INSPECTOR
BUILDING INSPECTIONS**

WAGE : \$32.98 per hour with \$1.00 increase after 6-month probation
FLSA : NON-EXEMPT
CIVIL SERVICE : INCLUDED
BARGAINING UNIT : CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177

GENERAL STATEMENT OF DUTIES

Skilled technical position, under the general direction of the Building Official responsible for performing onsite inspections of new and existing plumbing installations to secure compliance with City of Waterloo ordinances and regulations governing the installation, repair, and operation of plumbing equipment with the aptitude to be certified in mechanical, electrical, and building inspections. Investigates complaints regarding violations of the plumbing code and issues written or verbal orders for corrections of violations of City ordinances; works with the Plumbing Board in enforcement of applicable City ordinances; gives technical advice to other municipal inspectors.

EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)

These functions are considered essential for successful performance in this job classification.

GENERAL PLUMBING INSPECTION REQUIREMENTS

1. Examine plans and specifications for plumbing constructions alterations and repairs.
2. Inspects and tests new and existing plumbing installations which includes the following:
3. joints are tight
4. drains are properly trapped and vented
5. there are potable water supply lines
6. check for possible cross connections to prevent contamination
7. Inspect and test foundation drains and storm drains in residential, business, public, and private buildings for conformance with safety

standards, laws, and ordinances.

8. Checks on required work permits.
9. Makes sure plumbing work complies with ordinances.
10. Maintains relationships with others and makes recommendations on methods for improvement.
11. Assists the citizens and contractors in answering questions concerning the installations and repair of plumbing equipment and systems.
12. Investigates complaints regarding violations of the plumbing code.
13. Issues written or verbal orders for corrections of violations of City ordinances.

14. Works with the Plumbing Board in enforcement of City ordinances.
15. Assists with residential and commercial mechanical inspections (HVAC) as needed.
16. Keeps accurate records and work diagrams of existing and proposed plumbing projects. Keeps accurate record of sewer connections from the City main to the property line.

MISCELLANEOUS

1. Gives technical advice to other municipal inspectors.
2. Works independently and with others with minimum supervision.
3. Attends work regularly at the designated place and time.
4. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Maintenance Department safety rules and regulations.
5. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Comprehensive knowledge of standard practices, tools and terminology of the plumbing trade and plumbing theory.
2. Knowledge of pump and fluid controls, pneumatic and hydraulic systems.
3. Working knowledge of the City of Waterloo plumbing ordinance.
5. Ability to read and work from blueprints, plans and diagrams.
8. Ability to communicate effectively and maintain working relationships with outside contractors, other City employees, public officials and supervisors.
9. Ability to keep accurate and thorough records of work performed.

11. Ability to work from ladders, scaffolding, or man-lift up to forty (40) feet in the air.
13. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school diploma/equivalent.
2. Master plumber preferred with minimum two (2) years experience.

OR

3. Journeymen plumber with minimum ten (10) years experience supplemented by studies in plumbing shop work or other vocational school.
4. Must be certified in plumbing inspection through the International Code Council (ICC) within 120 days of employment; must be certified in residential combination inspection through ICC within one year of employment; must be certified in light commercial combination inspection within two years of employment. Failure to obtain these certifications may result in termination of employment.
4. Iowa Class C Driver's License and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary

action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks and to lift and carry various items weighing up to forty (40) pounds on a frequent basis and to lift up to one hundred (100) pounds with assistance on an occasional basis.
2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers in person, over the telephone or over a radio.
3. Sufficient color vision to identify indicator lights on electronic control panels and electrical wiring, sufficient depth perception, distance and peripheral vision to safely operate vehicles, sufficient hearing to understand verbal instructions, respond to questions from the public and to hear traffic in work areas.
4. Sufficient personal mobility that permits the employee to work in confined spaces and operate required equipment safely in all types of weather and to go to work sites all over town to perform required maintenance; able to stoop, kneel, reach, turn, crawl, climb, or crouch for an extended period of time in cramped or difficult to reach areas.

MISCELLANEOUS

1. Must wear personal protective equipment

such as safety shoes, safety glasses, safety vest, hearing protection, gloves and hardhat.

2. Must comply with the City of Waterloo Residency Policy for Critical Employees (must live within 10-mile radius of City Hall) within time period as determined by department head.
3. Must maintain a local telephone number where can be reached.
4. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position.
5. The City of Waterloo reserves the right to conduct a background investigation including education, employment and criminal history checks on any applicant being considered for this position.
6. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Generally 7:30 a.m. to 4:00 p.m. Monday through Friday with one ½ hour unpaid lunch. Will be required to respond to emergency calls on weekends, evenings and holidays, alternating with other department personnel. May be required to work considerable overtime when assigned to special projects or during weather or facility-based emergencies.

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an oral examination panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the oral examination. The top applicants, as ranked by their scores on the oral examination will be the individuals placed on the certified list. Applicants who

qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

ORAL EXAMINATION DATE

Qualified applicants who apply by the deadline date will be notified of the time, place and date of the examination.

[Click Here to Apply](#)

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

CHIEF PLUMBING INSPECTOR December 22

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

Position Title: CHIEF PLUMBING INSPECTOR Department: BUILDING

Reports To: BUILDING OFFICIAL Work Location: CITY HALL

Employment Status: ☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:

Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: _____
Non-bargaining Position: ☐ Yes ☐ No

Recommended Recruitment Sources:

☒ Internal Posting Only
☐ Internal Posting and External Advertising

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: BOB OSGOOD - CHIEF PLUMBING INSPECTOR
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 12-31-22 Date of final payout: _____

Anticipated start date: _____ No. of hours/week: 40 Work schedule: 7:30 a.m. - 4:00 p.m.

Justification of need for position:

What are the likely consequences if the position is not filled?

APPROVALS

Annual salary requirements: _____ Hourly Rate: 33.98 Benefits: _____
(Payroll taxes, pension, health ins. - assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

[Signature] 11-23-22
Submitting Department Head Date

[Signature] 12/9/22
Chief Financial Officer Date

[Signature]
Mayor Date

[Signature] 12/8/22
Human Resources Director Date

Human Resources Committee Chairperson Date

PERSONNEL REQUISITION

The following questions are provided as guidelines to assist you in developing your rationale for the position of Chief Plumbing Inspector in the Building Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

- (1) What are the key job responsibilities of this position?
Performs residential and commercial plumbing inspections as well as serving back up for the Chief Mechanical Inspector.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?
No. Each position is subject to specific training.
- (3) How is the work of this position being accomplished now?
By our current inspector who is scheduled to retire at the end of the year.
- (4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes.
- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
It is crucial to insure timely and efficient inspections are being performed for the City of Waterloo.
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
Filling this position allows the remaining inspectors to perform assigned duties and not be subject to working extra hours.
- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?
At this time we currently still have our plumbing inspector.

- (8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.
This position is responsible for performing an average of 1,200 plumbing inspections annually along with assisting with mechanical inspections that total on average 1,500 per year.
- (9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.
The city inspection process will suffer delays as other inspectors would have to help alleviate the burden. It is crucial to maintain a State of Iowa licensed Plumber to fill this position.
- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?
Our Chief Mechanical or Combination Inspector cover during an absence.
- (11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?
No.
- (12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?
It is necessary to have a licensed person perform these types of inspections.
- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council?
It provides a service to the residents and contractors in a timely and professional manner.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Exception to Burning Yard Waste Application by Waterloo Leisure Services to burn approximately 6 acres of prairie grasses and flowers located in the Katoski Greenbelt, north of the shelter off of W. Ridgeway Avenue between March 27, 2023 and May 31, 2023.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Exception to Burning Yard Waste Application by Waterloo Leisure Services to burn approximately 4 acres of prairie grasses located at Lloyd-Randall Park between March 27, 2023 and May 31, 2023.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Complete Streets minutes of November 29, 2022.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Minutes Complete Streets 11.29.22

**Minutes of The
City of Waterloo Complete Streets Advisory Committee Meeting
November 29, 2022**

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm November 29, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, John Dornoff, Sandi Greco, David Sturch, Jessica Rucker, Kyle Durant, Wayne Castle, and Aric Schroeder.

Members absent were: Paul Huting, Oumie Ceesay, Matt Schindel, Ray Feuss, and Greg Young.

Other attendees: Michelle Sweeney, Doug Schindel, and Mark Durbhan – AECOM, Aldina Dautovic – INRCOG, Kathryn Gilbery, Health Department, Mike Knapp, Frank Darrah, and Dwight Diercks.

It was moved by Castle and seconded by Rucker to approve the minutes of the September 27, 2022 meeting. Motion carried unanimously.

Agenda Items:

1. Bikability Report

- Durant presented the bike-ability report.
- The report was done by Wellmark.
- Cass asked if they looked at MPO Masterplan, to which Durant said no.
- There is a need for an East/West connection on the north side of Waterloo, as there are north-south connections.
- Discussion of extending the Martin Luther King Jr. trail to the Park Avenue bike lanes but Waterloo Public Schools is opposed to bike lanes along Vine Street in front of the school.
- However, the safety of students biking should also be considered by the district.
- Not only should you look at safe routes to schools but also safe routes to parks.
- Discussion of bike lane on East 4th street to connect Gates Park.
- INRCOG keeps track of wayfinding signs but not the markers along the Cedar Valley trail.
- It was noted that Principal Financial Group funded the original wayfinding signs, then it was the city's responsibility to maintain them.
- Need to look at alternative routes to get around East High School.
- Current bike education only covers elementary schools but should expand to high schools.
- Should survey high school students on who bikes currently and who would be interested.
- Need to come up with policy recommendations.

2. Parklets

- INRCOG helped out with the handout.
- The handout is designed to explain what Parklets are and their requirements.
- Rucker went over the City Council presentation.
- Fees will be set by City Council resolution.
- No fee to submit confirmation of eligibility.
- Only expect 2 or 3 for the coming year between April 1st and October 31st, 2023.
- Ordinance establishing Parklets and updating outdoor seating will be required along with a resolution for the fees.

Complete Streets Advisory Committee Minutes

November 29, 2022

3. Upcoming Planning Commission Agenda Review

- Schroeder went over the P&Z agenda.
- Discussion on potential amendments for Zoning Ordinance and/or Subdivision Ordinance to look at requiring pedestrian connections to buildings from streets through parking lots.

4. Other Projects

- 4th/5th/6th Street project will be on agenda for January.
- A RISE grant was approved for the La Porte Road project.
- The Jefferson/Commercial project is done.
- Paving next week on the Sergeant Road trail with the main work done next week.

5. Acknowledgement of Completion of Service of Committee Member Wayne Castle.

- Wayne Castle, who has been with the committee since the committee was officially created, was recognized for his service to the committee.

Discussion Items:

- No discussion items.

Adjournment

Cass adjourned the meeting at 3:32 p.m.

Respectfully submitted,



Aric Schroeder
City Planner



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Board of Adjustment minutes of November 22, 2022.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. November 22 2022

**CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. NOVEMBER 22, 2022**

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Chairperson Condon at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jerri Thornsberry, Craig Holdiman, Carole Gustafson, and Brad Condon.

Members present electronically were: None.

Members absent were: John Beckman.

Others present were: Lexi Blank, Aric Schroeder & Seth Hyberger – Planning Department; Paul Huting – Leisure Services and 4 citizens.

Others present electronically were: Dave Boesen – City Council Liaison; and John Dornoff – Planning Department.

I. Approval of the Agenda

It was moved by Holdiman and seconded by Gustafson to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on October 25, 2022.

It was moved by Holdiman, seconded by Gustafson, to approve the minutes of the October 25, 2022 meeting. Motion carried unanimously.

III. Decision Items

1. Request by Glen Martin III for variance to the attached accessory structure size limit to allow for 2,716 square feet of attached accessory structure 1,004 square feet more than the 1,712 square feet of attached accessory structures allowed and a 2-year temporary variance to the accessory structure size limit to allow for the demolition of the existing house, allowing for 2,716 square feet of attached accessory structure, 2,140 square feet more than the 576 square feet of attached accessory structures allowed in the “R-2” One and Two Family Residence District located at 2020 Avon Avenue.

Blank read the staff report recommending approval of the request.

Holdiman asked if they needed to put a timeline on when the new house needs to be completed and how big he builds it to which Schroeder responded that the change in the staff report was changing the two-year variance to have the clock start when they demolished the existing home until they start on the new home. Schroeder also stated that the size does not matter however if it is not big enough then they would have to come back to the commission for another variance.

Condon asked the difference between this request and most of them that have come before the Board and was it the fact that the structure will be attached to which Schroeder stated yes and explained the difference in regulations between detached and attached accessory structures.

Condon questioned the need for the two-year variance and has concerns that a lot can happen in the next two years in which the new building is built, the house is demolished but then he is unable to build the new one then they will be back before the Board for another variance.

Thornsberry noted that in the staff report it stated that most lots in the area are about 2 acres in size and asked if this lot was to which Blank responded it was.

Holdiman noted he drove by the property and noted that the homes are far apart.

Glen Martin, 2020 Avon Avenue stated in response to a question from Condon that the detached garage will be demolished when the new attached garage is built.

Condon asked Martin his thoughts on the temporary variance and how big of a house did the applicant plan to build to which Martin stated it does not matter to him but there are problems with the foundation and siding on the existing house that is why the plan is to build the shop building first with the living quarters so the existing house can be demolished and replaced, which will be about 400 to 500 square feet bigger than the existing house.

Condon asked if he would consider tearing down the house and never rebuilding to which Martin stated no.

Condon asked Schroeder his opinion of not requiring the two year variance to which Schroeder stated that if the Board is comfortable with the decision that it is a little outside the norm but does not see a huge concern and it is a unique situation.

It was moved by Thornsberry, seconded by Holdiman, to approve the request by Glen Martin III for variance to the attached accessory structure size limit to allow for 2,716 square feet of attached accessory structure, 2,140 square feet more than the 576 square feet of attached accessory structures allowed in the “R-2” One and Two Family Residence District located at 2020 Avon Avenue.. Motion carried unanimously.

2. Request by Adam Kane (Advanced Heat Treat Corp) for a variance to the rear yard setback requirements to allow for a 5-foot rear setback, 5 feet less than the 10 feet required, in the “M-1” Light Industrial District located at 2839 Burton Avenue.

Hyberger read the staff report recommending approval of the request.

There were no comments on this request.

It was moved by Holdiman, seconded by Thornsberry, to approve the request by Adam Kane (Advanced Heat Treat Corp) for a variance to the rear yard setback requirements to allow for a 5-foot rear setback, 5 feet less than the 10 feet required, in the “M-1” Light Industrial District located at 2839 Burton Avenue. Motion carried unanimously.

3. Request by Ritland/Kuiper Landscaping on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Gates Park located in the “A-1” Agricultural District, “M-2” Heavy Industrial District and “R-2” One and Two Family Residence District located at and adjacent to 620 East Donald Street.

Dornoff read the staff report recommending approval of the request.

Thornsberry asked how long since Chamberlain has been cleaned up to which Schroeder responded that the clean up was a lengthy process to get the environmental hazard clean up done to its current level. There are still monitoring wells but has received a no further action required from the Environmental Protection Agency.

Paul Huting, Leisure Services Director stated that Leisure Services continues to work with the EPA and the company that has taken over the assets of Chamberlain and has negotiated with the city to clean up and will not open to the public until every precaution is taken. The current mandate is not to dig below 18 inches however the plan is to actually fill in the area with dirt as the current Gates Pool is on a hill that will be removed and the dirt used to for the Chamberlain site and should make it significantly safer.

Thornsberry asked if the flood wall will be impacted and when completed is it near where the mounds will be to which Huting responded it will not affect the flood wall and the plan is to have the Gates Park Pool demolished this fall and construction will begin in spring; the Brynes pool will stay open for next summer but the season might have to be cut short and will be hopefully ready by the summer of 2024.

It was moved by Gustafson, seconded by Thornsberry, to approve the request of Ritland/Kuiper Landscaping on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Gates Park located in the “A-1” Agricultural District, “M-2” Heavy Industrial District and “R-2” One and Two Family Residence District located at and adjacent to 620 East Donald Street. Motion carried unanimously.

4. Request by Invision Architecture on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Byrnes Park located in the “R-1” One and Two Family Residence District located at 801 Campbell Avenue.

Dornoff read the staff report recommending approval of the request.

Hutting noted he was available to answer questions.

There were no other comments on this request.

It was moved by Thornsberry, seconded by Holdiman, to approve the request of Invision Architecture on behalf of the City of Waterloo Leisure Services for a Special Permit for the construction of new recreation facilities at Byrnes Park located in the “R-1” One and Two Family Residence District located at 801 Campbell Avenue. Motion carried unanimously.

5. Request by Thawng Lian for a Special Permit to allow for a religious institution in the “R-4” Multiple Residence District at 1115 West 4th Avenue.

Hyberger read the staff report recommending approval of the request.

Condon asked if the building is fully vacant to which Hyberger stated it was.

Thawng Lian, 1115 West 4th Street, was asked by Condon if he had come to the Board before for another property on 5th Street to which the applicant said he may use that building in the future.

City of Waterloo Board of Adjustment

November 22, 2022

Condon asked if this Special Permit only applies to this one particular use to this one particular group to which Schroeder responded that a Special Permit applies to the use on the property and stays with the property so it could be used by another church or religious institution.

It was moved by Thornsberry, seconded by Holdiman, to approve the request of Thawng Lian for a Special Permit to allow for a religious institution in the “R-4” Multiple Residence District at 1115 West 4th Avenue. Motion carried unanimously.

IV. Discussion

Discussion on canceling the December 27, 2022 Board of Adjustment meeting.

It was moved by Thornsberry, seconded by Gustafson, to cancel the December 27, 2022 Board of Adjustment Meeting. Motion carried unanimously.

V. Election of Chairperson and Vice Chairperson for the period ending on December 31, 2023.

It was moved by Holdiman, seconded by Gustafson, to nominate Brad Condon as Chairperson and Jeri Thornsberry as Vice-Chairperson for the period ending on December 31, 2023. Motion carried unanimously.

VI. Adjournment

It was moved by Holdiman, seconded by Gustafson, to adjourn the meeting at 4:57 p.m. Motion carried unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Dornoff', written in a cursive style.

John Dornoff,
Planner II



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Liquor Licenses

- a. BP Fuel, 127 Jefferson Street, Class B Native Wine/C Beer/E Liquor w/Sunday Sales, Renewal - Expiration 5/29/2023
- b. The Broken Record, 315 W. 4th Street, Class C Alcohol w/Outdoor Service and Sunday Sales, Renewal - Expiration 1/20/2024
- c. Doughy Joeys Peetza Joynt, 300 W. 4th Street, Class C Alcohol W/Outdoor Service and Sunday Sales, Renewal - Expiration 2/7/2024
- d. Elitte Cafe' Bar, 1108 Jefferson Street, Class C Alcohol w/Sunday Sales, Renewal - Expiration 2/27/2024
- e. Laid Back Social Club, 501 Independence Avenue, Class C Alcohol w/Sunday Sales, New - Expiration 1/15/2024

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Cigarette/Tobacco Permit New Application for Elite Mobile, 2060 Crossroads Blvd.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Manager
Finance Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

FY24 Budget Maximum Property Tax Levy.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This hearing began to be required under Iowa Code Section 384.15A to notify the public of the maximum amount of property tax dollars the City is considering requesting for certain levies for the budget year ending June 30, 2024. This level of collections of \$42,260,443 exceeds the prior year's collections by \$5,091,360, or 13.69%. A resolution approving the maximum property tax dollars must be approved prior to holding a second hearing approving the full budget. Because the total collections would increase by more than 2%, this requires a supermajority of 2/3 votes of the council (5 positive votes).

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

According to the State Department of Management, if the budget isn't certified by March 31, 2023, the state would set the city's property taxes at the same amount of property tax dollars as were certified for the current year. There would likely also be an audit finding regarding noncompliance with state law regarding budget deadlines.

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Maxium Published Levy Hearing Notice FY24 updated
2. Resolution for Max Levy Hearing

NOTICE OF PUBLIC HEARING - CITY OF WATERLOO - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2023 - June 30, 2024

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/20/2023 **Meeting Time:** 05:30 PM **Meeting Location:** City Hall Council Chambers 715 Mulberry Street Waterloo, IA 50703

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
<https://www.cityofwaterlooia.com/>

City Telephone Number
 (319) 291-4323

	Current Year Certified Property Tax 2022 - 2023	Budget Year Effective Property Tax 2023 - 2024	Budget Year Proposed Maximum Property Tax 2023 - 2024	Annual % CHG
Regular Taxable Valuation	2,389,932,778	2,372,539,181	2,372,539,181	
Tax Levies:				
Regular General	19,358,456	19,358,456	19,217,579	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	1,462,588	1,462,588	1,581,935	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	1,707,249	1,707,249	2,277,772	
Support of Local Emer. Mgmt. Commission	79,545	79,545	111,724	
Emergency	645,282	645,282	640,586	
Police & Fire Retirement	4,658,352	4,658,352	4,741,702	
FICA & IPERS	2,178,526	2,178,526	2,378,549	
Other Employee Benefits	7,079,085	7,079,085	11,310,596	
Total Tax Levy	37,169,083	37,169,083	42,260,443	13.69
Tax Rate	15.55236	15.66637	17.81233	

Explanation of significant increases in the budget:

Increased personnel costs: \$1,159,364 Increases in Commodities/Contractual costs, including EMA support, ambulance service fees, workers compensation insurance, liability insurance and MET: \$1,164,870 Less Increases in revenue, including interest, ambulance revenue, grant funds, etc. \$1,607,032 and less use of general fund balance: \$1,116,505.

If applicable, the above notice also available online at:

https://www.cityofwaterlooia.com/government/finance/2024_fye_budget_materials.php

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, 319-291-4323.

RESOLUTION NO. 2023-XX

RESOLUTION APPROVING THE MAXIMUM PROPERTY TAX ASKINGS AS DEFINED UNDER IOWA CODE SECTION 384.15A IN THE AMOUNT OF \$42,260,443, AN INCREASE IN APPLICABLE COLLECTIONS OF \$5,091,360, OR 13.69% FOR THE BUDGET YEAR ENDING JUNE 30, 2024.

WHEREAS, the City Council of the City of Waterloo, Iowa has considered the proposed FY 2024 city maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed city maximum property tax dollars was published in the Waterloo Courier February 8, 2023, and posted on the city web site and social media account, as required by law, and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on February 20, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the maximum property tax dollars for the affected tax levies for FY 2024 shall not exceed the following total:

Total maximum levy for affected property tax levies - \$42,260,443.00.

The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY 2024 represents an increase in total collections \$5,091,360.00, or 13.69%, of the Maximum Property Tax dollars requested for the year ending June 30, 2024. The roll was called and the vote was,

AYES:

NAYS:

PASSED AND ADOPTED this ____ day of February 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

SEAL





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Request by Friends of Faith Retirement Homes, Inc., (Friendship Village), to vacate and terminate an existing sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Request by Friends of Faith Retirement Homes, Inc., (Friendship Village), to vacate and terminate an existing sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.

The area in question has been zoned "R-4, R-P" Planned Residence District since the adoption of Ordinance 5446 on April 6, 2018, when it was rezoned from "R-3" Multiple Residence District. Surrounding land uses and their zoning designations are as follows:

North – Apartment buildings and single-family homes, zoned "R-2, C-Z" Conditional Zoning Residential District and "R-2" One and Two Family Residence District.

South – Office buildings and E San Marnan Drive, zoned "R-4" Multiple Residence District.

East – Long-term Care, apartments, and single-family homes zoned "R-3" Multiple Residence District "R-4, R-P" Planned Residence District, and "R-2" One and Two Family Residence District.

West – Apartments and single-family homes, zoned "R-3 Multiple Residence District" "R-4, R-P" Planned Residence District, and R-2 One and Two Family Residence District.

The utility easement being vacated currently contains an 18-inch sewer main which will be abandoned. A new 18-inch sanitary sewer main will be placed within the newly dedicated sanitary sewer easement.

The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 10, 2023.

Therefore, staff recommends that the request by Friends of Faith Retirement Homes, Inc., (Friendship Village), to vacate and terminate an existing sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. That the existing 18-inch sewer line main is abandoned and a new 18-inch sanitary sewer main is placed and relocated to the newly dedicated sanitary sewer easement area which will serve the Friends of Faith Retirement Homes, Inc.

NEIGHBORHOOD IMPACT

The request to vacate and terminate an existing sanitary sewer easement would not appear to have a negative impact on the surrounding area, and would not appear to have a negative impact on vehicular or pedestrian traffic conditions in the area. The proposed request would not appear to have a negative impact on drainage in the area.

A portion of the area dedicated to the new sanitary sewer easement is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0303F, dated July 18, 2011.

There is an 8-inch Sanitary Sewer underneath and 4-inch drain tile along Park Lane, a 10-inch Sewer Main underneath W 9th Street, and an 18-inch Sanitary Sewer line that serves the Friends of Faith Retirement Home Facility which is being abandoned and relocated within a new 50-foot sanitary sewer easement to the south of the vacated area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Sanitary Sewer Easement Vacate
Easement Description

An easement for the construction and maintenance of a sanitary sewer easement over and across a tract of land 60 feet in width lying 30 feet on each side and extending along a line described as follows:

Commencing at a point on an extension of the center line of Park Lane, said point being 845.77 feet Southeasterly of the East line of Southhaven Addition in the City of Waterloo, Black Hawk County, Iowa; thence Southwesterly a distance of 1052.4 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of Section 3, Township 88, Range 13 West of the 5th P.M., said point being 240 feet South of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 3; thence continuing along an extension of the previous course a distance of 261.75 feet; thence Westerly along a curve tangent to the last described course, concave Northwesterly and

having a radius of 740.96 feet a distance of 200.00 feet

Granted to the City of Waterloo, Iowa, by Helen Bond, Fern McClannahan, and Jessie B. King, dated November 13, 1961, and recorded with the Black Hawk County, Iowa Recorder on November 24, 1961, in Misc. Book 136, Page 597.

Said sanitary sewer easement was amended by City of Waterloo Ordinance Number 2592, adopted April 10, 1972, and recorded with the Black Hawk County, Iowa Recorder on April 12, 1972, in Misc. Book 199, Page 491, and described as follows:

A portion of the easement of record for the 18" sanitary sewer line between Brookeridge Drive and Park Lane along the northwesterly side of the center line of the said sanitary sewer line from the north line of lot 23, Brookeridge Addition to Park Lane, except the adjacent 8' therefor on the northwesterly side of the centerline, and vacated from the north line of the south 1/ 2 Section 3, Township 88 North, Range 13 West of the 5th P.M. to Park Lane, except the adjacent 12 feet thereof on the southeasterly side of the center line of said sanitary sewer line.

ATTACHMENTS

1. Termination of Sewer Easement Agmt 02-07-23
2. City Council Packet
3. 1961 Easement
4. 1961 Easement Drawing
5. 1972 Ordinance

TERMINATION OF EASEMENT AGREEMENT

THIS TERMINATION OF EASEMENT AGREEMENT (hereinafter, this "*Agreement*") is made and entered into as of _____, 2022 by and between **Friends of Faith Retirement Homes, Inc.**, an Iowa nonprofit corporation (hereinafter, the "*Owner*"), and the **City of Waterloo, Iowa**, an Iowa municipal corporation (hereinafter, the "*City*").

WHEREAS, Owner is the owner of real estate legally described on attached **Exhibit A** (hereinafter, the "*Owner's Property*");

WHEREAS, pursuant to that certain Easement dated November 13, 1961 and recorded with the Black Hawk County, Iowa Recorder on November 24, 1961, in **Book 136 Misc, Page 597**, as amended from time to time (hereinafter, the "*Sewer Easement*"), an easement was granted over a portion of the Owner's Property to the City for construction and maintenance of a sewer over and across a tract of land 60 feet in width lying 30 feet on each side and extending along a line described as:

Commencing at a point on an extension of the center line of Park Lane, said point being 845.77 feet Southeasterly of the East line of Southhaven Addition in the City of Waterloo, Black Hawk County, Iowa; thence Southwesterly a distance of 1052.4 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of Section 3, Township 88, Range 13 West of the 5th P.M., said point being 240 feet South of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 3; thence continuing along an extension of the previous course a distance of 261.75 feet; thence Westerly along a curve tangent to the last described course, concave Northwesterly and having a radius of 740.96 feet a distance of 200.00 feet; and

Said sanitary sewer easement was amended by City of Waterloo Ordinance Number 2592, adopted April 10, 1972, and recorded with the Black Hawk County, Iowa Recorder on April 12, 1972, in Misc. Book 199, Page 491, and described as follows:

A portion of the easement of record for the 18" sanitary sewer line between Brookeridge Drive and Park Lane along the northwesterly side of the center line of the said sanitary sewer line from the north line of lot 23, Brookeridge Addition to Park Lane, except the adjacent 8' therefor on the northwesterly side of the centerline, and vacated from the north line of the south 1/ 2 Section 3, Township 88 North, Range 13 West of the 5th P.M. to Park Lane, except the adjacent 12 feet thereof on the southeasterly side of the center line of said sanitary sewer line.

WHEREAS, the parties wish to terminate the Sewer Easement.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual representations, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference.
2. Termination. The City, as the dominant owner of the Sewer Easement, hereby agrees to terminate the Sewer Easement as of the Effective Date.
3. Miscellaneous. The provisions of this Agreement hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto; shall be deemed to apply to and run with the land and with the title to the land; and shall be recorded in the Black Hawk County Recorder's Office.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first set forth above.

CITY
City of Waterloo, Iowa

By: _____
As: _____

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss:

 This instrument was acknowledged before me on _____, 2022, by
_____, as _____ of the City of Waterloo,
Iowa.

Notary Public

OWNER

Friends of Faith Retirement Homes, Inc.

By: Brad Morris

Its: Chair

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss:

This instrument was acknowledged before me on _____, 2022 by Brad Morris, as
Chair of Friends of Faith Retirement Homes, Inc.

Notary Public

EXHIBIT A

Tracts A and B, Southbrooke in the City of Waterloo, Black Hawk County, Iowa, and Lots 22, 23, 24, 25 and 26, Brookeridge in the City of Waterloo, Black Hawk County, Iowa, and that part of the Southwest Quarter of Section 3, Township 88 North, Range 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, all lying within the following described tract:

Beginning at the Southeast corner of Lot 151, "Southaven First Addition" to the City of Waterloo, Black Hawk County, Iowa; thence North 00°00'00" East along the East line of said Southaven First Addition and the East line of "Southaven Addition" Waterloo, Black Hawk County, Iowa, 949.03 feet to the Southwesterly R-O-W line of Park Lane; thence South 57°43'00" East along said Southwesterly R-O-W line of Park Lane; 1131.62 feet to the Northwesterly R-O-W line of West Ninth Street; thence South 40°10'00" West along said Northwesterly R-O-W line of West Ninth Street, 155.85 feet; thence Southwesterly along said Northwesterly R-O-W line of West Ninth Street, being a tangent curve concave Southeasterly and having a radius of 450.08 feet, an arc distance of 315.66 feet; thence South 00°01'00" East along the Westerly R-O-W line of West Ninth Street, 154.11 feet to the Southeast corner of Lot 22, Brookridge in the City of Waterloo, Black Hawk County, Iowa; thence South 89°31'11" West along the South line of said Lot 22, 200.00 feet to a point on the East line of Tract A, Southbrooke in the City of Waterloo, Black Hawk County, Iowa; thence South 00°01'00" East along the East line of said Tract A, 600.00 feet to the Southeast corner of said Tract A and the Northerly R-O-W line of Southbrook Drive; thence South 89°31'11" West along said Northerly R-O-W line of Southbrook Drive, 270.00 feet to the Southwesterly line of Tract B, Southbrooke; thence North 48°40'57" West along said Southwesterly line of Tract B, 570.95 feet to the Southeasterly R-O-W line of Brookeridge Drive; thence North 42°39'00" East along said Southeasterly R-O-W line of Brookeridge Drive, 242.00 feet to the Northeasterly R-O-W line of Fairlane Avenue, 65.62 feet; thence Northwesterly along said Northeasterly R-O-W line of Fairlane Avenue, being a tangent curve concave Northeasterly and having a radius of 300.71 feet, an arc distance of 248.51 feet; thence North 00°00'00" East along the Easterly R-O-W line of Fairlane Avenue, 0.97 feet to the Southwest corner of said Lot 151, Southaven First Addition; thence North 89°33'00" East along the South line of said Lot 151, 130.00 feet to the point of beginning, and also

Beginning at the Northwest corner of Lot 1, Brookeridge in the City of Waterloo, Black Hawk County, Iowa; thence North 89°31'11" East along the North line of said Lot 1, 193.01 feet to the Northeast corner of said Lot 1; thence North 00°01'00" West, 290.08 feet to the Southwesterly R-O-W line of Park Lane; thence North 57°43'00" West along said Southwesterly R-O-W line of Park Lane, 5.44 feet to the Southeasterly R-O-W line of West Ninth Street; thence South 40°10'00" West along said Southeasterly R-O-W line of West Ninth Street, 166.93 feet; thence Southwesterly along said Southeasterly R-O-W line of West Ninth Street, being a tangent curve concave Southeasterly and having a radius of 370.08 feet, an arc distance of 187.52 feet to the point of beginning.

The East line of "Southaven First Addition" to the City of Waterloo, Black Hawk County, Iowa is assume to bear North 00°00'00" East and the North line of Lot 1, Brookeridge in the City of Waterloo, Black Hawk County, Iowa is assumed to bear North 89°31'11" East.

REQUEST:	Request by Friends of Faith Retirement Homes, Inc. (Friendship Village), to vacate, dedicate, and relocate a 50' sanitary sewer easement, and request for an encroachment agreement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.
APPLICANT(S):	Brad Morris on behalf of Friends of Faith Retirement Homes, Inc., 600 Park Lane, Waterloo 50702.
GENERAL DESCRIPTION:	The applicant is requesting to vacate an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement and request an encroachment agreement over the new easement.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to vacate an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement, and requesting an encroachment agreement over the new easement for a future pool would not appear to have a negative impact upon the surrounding area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request to vacate an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement and requesting an encroachment agreement over the new easement would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There is currently no trails in the area. There is a sidewalk along both sides of Park Lane.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned "R-4, R-P" Planned Residence District since the adoption of Ordinance 5446 on April 6, 2018 when it was rezoned from "R-3" Multiple Residence District. Surrounding land uses and their zoning designations are as follows: North – Apartment buildings and single family homes, zoned "R-2, C-Z" Conditional Zoning Residential District and "R-2" One and Two Family Residence District. South – Office buildings and E San Marnan Drive, zoned "R-4" Multiple Residence District. East – Long-term Care, apartments, and single family homes zoned "R-3" Multiple Residence District "R-4, R-P" Planned Residence District, and "R-2" One and Two Family Residence District . West – Apartments and single family homes, zoned "R-3 Multiple Residence District" "R-4, R-P" Planned Residence District, and R-2 One and Two Family Residence District.
BUFFERS/ SCREENING/	No buffers would be required as a part of this request.

LANDSCAPING
REQUIRED:

DRAINAGE: The proposed request would not appear to have a negative impact upon drainage in the area.

DEVELOPMENT
HISTORY: Multi-family residential and single family homes built between 1971 and 2022.

FLOODPLAIN: A portion of the area dedicated for the new sanitary sewer easement is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0303F, dated July 18, 2011.

PUBLIC /OPEN
SPACES/ SCHOOLS: Lou Henry Elementary is located approximately one half mile to the west, and West High School is located approximately a half a mile to the north.

Bontranger Park is north of Park Lane.

UTILITIES: WATER,
SANITARY SEWER,
STORM SEWER, ETC. There is 8" Sanitary Sewer underneath and 4" drain tile along Park Lane, 10" Sewer Main underneath W 9th Street, and 18" Sanitary Sewer line that serves the Friends of Faith Retirement Home Facility which is being abandoned and relocated within a new 50' sanitary sewer easement to the south of the vacate area.

RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN: The Future Land Use Map designates this area as *Mixed Residential: Low, Medium, High Density Residential and Professional Offices*. The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

STAFF ANALYSIS –
ZONING
ORDINANCE: The applicant is requesting to vacate an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement to the south. The utility easement being vacated currently contains an 18" sewer main which will be abandoned. A new 18" sanitary sewer main will be placed within the newly dedicated sanitary sewer easement. The applicants are planning to build a swimming pool in the future in the area that the new sanitary sewer easement has been relocated to. The applicant constructed a sleeve over the portion of the sanitary sewer where the pool would be constructed in the future. This would allow for the maintenance of the sewer without disrupting the pool that would be built over the sewer line. The applicants are requesting an encroachment agreement be approved along with the action to dedicate the new easement.

The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 10, 2023.

TECH REVIEW AND
UPDATES The Tech Review Committee did not have concerns regarding this request.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

The applicant is not proposing to subdivide the property.

STAFF
RECOMMENDATION:

Therefore, staff recommends that the request by Friends of Faith Retirement Homes, Inc. (Friendship Village), to vacate an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement, and request for an Encroachment Agreement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, be approved for the following reasons:

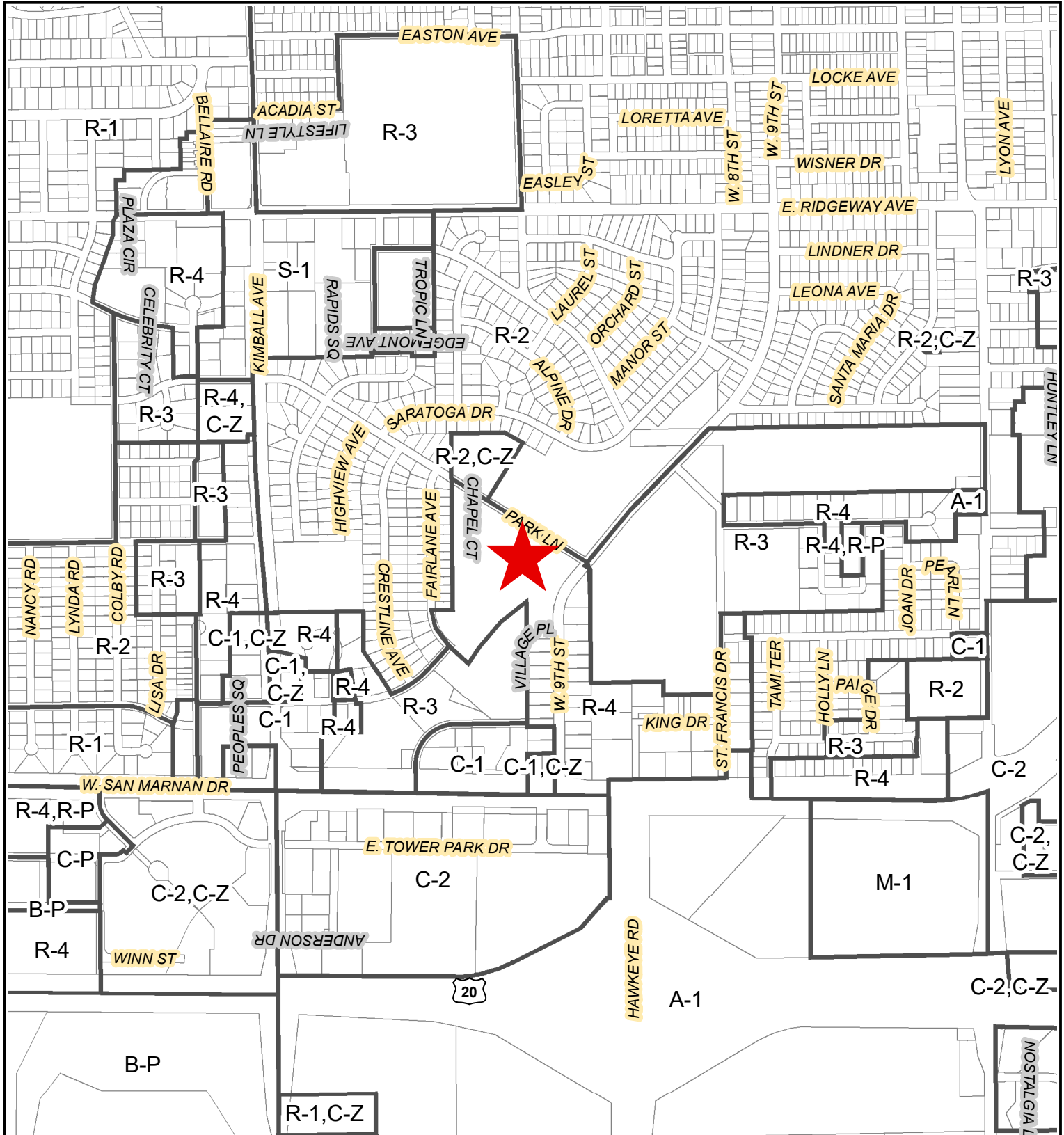
1. The request would not appear to have a negative impact on the surrounding area.
2. That the existing 18" sewer line main is abandoned and a new 18" sanitary sewer main is placed and relocated to the newly dedicated sanitary sewer easement area which will serve the Friends of Faith Retirement Homes, Inc.

**City of Waterloo City Council
February 20, 2023**



**600 Park Lane
Easement Vacate
Friends of Faith
Retirement Home, Inc.**

City of Waterloo City Council
February 20, 2023

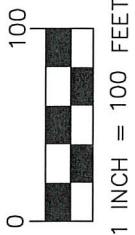


**600 Park Lane
Easement Vacate
Friends of Faith Retirement Homes,
Inc.**

SANITARY SEWER EASEMENT PLAT

Part of the SW 1/4 of Sec. 03-T88N-R13W &
Tracts A & B Southbrooke & Lot 26 Brookeridge,
Waterloo, Black Hawk County, Iowa
Survey for: City of Waterloo
Proprietor: Friends of Faith

SHEET 2 OF 2



CES FILE NO. 2803

SURVEY LEGEND:
000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION

Point of
Commencement

EAST LINE
SOUTHAVEN ADD.

Proprietor: Friends of Faith

SOUTHWEST
RIGHT-OF-WAY
PARK LANE

PARK LANE (Public ROW)
S57°43'00"E-1131.62'
(558°15'28"E-928.23')

See Note 2. regarding
Sanitary Sewer Easement
Sheet 1 of 2.

Point of
Beginning

Skilled Nursing
Building

Independent Living
Building

EAST LINE
SOUTHAVEN FIRST ADD.

Storm Sewer Ease., Doc. 2017-22510.

LOT 42

LOT 43

LOT 44

8' Easement
LOT 45

LOT 46

SOUTHAVEN
ADD.
LOT 47

LOT 159

130.0'

130.0'

8' Easement
LOT 157

LOT 156

LOT 155

LOT 154

LOT 153

LOT 152

LOT 151

8' Easement

LOT 24

LOT 25

LOT 26

Point of
Termination

LOT 27

LOT 28

LOT 29

LOT 30

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LOT 328

INDEX LEGEND

General Description: Part of the SW 1/4 of Sec. 03--T88N--R13W & Tracts A & B Southbrooke & Lot 26 Brookridge, Waterloo

Surveyor: David L. Scheil (#16775)

Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
2705 University Avenue (P.O. Box 898)
Waterloo, Iowa 50704
(319)235-6294

Survey Requested By: City of Waterloo

Proprietor: Friends of Faith

For County Recorder's use.

SANITARY SEWER EASEMENT PLAT

SHEET 1 OF 2

LEGAL DESCRIPTION

Sanitary Sewer Easement

An Easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter (SW 1/4) of Section Three (03), Township Eighty-eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, and that part of Tract A and Tract B, Southbrooke, and that part of Lot Twenty-six (26), Brookridge, all in Waterloo, Black Hawk County, Iowa. Said Easement is Fifty (50.00) feet wide lying Twenty-five (25.00) on each side of the following described centerline, which is the current location of Eighteen (18) inch sanitary sewer line:

Commencing at the Northeast corner of Lot Forty-two (42) Southaven Addition; thence S58°15'28"E Nine Hundred Twenty-eight and Twenty-three Hundredths (928.23) feet along the South right-of-way line of Park Lane to the point of beginning;

thence S27°16'32"W Two Hundred Forty-two and Sixty-seven Hundredths (242.67) feet; thence S54°59'58"W Three Hundred Nineteen and Forty-five Hundredths (319.45) feet; thence S57°23'59"W Two Hundred Two and Sixty-two Hundredths (202.62) feet; thence S41°50'28"W Two Hundred Seventy-one and Five Hundredths (271.05) Hundredths feet; thence S89°36'46"W Fifty-five (55.00) feet to the Northeast right-of-way line of Fairlane Avenue and to the point of termination of aforesaid sanitary sewer easement containing 1.25 acres.

The sidelines of said easement shall be lengthened and /or shortened to terminate at said Northeast right-of-way line, the Southeast right-of-way line of said Fairlane Avenue, aforesaid South right-of-way line of Park Lane and as needed to provide a continuous strip.

NOTES:

1. The basis of bearings for this Plat of Survey is the Southwest line of Park Avenue assigned a bearing of S58°15'28"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.
2. City of Waterloo Engineering Department records show a Twenty (20) foot wide Sanitary Sewer Easement at this location. No record of said Easement was found in the Black Hawk County Recorder's Office.

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: David L. Scheil, P.L.S.

Date: , 20 License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

Sanitary Sewer Easement Vacate Easement Description

An easement for the construction and maintenance of a sanitary sewer easement over and across a tract of land 60 feet in width lying 30 feet on each side and extending along a line described as follows:

Commencing at a point on an extension of the center line of Park Lane, said point being 845.77 feet Southeasterly of the East line of Southhaven Addition in the City of Waterloo, Black Hawk County, Iowa; thence Southwesterly a distance of 1052.4 feet to a point on the East line of the Southwest Quarter of the Southwest Quarter of Section 3, Township 88, Range 13 West of the 5th P.M., said point being 240 feet South of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 3; thence continuing along an extension of the previous course a distance of 261.75 feet; thence Westerly along a curve tangent to the last described course, concave Northwesterly and having a radius of 740.96 feet a distance of 200.00 feet

Granted to the City of Waterloo, Iowa, by Helen Bond, Fern McClannahan, and Jessie B. King, dated November 13, 1961, and recorded with the Black Hawk County, Iowa Recorder on November 24, 1961, in Misc. Book 136, Page 597.

Said sanitary sewer easement was amended by City of Waterloo Ordinance Number 2592, adopted April 10, 1972, and recorded with the Black Hawk County, Iowa Recorder on April 12, 1972, in Misc. Book 199, Page 491, and described as follows:

A portion of the easement of record for the 18" sanitary sewer line between Brookeridge Drive and Park Lane along the northwesterly side of the center line of the said sanitary sewer line from the north line of lot 23, Brookeridge Addition to Park Lane, except the adjacent 8' therefor on the northwesterly side of the centerline, and vacated from the north line of the south 1/ 2 Section 3, Township 88 North, Range 13 West of the 5th P.M. to Park Lane, except the adjacent 12 feet thereof on the southeasterly side of the center line of said sanitary sewer line.

City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ Offer to Vacate and Purchase City Right-of-Way
☒ Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement
☐ Sale of City-Owned Property

Applicant (Business Name if Applicable: Friends of Faith Retirement Homes, Inc.

Address: 600 Park Lane, Waterloo, IA 50702

Phone No.: (319) 291-8100

Email: mry@shuttleworthlaw.com and lgates@fvrc.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.): Sanitary sewer between
Brookeridge Drive and
Legal description of area to be conveyed, vacated, or encroached: See attached. Park Lane

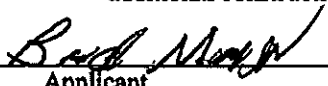
1. A non-refundable filing fee(s) shall be made as follows (checks payable to City of Waterloo):
 - Right-of-way vacation – One Hundred Seventy Five Dollar (\$175.00) Filing Fee
 - Easement or sidewalk vacation – Seventy Five Dollar (\$75.00) Filing Fee
 - Encroachment – One Hundred Dollar (\$100.00) Filing Fee
 - Sale of city-owned property not required to be vacated – No Fee
 - Any request not meeting the Sale of Property Policy – One Hundred Dollar (\$100.00) Fee
2. Offer Price*[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
 - Asking price (see attached Sale of Property Policy for how calculated): _____
 - Deductions
 - May decrease price by 50% for area located within an easement: _____
 - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
 - Costs (surveying & misc., demolition, remove of curbs, etc): _____

Asking price – Deductions = Value of Property: _____

Offer Price for Entire Area: _____

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. Publication and Recording Fees*: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. Easement*: The following easement shall be retained:
See attached Sanitary Sewer Easement & Encroachment Agreement.
5. Other: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.


Applicant

Friends of Faith Retirement Homes, Inc.
By Brad Morris, its Chairman
Print Name

12/8/22
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements



BLACK HAWK COUNTY ABSTRACT COMPANY

#6 cont'd.

to a point on the E. line of said SW 1/4, said point being 607.15' S. of the NE corner of said SW 1/4; thence deflect right 4° 13' a distance of 680.2' to a point on a line which is 125.0' S. of and parallel to the N. line of the SE 1/4 of said Sec. 3' thence W. along said line a distance of 476.0' to the W. line of said SE 1/4, thence N. along said W. line a distance of 125.0' to the point of beginning; said tract containing 22.97 acres more or less.

Recites: *** First parties, their heirs and assigns, shall have the right to cross said premises for underground storm sewer, sanitary sewer, water, gas, electric and telephone lines, and shall have the right to hook onto any other utility lines in, on or under said premises.

#7

Jessie B. King, a single person

to

Mike E. George and
Letha K. George, husband and wife

CONTRACT

Dated Jan 16 1961

Filed Jan 16 1961

130 Misc 97

Caption and other real estate for \$122,377.00.

#8

Helen Bond, a single person,
Fern McClannahan and
Jessie B. King, an unmarried widow

to

City of Waterloo, Iowa

EASEMENT

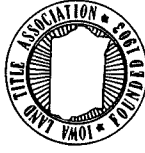
Dated Nov 13 1961

Filed Nov 24 1961

136 Misc 597

Cons \$1.00

Convey an easement for the construction and maintenance of a sewer over and across a tract of land 60 feet in width lying 30 feet on each side and extending along a line described as:
Commencing at a point on an extension of the center line of Park Lane, said point being 845.77 feet Southeasterly of the East line of Southhaven Addition in the City of Waterloo, Black Hawk County, Iowa; thence Southwesterly a distance of 1052.4 feet to a point on the East line of the Southwest Quarter (forward)



BLACK HAWK COUNTY ABSTRACT COMPANY

#8 cont'd.

of the Southwest Quarter of Section 3, Township 88, Range 13 West of the 5th P.M., said point being 240 feet South of the Northeast corner of the Southwest Quarter of the Southwest Quarter of said Section 3; thence continuing along an extension of the previous course a distance of 261.75 feet; thence Westerly along a curve tangent to the last described course, concave Northwesterly and having a radius of 740.96 feet a distance of 200.00 feet and other real estate.

This easement shall be perpetual and shall run with the land. The grantors do hereby covenant that they are the owners of the premises described herein and they covenant with the City of Waterloo, Iowa, to warrant and defend the said premises against the lawful claims of all persons claiming by, through or under them.

#9

Jessie B. King, an unmarried widow,
also known as Jessie Bontrager and
Jessie Bontrager King

to

Mike E. George and
Letha K. George, husband and wife, as joint
tenants with full rights of survivorship
and not as tenants in common

WARRANTY DEED

Dated Sept 26 1966
Filed Oct 7 1966
462 Deeds 664
Cons \$1.00 etc
Rev \$20.90

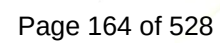
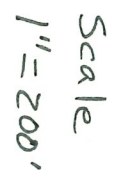
Caption and other real estate.

Recites: This deed is given in full satisfaction of the contract of sale between grantor and grantees as it applies to the above described real estate only, which contract is recorded in Book 130 of Miscellaneous Records Page 97 in the office of the Recorder of Black Hawk County, Iowa.



Page 6





Friends of Faith Retirement Homes, Inc.
by Pres. & Secy.

ASSIGNMENT OF RENTS
Dated Feb 16 1971
Filed Feb 19 1971
147 R & A 227

to

The Prudential Insurance Company of America

Caption and other real estate.

As additional security for a mortgage of \$1,600,000.00 made by Friends of Faith Retirement Homes, Inc. to The Prudential Insurance Company of America dated February 16, 1971.

#23

City of Waterloo, Iowa

ORDINANCE 2592
Adopted Apr 10 1972
Filed Apr 12 1972
199 Misc 491

to

The Public

That a portion of easement for sanitary sewer purposes extending NELY from Brookeridge Drive to Park Lane across the property of Friends of Faith Retirement Homes, Inc., described as follows, in the City of Waterloo, Iowa, shall be, and the same are hereby vacated:

A portion of the easement of record for the 18" sanitary sewer line between Brookeridge Drive and Park Lane along the northwesterly side of the center line of the said sanitary sewer line from the north line of lot 26, Brookeridge Addition to Park Lane, except the adjacent 8' thereof on the northwesterly side of the center line, and vacated from the north line of the south 1/2 Section 3, Township 88 North, Range 13 West of the 5th P.M. to Park Lane, except the adjacent 12 feet thereof on the southeasterly side of the center line of said sanitary sewer line.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Request by Weatherfield Realty Group, LLC, for a Site Plan Amendment to construct a new 230 square foot telecommunication facility, in the M-2, P Planned Industrial District located north of 2365 Northeast Drive.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Weatherfield Realty Group has been looking for a small lot to construct a 230 square foot telecommunication facility. The City has identified a location within the Northeast Industrial Park that will suit their needs. The Planning and Zoning Commission will review the site plan amendment request at their meeting on February 14, 2022. Their recommendation will be reported to the Council at the hearing.

NEIGHBORHOOD IMPACT

The site is zoned for industrial uses and is currently being farmed. There is no anticipated negative impact on the neighbors.

DATA, ANALYSIS, AND STRATEGIES

The lot in question has been platted since 1996. All of the infrastructure to the lot is in place. The project is proposed on approximately 0.33 acres of the 1.18 acre site.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

The project is located within the Northeast Industrial Park that is zoned M-2,P, Planned Industrial District. This zoning does require site plan approval by the Planning and Zoning Commission along with City Council.

COMMUNITY ENGAGEMENT METHODS

The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

Deny the Request

LEGAL DESCRIPTION

The Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Staff Report
2. Map of Telecommunication Site
3. Weatherfield Realty Group, LLC Development Agreement
4. Weatherfield Waterloo Site plan Final
5. Weatherfield plat of survey

REQUEST:	Request by Weatherfield Realty Group, LLC for a Site Plan Amendment to construct a fiber communication shelter in the “M-2, P” Planned Industrial District located north of 2365 Northeast Drive.
APPLICANT:	Weatherfield Realty Group, LLC, 3766 Poe Dr, Vestavia Hills, AL 35233
GENERAL DESCRIPTION:	The applicant is requesting to construct an 11.5’ by 20’ (230 square foot) fiber communication shelter, south of Newell Street and west of Northeast Drive.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request would not have a negative impact on the surrounding area, as the area is composed of industrial uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is located at the southwest corner of Newell Street and Northeast Drive. Newell Street is classified as an arterial street and Northeast Drive classified as a local street. There are no sidewalks along Newell Street or Northeast Drive. Sidewalks would not be required with the request.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Martin Luther King Jr. Drive Trail is located approximately 0.4 miles to the south of the site in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site in question is zoned “M-2,P” Planned Industrial District and has been zoned as such since it was rezoned from “A-1” Agricultural District on October 9, 1995. The surrounding properties zoning and uses are as follows: North: Agricultural uses zoned “A-1” Agricultural District East: PPG (formerly Metokote) zoned “M-2, P” Planned Industrial District South: QCI Thermal Systems zoned “M-2,P” Planned Industrial District West: Vacant land and Warehouse zoned “M-2,P” Planned Industrial District
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required as a part of this request. The applicant will need to submit and execute a landscaping plan for the site during the building permit approval process.
DRAINAGE:	The proposed request would not appear to have a negative impact on drainage in the area.

DEVELOPMENT HISTORY:	Industrial development has been taking place in the Northeast Industrial Park for over the past 25 years.
FLOODPLAIN:	No portion of the property is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0304F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	No public or open spaces are located within the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 20' utility easement located to the south of Newell Street. This easement needs to be added to the site plan. There is a 16' utility and drainage easement located on the south line of lot 2, south of 2365 Northeast Drive. A 16" water main is located along the west side of Northeast Drive. Overhead power lines are located on the north side of Newell Street. Other utilities will be need to be extended to serve the proposed lot. Engineering has determined that a 30' drainage and utility easement will be required along the south line of the proposed lot.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this site as Industrial. The request would be in conformance with the goals and policies of the Comprehensive Plan. The site is located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicants are requesting a site plan amendment in order to construct a new 230 square foot fiber communication shelter in the "M-2,P" Planned Industrial District. The proposed building will be a one story prefabricated shelter and would match the surrounding development in the area. The façade design of the building will be compatible with the surrounding industrial uses. The applicant is proposing a 50' x 50' chain link fence with strands of barbed wire and a minimum height of 8' around the building.
TECHNICAL REVIEW COMMITTEE:	<i>At Tech Review, Engineering noted no storm water plan is needed now because of the changes to the pavement areas. It was asked why there is a turn-a-round required on the site, to which Schroeder explained it is there to prevent vehicles from backing directly onto the road. Schroeder confirmed the gravel in the fenced area is acceptable because it is not a vehicular use area. Fire noted the generator will need to meet fire requirements.</i>
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is proposing to subdivide the property in question and is currently going through the platting process, which is separate from the Site Plan Amendment.

STAFF
RECOMMENDATION:

Therefore, staff recommends that the request by Weatherfield Realty Group, LLC for a Site Plan Amendment to construct a fiber communication shelter in the "M-2, P" Planned Industrial District located north of 2365 Northeast Drive, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact upon the surrounding area and would be compatible with surrounding development.

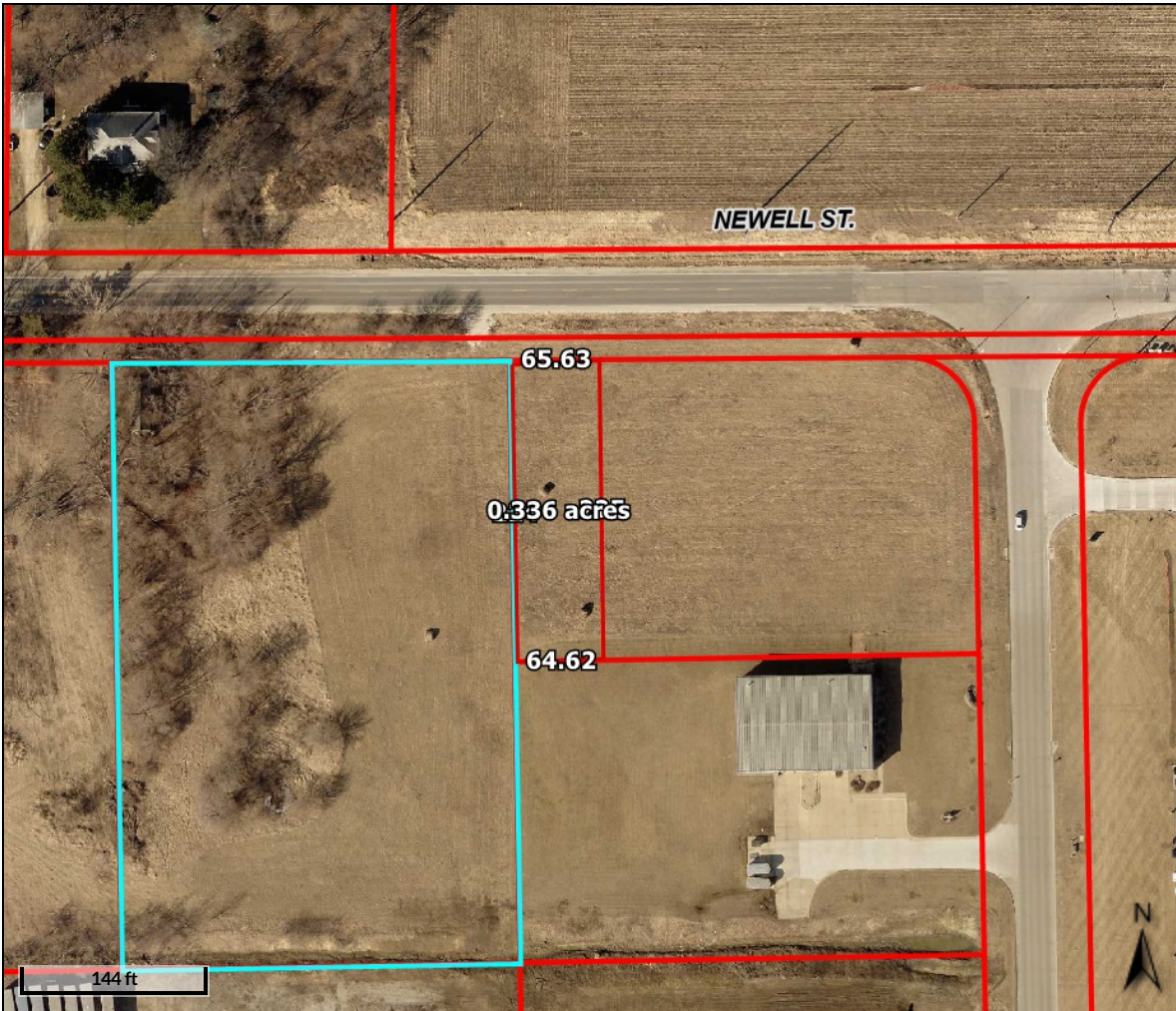
And subject to the following conditions(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc.
2. That the site plan be updated to show a 30' drainage and utility easement along the south property line, and to show the existing 20' utility easement along the north property line.

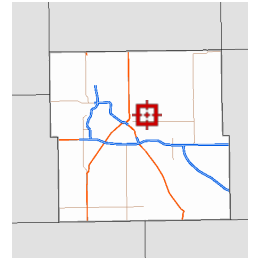


Beacon™

Black Hawk County, IA



Overview



Legend

- Water
- Parcels

Parcel ID 891220126006

Sec/Twp/Rng n/a

Property Address

District 940001

Brief Tax Description NORTHEAST INDUSTRIAL PARK PLAT 1 LOT 3

(Note: Not to be used on legal documents)

Alternate ID n/a

Class C

Acreage n/a

Owner Address CITY OF WATERLOO

715 MULBERRY ST

WATERLOO, IA 50703

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 12/27/2022

Last Data Uploaded: 12/27/2022 1:17:31 AM

Developed by Schneider
GEOSPATIAL

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2023 by and between Weatherfield Realty Group LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the Northeast Industrial Area Urban Renewal and Redevelopment Plan area ("Urban Renewal Area").
- B. Company is willing and able to finance and erect structures and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit "A" attached hereto (the "Property").
- C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of \$1.00 (the "Purchase Price"). Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City

except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Improvements by Company.** Company shall construct on the Property a 230-square foot telecommunications facility, as well as related landscaping, paving, signage and parking improvements (collectively, the “Improvements”), in accordance with the Plans as provided in Section 3. Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company’s purposes as contemplated by this Agreement are collectively referred to as the “Project”.

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the “Plans”) that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the “Modified Plans”) to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to

constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. Timeliness of Conveyance and Construction; Possibility of Reverter.

The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and thereafter Substantially Complete construction within six (6) months after conveyance of the Property to Company (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and City has verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination and/or reverter of title. If development has not been Substantially Completed by the Completion Deadline or within any agreed period of extension and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an

“Unavoidable Delay”), the requirement that construction is to be Substantially Completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay. If construction is not Substantially Completed by the Completion Deadline or within the allowed period of extension, then City may terminate this Agreement following Company’s failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary to Substantially Complete the Improvements, then City may terminate this Agreement following Company’s failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City. After City terminates this Agreement, City shall have no further obligations to Company under this Agreement, and City shall have no duty to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 4, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, “Liens”) arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company’s behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company’s failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attach(es) to the Property by virtue of Company’s ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys’ fees, incurred by City. Company’s duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

6. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company’s completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company

may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$100,000.00 (the "Minimum Actual Value"), through:

- (a) willful destruction of the Property, the Improvements, or any part of either;
- (b) a request to the assessor of Black Hawk County; or
- (c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

9. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During construction of the Improvements and thereafter until the MAA termination date Company will cooperate fully with the City in resolution of

any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. Until the MAA termination date Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. The Property will have an assessed value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

10. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

11. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Company is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

F. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in

any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

12. Indemnification and Releases.

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. Obligations Contingent. Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value

thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

14. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

15. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished

by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

16. Remedies.

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Contingent Indemnification. In any circumstance where the Property is conveyed to City pursuant to Section 16.A above, Company agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this paragraph and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this paragraph shall survive the expiration, termination or cancellation of this Agreement for any reason.

D. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

17. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

18. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

19. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

20. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at [REDACTED],
Attention: Manager.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) four (4) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

21. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

22. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

23. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

24. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

25. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

26. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

28. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or

contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

29. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

WEATHERFIELD REALTY GROUP
LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Tim Coefield, Manager

Attest: _____
Kelley Felchle, City Clerk

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

Tim Coefield

EXHIBIT "A"

Legal Description of Property

The Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2023, by and among the CITY OF WATERLOO, IOWA ("City"), WEATHERFIELD REALTY GROUP LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Northeast Industrial Area Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$100,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2023 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2028. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

- (c) request the Assessor to reduce the Minimum Actual Value; or
- (d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or
- (e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

[signatures on next page]

CITY OF WATERLOO, IOWA

WEATHERFIELD REALTY GROUP

By: _____
Quentin Hart, Mayor

By: _____
Tim Coefield, Manager

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2023, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2023 by Tim Coefield as Manager of Weatherfield Realty Group LLC.

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2023 by T.J.
Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public

K:\ATL_Wireless\Reworkx\Waterloo\CAD\CDS\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

PREPARED FOR:



SITE NAME:

WATERLOO

SITE ADDRESS (E-911 TO BE VERIFIED)

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY
LATITUDE: 42° 30' 45.44" N
LONGITUDE: 92° 17' 16.10" W
PARCEL ID: 891220201011
ZONING CLASSIFICATION: M-2,P

DEVELOPER
UNITI FIBER C/O
REWORX SERVICE GROUP, LLC.
PHONE: (678) 468-7580
EMAIL: TIM.COEFIELD@REWORXSG.COM
ATTN: TIM COEFIELD

PROPERTY OWNER
WEATHERFIELD REALITY GROUP, LLC
3766 POE DRIVE
VESTAVIA HILLS, AL 35223
PHONE: (678) 468-7580
ATTN: TIM COEFIELD

POWER PROVIDER
MIDAMERICAN ENERGY
PO BOX 4350
DAVENPORT, IA 52808-4350
PHONE: (800) 329-6261
ATTN: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 299-7052
ATTN.: TREVOR NEWTON, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	TITLE SHEET
-	SURVEY SHEET (1 OF 1)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING AND EROSION CONTROL PLAN
C4	GRADING AND EROSION CONTROL DETAILS
C5	GRAVEL COMPOUND DETAIL
C6	FENCE, GATE AND COMPOUND DETAILS
C7	FIBER SHELTER ELEVATIONS
S1	FOUNDATION PLAN
S2	FOUNDATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY ROUTING PLAN
E3	METER RACK PROFILE
E4	GROUNDING NOTES
E5	GROUNDING PLAN
E6	GROUNDING DETAILS
E7	GROUNDING DETAILS

SHEET INDEX

CITY OF WATERLOO PLANNING & ZONING
715 MULBERRY ST.
WATERLOO, IA 50703
PHONE: (319) 291-4366
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BLACK HAWK SHERIFF'S OFFICE
225 E 6TH ST
WATERLOO, IA 50703
PHONE: (319) 291-2587
ATTN.: NON-EMERGENCY BUSINESS

WATERLOO FIRE RESCUE (FIRE STATION 5)
617 NEVADA ST.
WATERLOO, IA 50703
PHONE: (319) 291-4465
ATTN.: NON-EMERGENCY BUSINESS



VICINITY MAP

JURISDICTION:
CITY OF WATERLOO
STATE:
IOWA

SCOPE OF WORK:
UNMANNED TELECOMMUNICATIONS FACILITY

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 19013C0193F DATED 07/18/11 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1

SITE INFORMATION

SITE ADDRESS:
NEWELL STREET
WATERLOO, IA 50703

PARCEL ID

891220201011

PARENT PARCEL DESCRIPTION (AS PROVIDED PER BLACK HAWK CO. GIS)

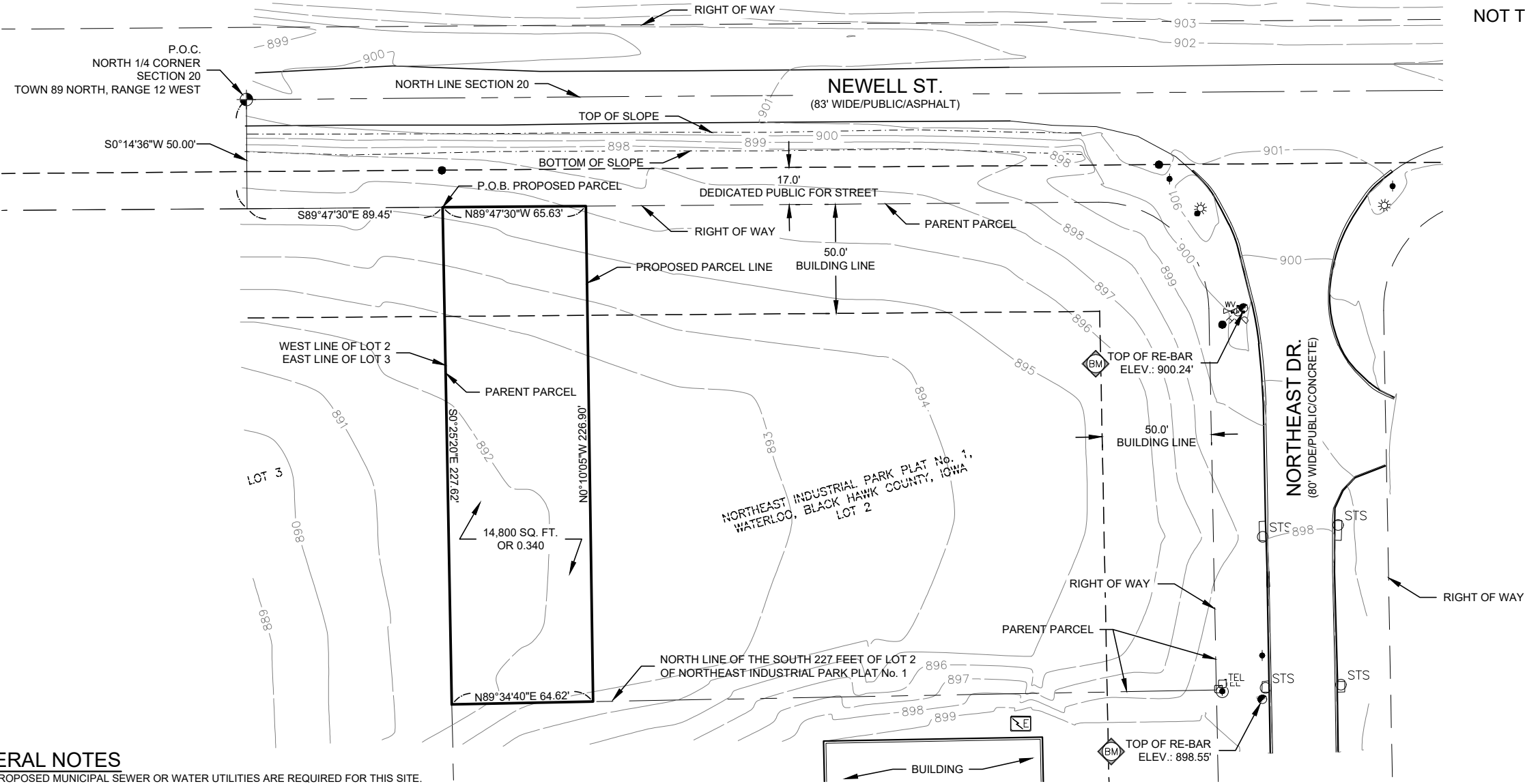
NORTHEAST INDUSTRIAL PARK PLAT NO 1 LOT 2 EXC S 227 FT.

PROPOSED PARCEL DESCRIPTION (AS SURVEYED)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.



VICINITY MAP
NOT TO SCALE



- IRON FOUND
- IRON SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- GPS MONUMENT
- MONUMENT BOX FOUND
- MONUMENT FOUND
- MONUMENT SET
- (R) RECORD
- (M) MEASURED
- STS STORM MANHOLE
- CATCH BASIN
- SQUARE CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- MONITOR WELL
- TELCO. MANHOLE
- POWER POLE
- GUY
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC HANDHOLE
- WATER VALVE
- HYDRANT
- GAS METER
- GAS MARKER
- GAS VALVE
- TELEPHONE PEDESTAL
- SIGN POST
- FENCE LINE
- BENCHMARK

LEGEND

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

GENERAL NOTES

- NO PROPOSED MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE.
- THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE PROPOSED INSTALLATION.
- NO SIGNIFICANT RUNOFF IS GENERATED BY THE PROPOSED INSTALLATION.

CERTIFICATION :

I MATTHEW T. MOKANYK CERTIFY THAT I HAVE SURVEYED AND MARKED THE PROPOSED EQUIPMENT INSTALLATION AND EXISTING FEATURES AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

Matthew T. Mokanyk
Matthew T. Mokanyk, P.S., P.E.
Iowa P.S. No. 18019

01/16/23
Date

BEARINGS BASIS: N89°47'30"W ALONG THE NORTH LINE OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST



SURVEY PLAN

SCALE: 1"=60'



LANDTECH PROJECT NUMBER: 22308159

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	01/16/23	PRELIMINARY DRAWINGS		RJH

DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (TABLOID/LEGAL) SIZED PAPER, WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

PROFESSIONAL SURVEYING & ENGINEERING
AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, LA, MI, MN, MO, NE,
NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI
231.943.0050ph 877.820.LAND toll free
www.landtechps.com www.towersurveyors.com

WATERLOO

SITE ADDRESS:
715 MULBERRY ST.
WATERLOO, IA 50703
COUNTY: BLACK HAWK

Sheet Title:
SURVEY PLAN

Sheet Number:
S-1



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1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND UNITI SPECIFICATIONS, THE UNITI PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 SHELTER IS SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.08 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.09 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "IOWA ONE CALL SYSTEM" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 292-8989 (OR 811) ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.10 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.11 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY UNITI PROJECT MANAGER.
- 1.12 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER UNITI PROJECT MANAGER'S INSTRUCTIONS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

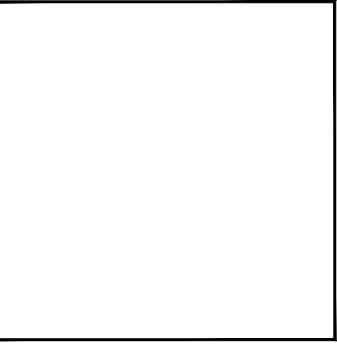
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

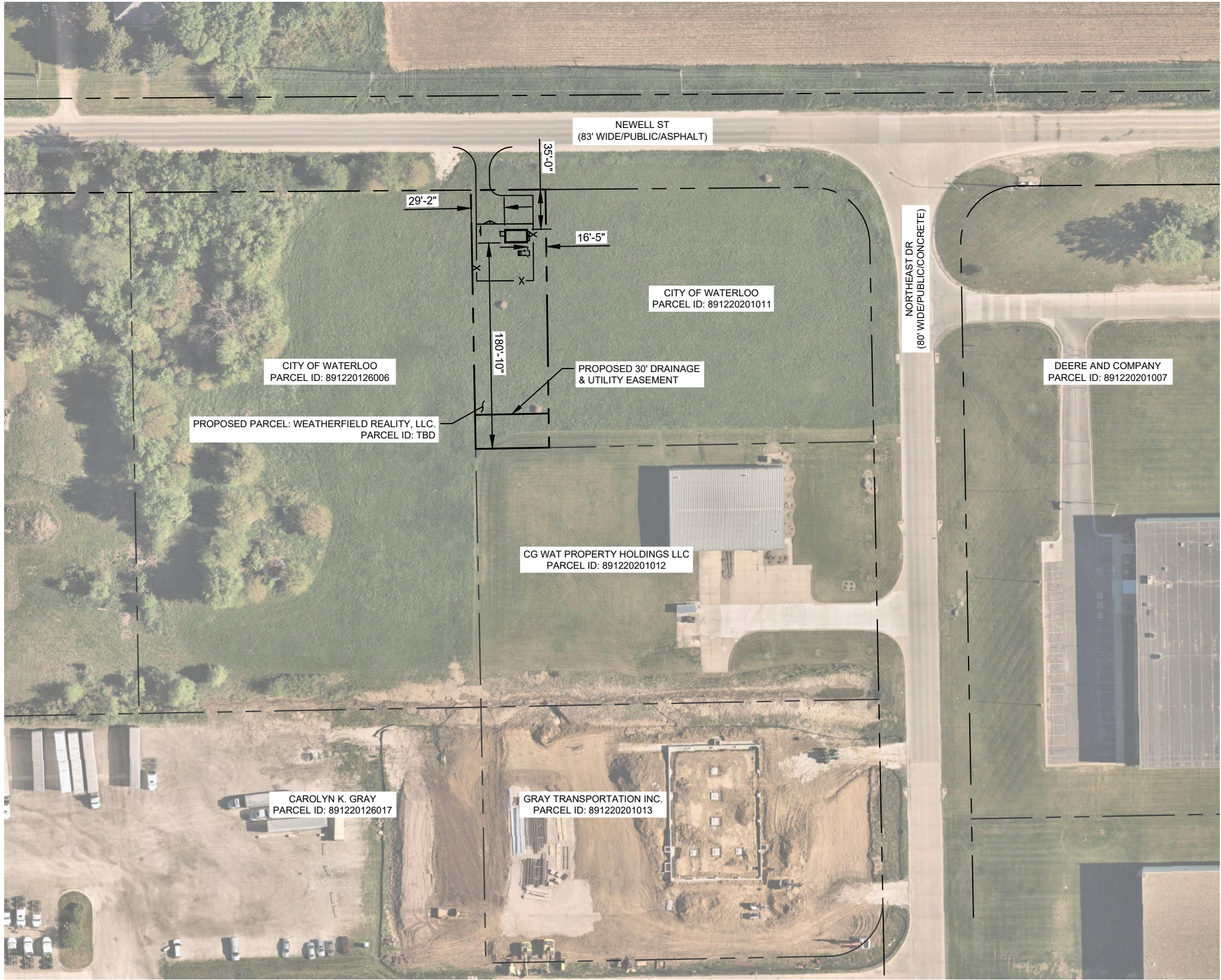
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

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SETBACKS TO PROPERTY LINES (FROM FIBER SHELTER)	
NORTH	35'-0"
SOUTH	180'-10"
EAST	16'-5"
WEST	29'-2"



PROJECT INFORMATION:

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WATERLOO, IA 50703
BLACK HAWK COUNTY

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Reworkx
Service Group, LLC

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KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

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TRN

SHEET TITLE:

**OVERALL PARCEL
PLAN**

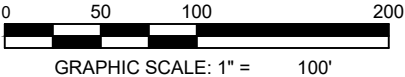
SHEET NUMBER:

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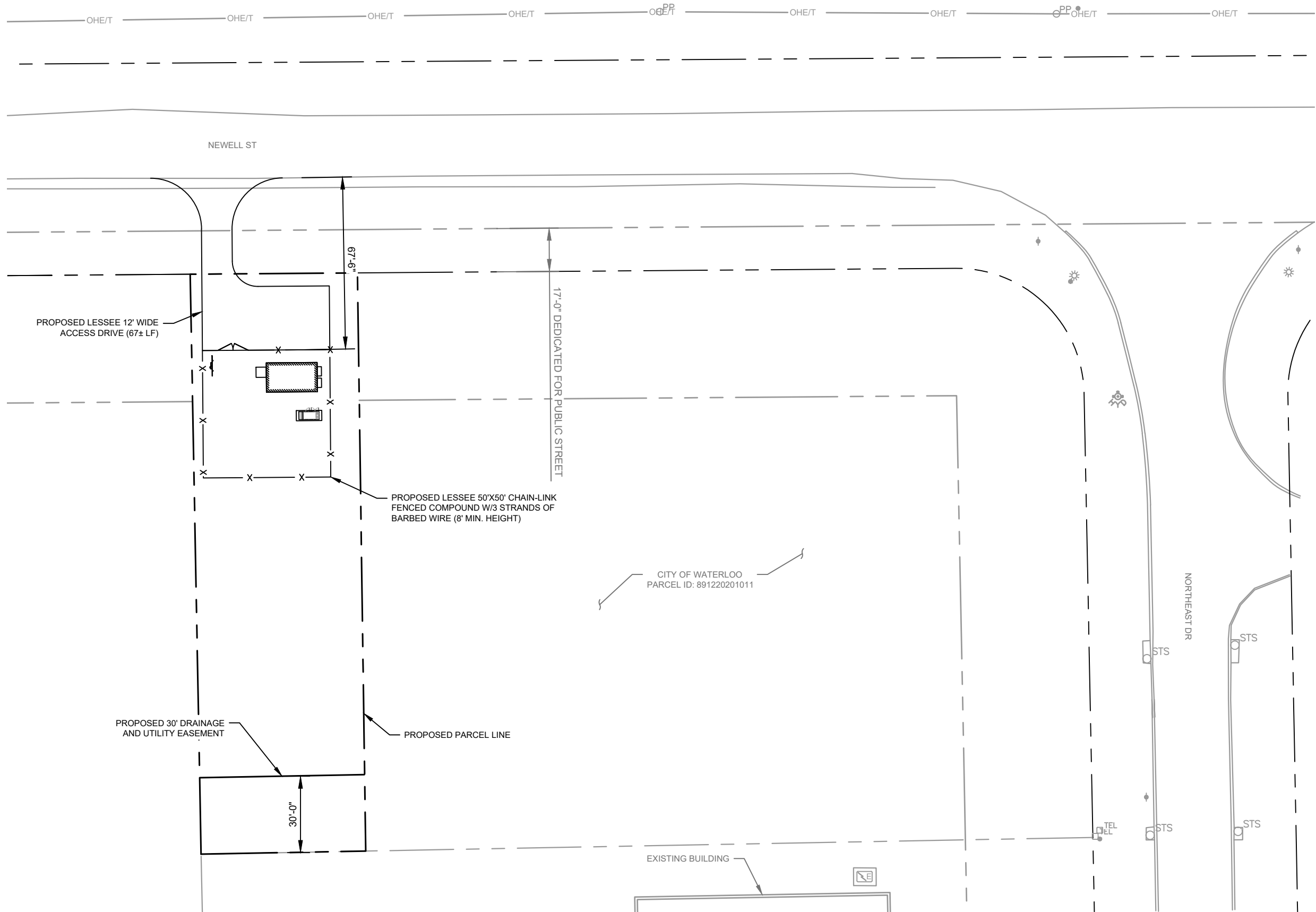
SURVEY NOTE:

- UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C0 **OVERALL PARCEL PLAN**
SCALE: 1" = 100'



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SURVEY NOTE:

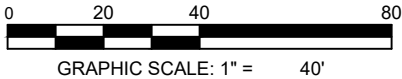
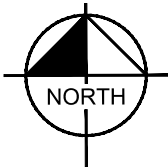
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2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1

C1

OVERALL SITE PLAN

SCALE: 1" = 40'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

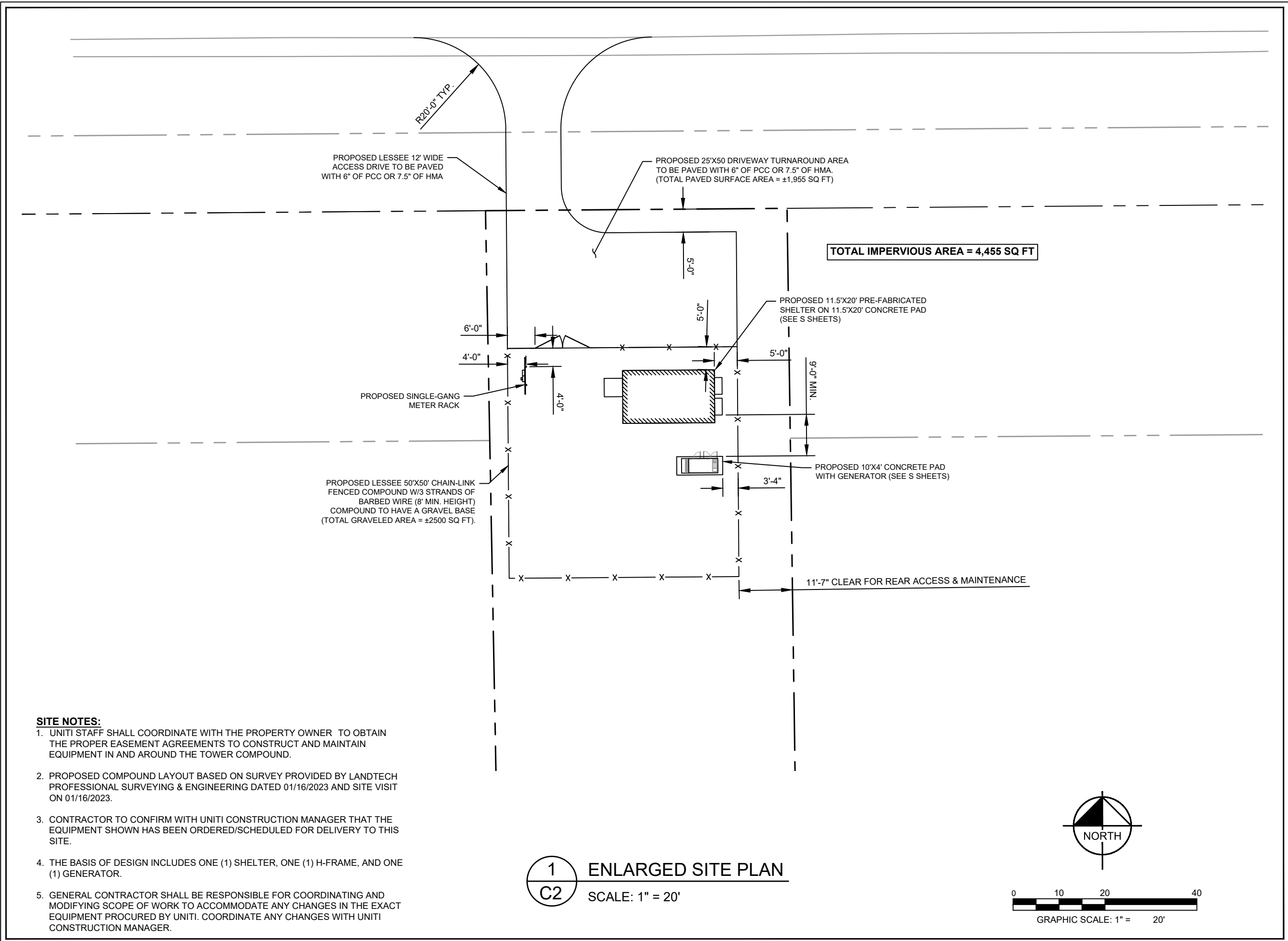
SHEET TITLE:

OVERALL SITE
PLAN

SHEET NUMBER:

C1

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PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

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PLANS PREPARED FOR:

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LICENSER:

KHA PROJECT NUMBER:

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SHEET TITLE:

ENLARGED SITE
PLAN

SHEET NUMBER:

C2

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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 6,039± SQ. FT. (0.14 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 4H:1V UNLESS OTHERWISE NOTED.

LEGEND

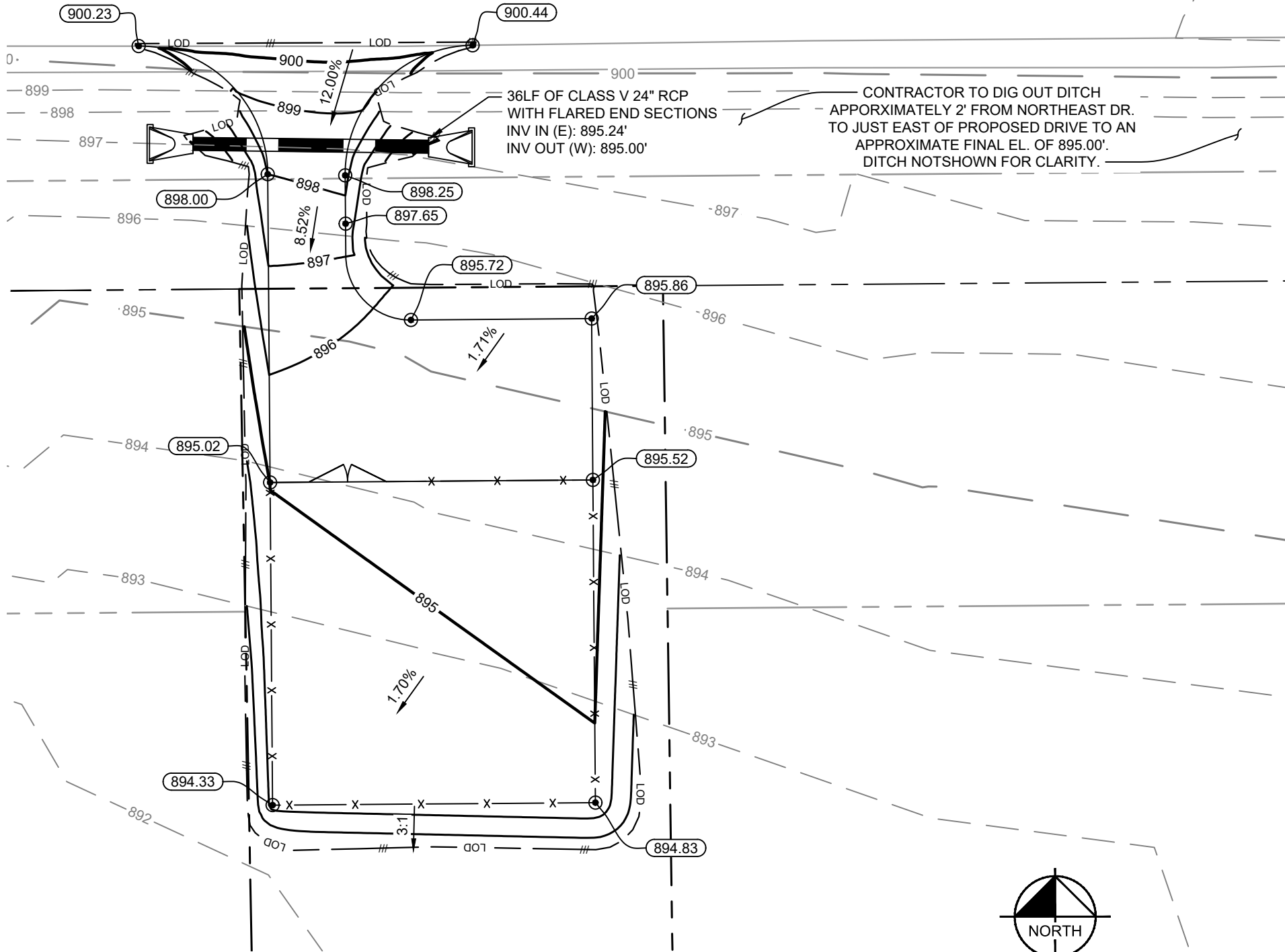
EXISTING CONTOURS

PROPOSED CONTOURS

LOD/SILT FENCE

PROPOSED SPOT ELEVATION

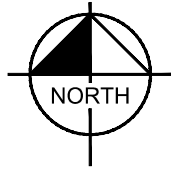
XX.XX



1
C3

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 20'



GRAPHIC SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
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PHONE: 770-619-4280
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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

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SHEET TITLE:

**GRADING AND
EROSION
CONTROL PLAN**

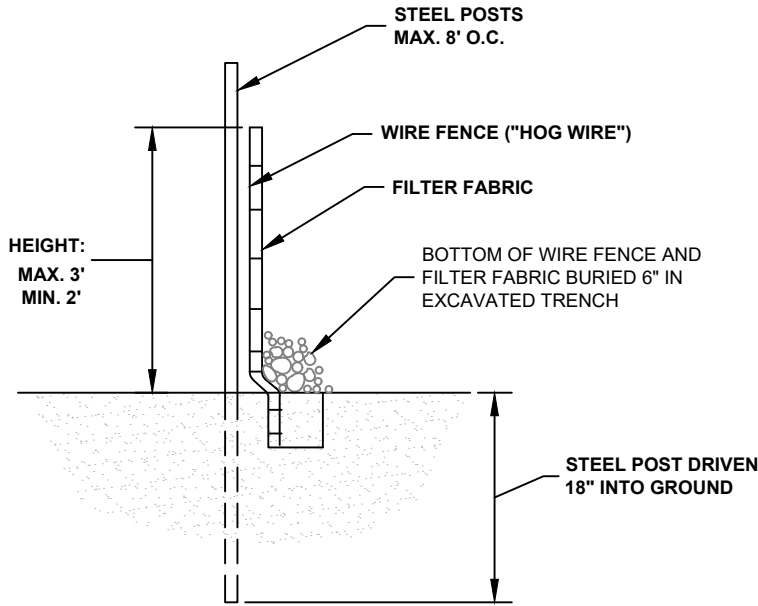
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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1

C4

SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

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ALPHARETTA, GA 30009
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014616004

DRAWN BY: CHECKED BY:

WJW

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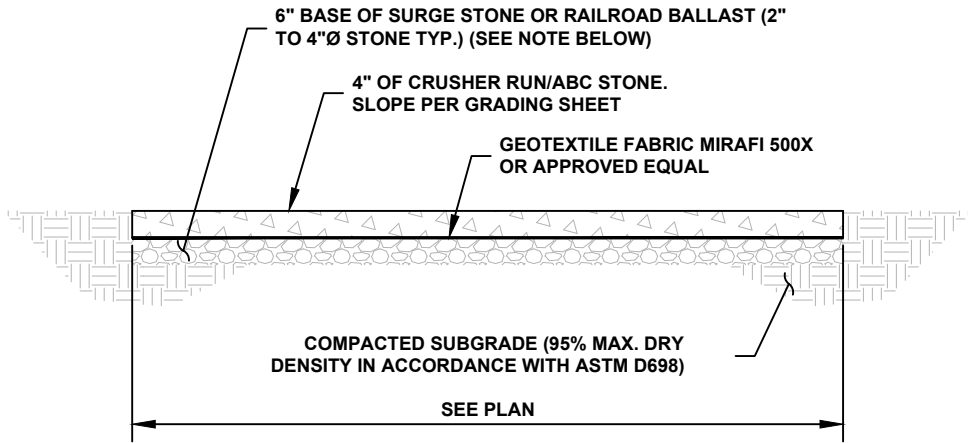
SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

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NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE GRAVEL COMPOUND, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"Ø STONE TYP.)

1 GRAVEL COMPOUND DETAIL
C5 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



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ALPHARETTA, GA 30009
PHONE: 770-619-4280
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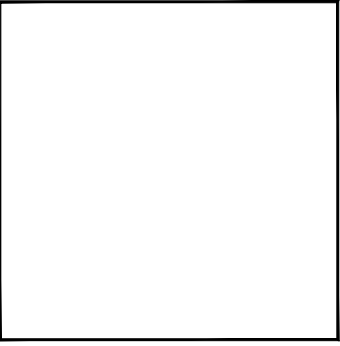
PLANS PREPARED FOR:



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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

GRAVEL
COMPOUND
DETAIL

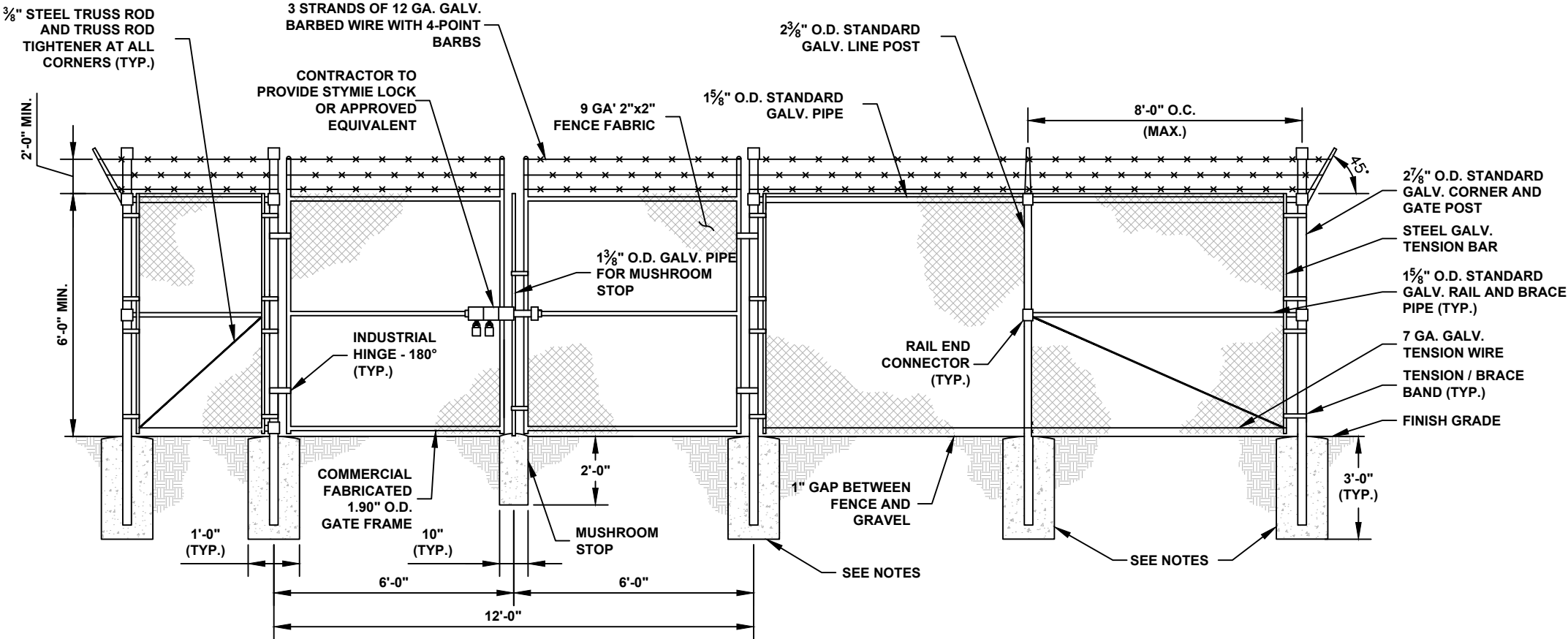
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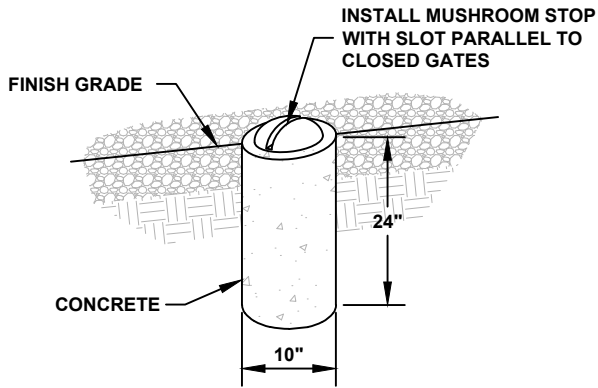
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FENCE NOTES:

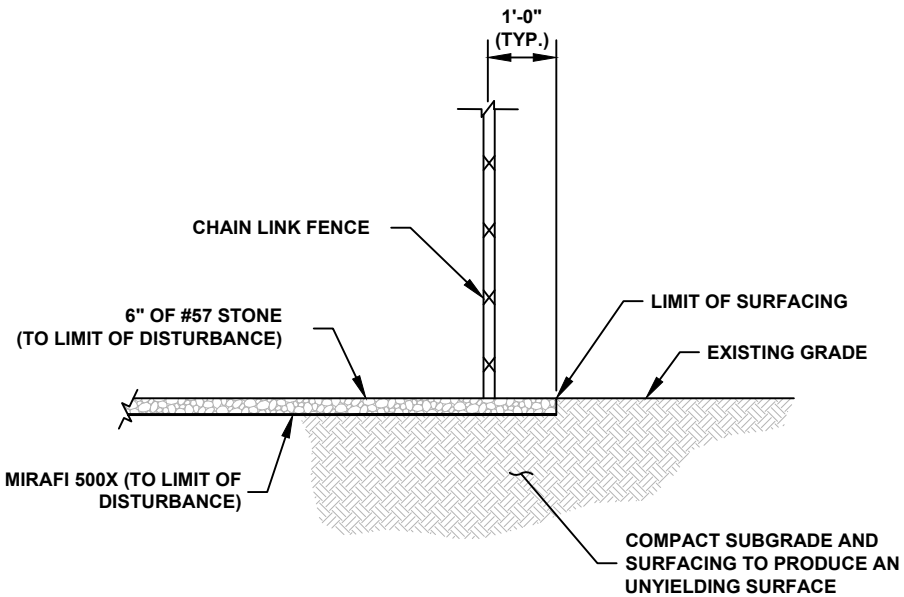
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



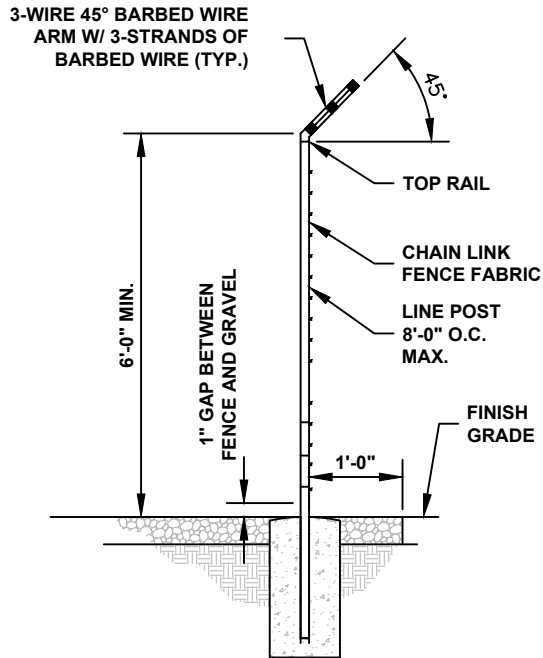
1 CHAIN LENK FENCE AND GATE ELEVATION
C6 NOT TO SCALE



2 MUSHROOM STOP
C6 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL
C6 NOT TO SCALE



4 SECTION AT FENCE
C6 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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DRAWN BY: CHECKED BY:

WJW

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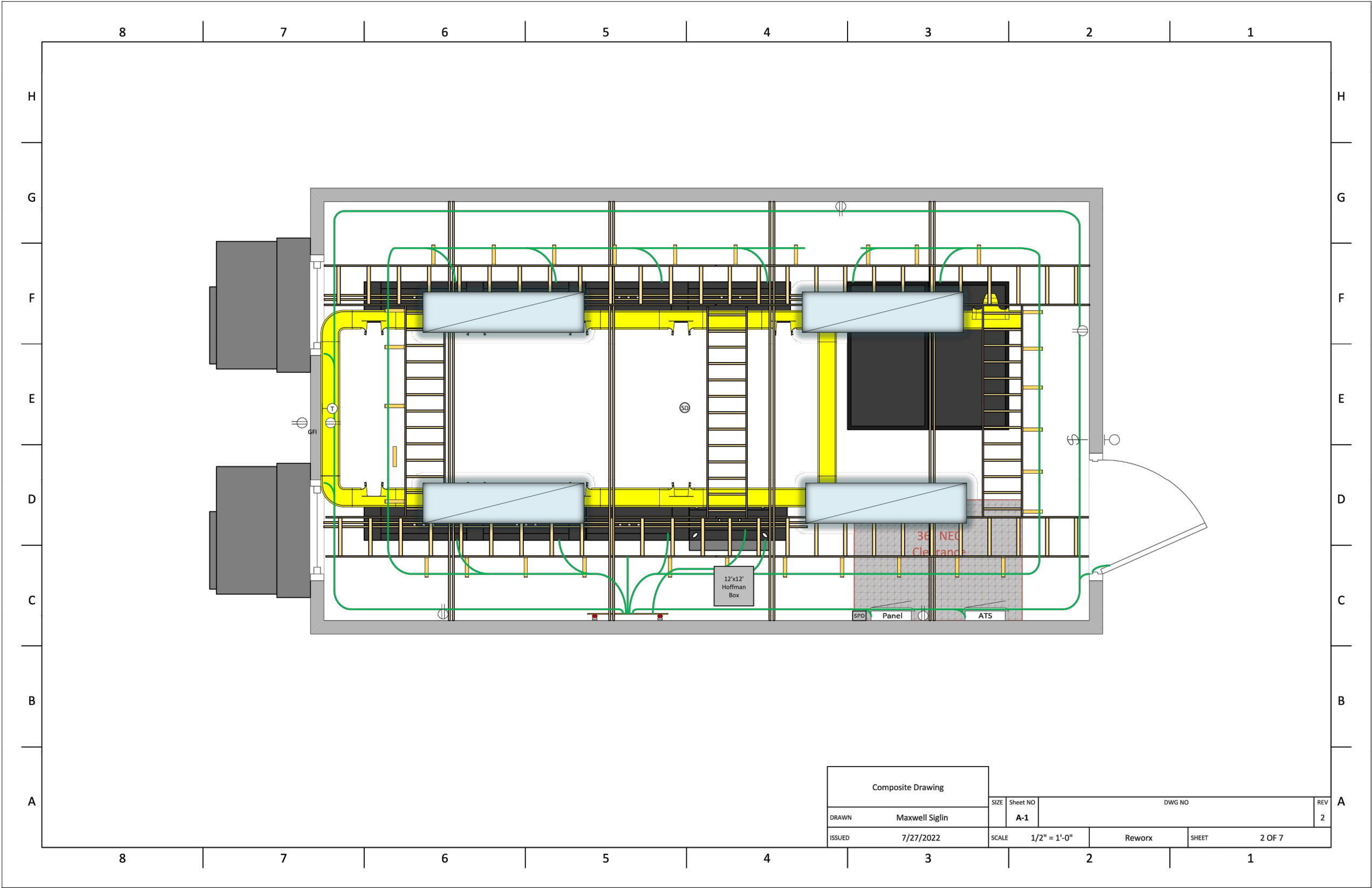
SHEET TITLE:

**FENCE, GATE AND
COMPOUND
DETAILS**

SHEET NUMBER:

C6

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1
C7

CELL SITE SHELTER DRAWINGS

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
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DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

FIBER SHELTER
ELEVATIONS

SHEET NUMBER:

C7

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FOUNDATION NOTES

1. GENERAL
- 1.1

FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- 1.2

EXCAVATE A MINIMUM 42" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL.
- 1.3

PERIMETER FOOTING FOR THE SHELTER AND GENERATOR FOUNDATIONS MUST BE A MINIMUM DEPTH OF 42" BELOW FINISH GRADE.
- 1.4

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- 1.5

CONTRACTOR TO CUT/FILL FOUNDATION TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL MATERIALS SHALL ACHIEVE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE UNITI PROJECT MANAGER.
2. MATERIALS
- 2.1

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.2

CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.3

REINFORCING BARS SHALL CONFORM TO THE LATEST REVISION OF ASTM-A615 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318.
- 2.4

TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.5

CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.6

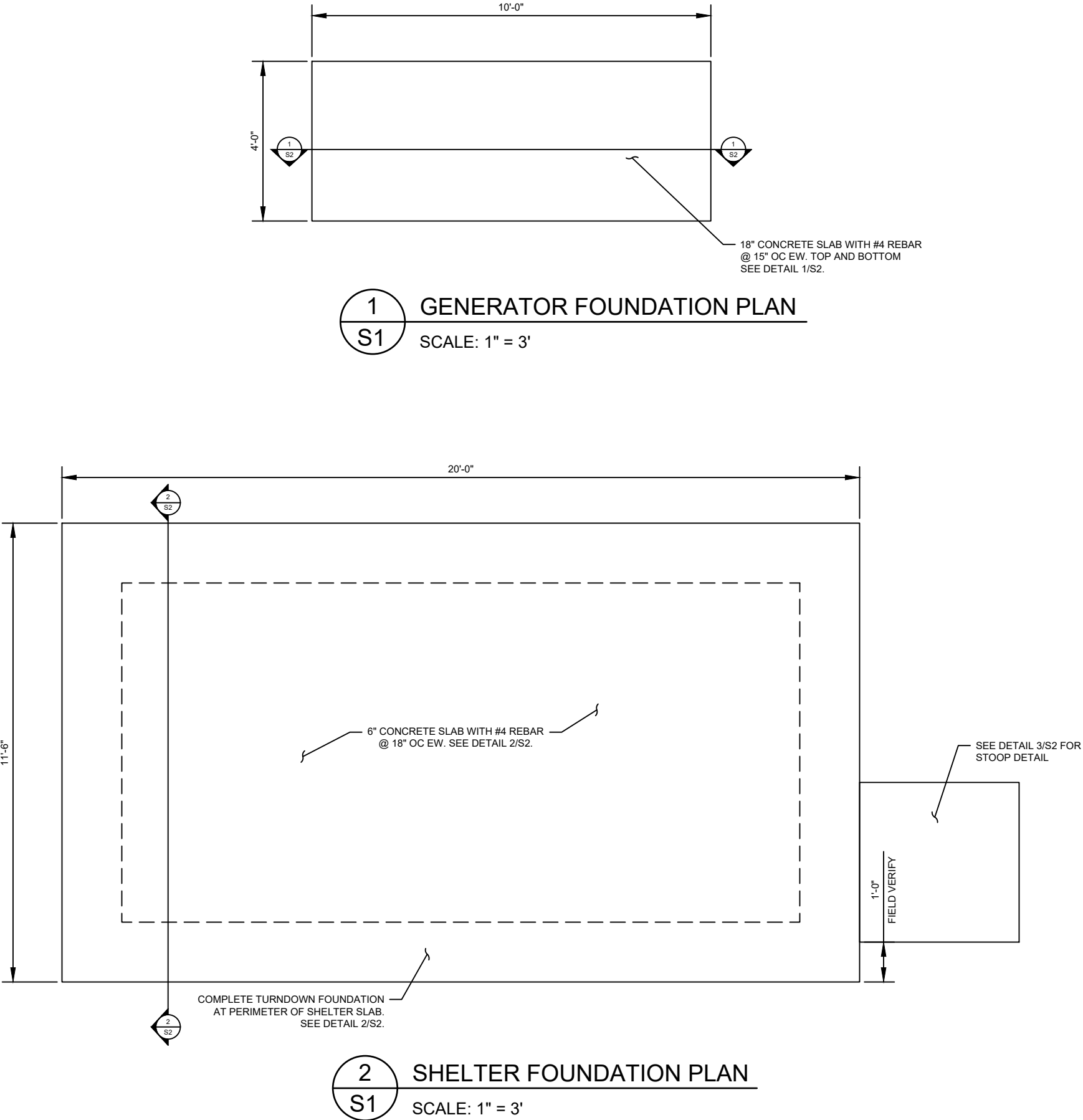
CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION.
- 2.7

CONCRETE REINFORCEMENT SHALL HAVE THE FOLLOWING PROTECTIVE COVER:

• CONCRETE PLACED AGAINST EARTH OR GROUND....3"

• ALL OTHER LOCATIONS....2"
3. TOLERANCES
- 3.1

TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

REV:____DATE:____ISSUED FOR:____BY:____

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KHA PROJECT NUMBER:

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WJW

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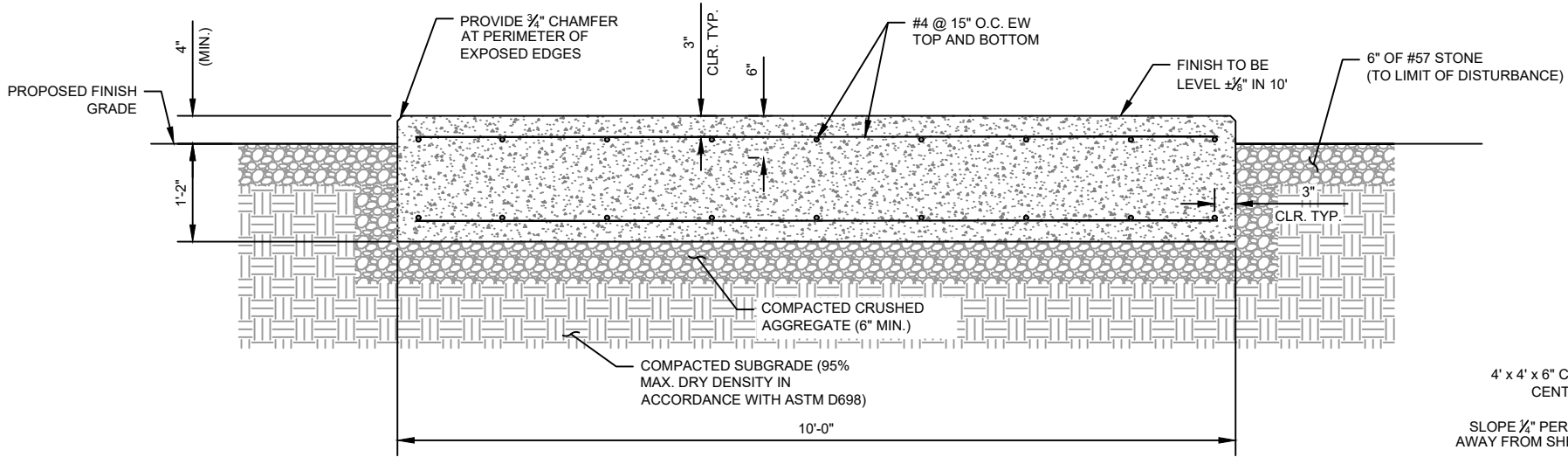
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FOUNDATION PLAN

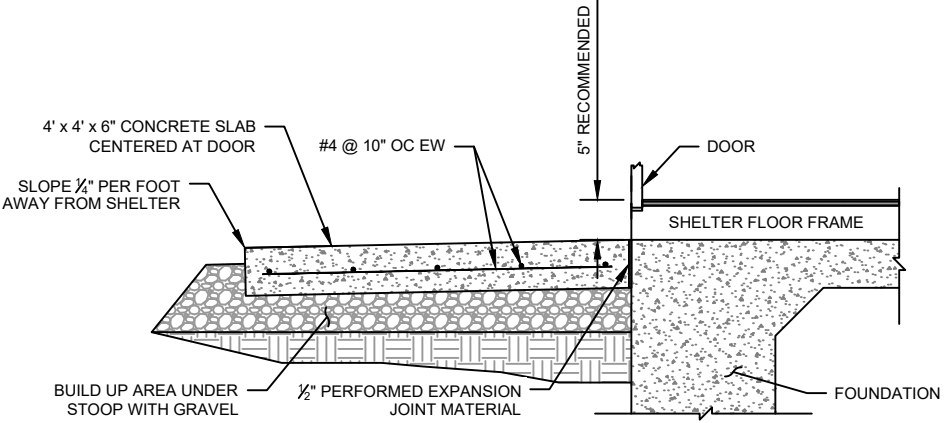
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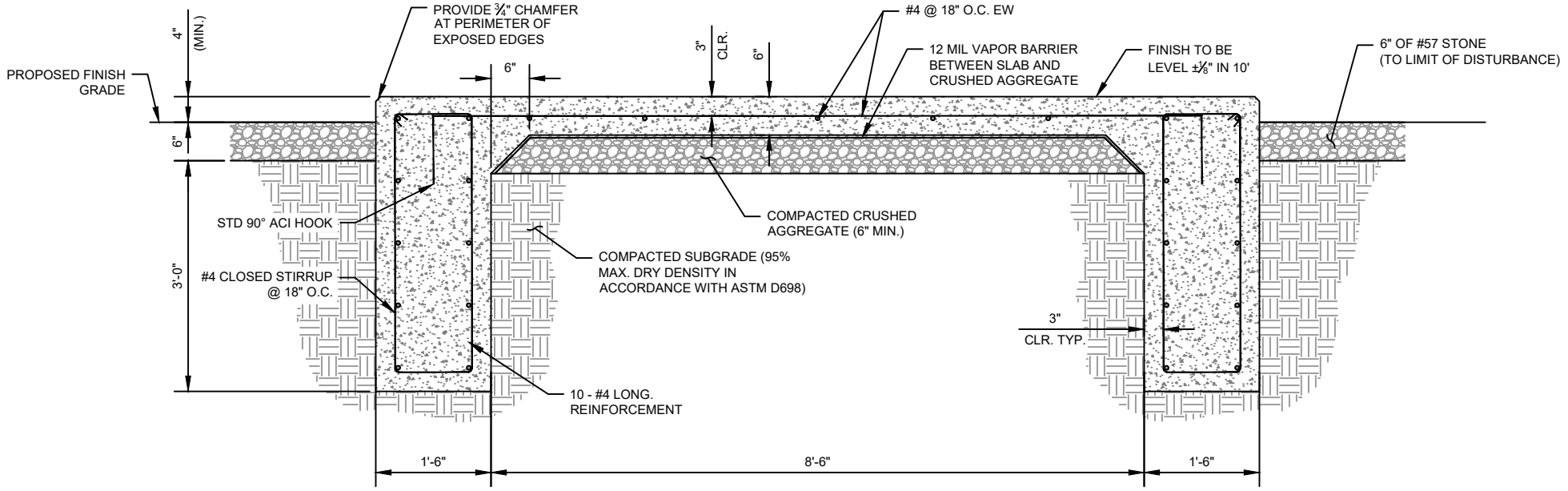
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1 GENERATOR FOUNDATION DETAIL
S2 SCALE: 1" = 2'



3 STOOP DETAIL
S2 SCALE: 1" = 2'



2 SHELTER FOUNDATION DETAIL
S2 SCALE: 1" = 2'



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DRAWN BY: CHECKED BY:

WJW TRN

SHEET TITLE:

FOUNDATION
DETAILS

SHEET NUMBER:

S2

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW UNITI EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE COMPOUND OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 30kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 30kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



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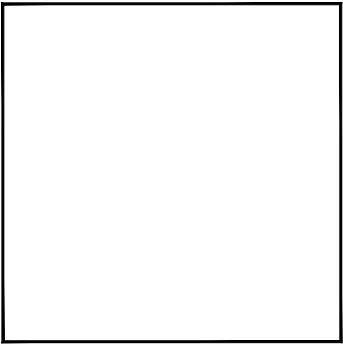
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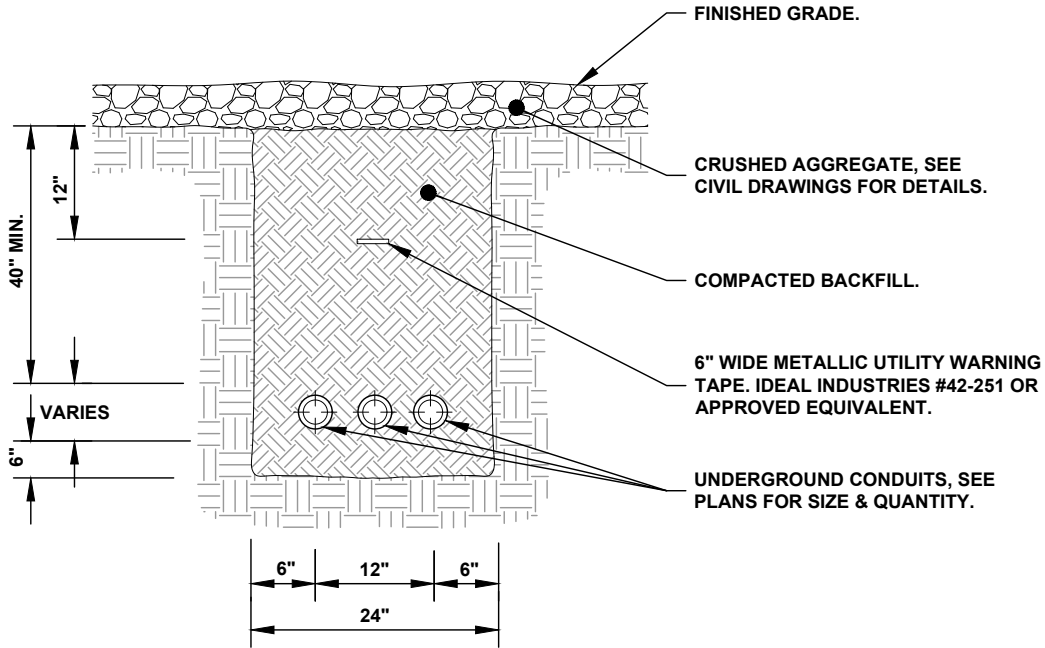
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NOTES

SHEET NUMBER:

E1

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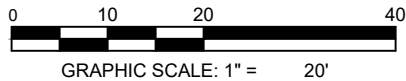
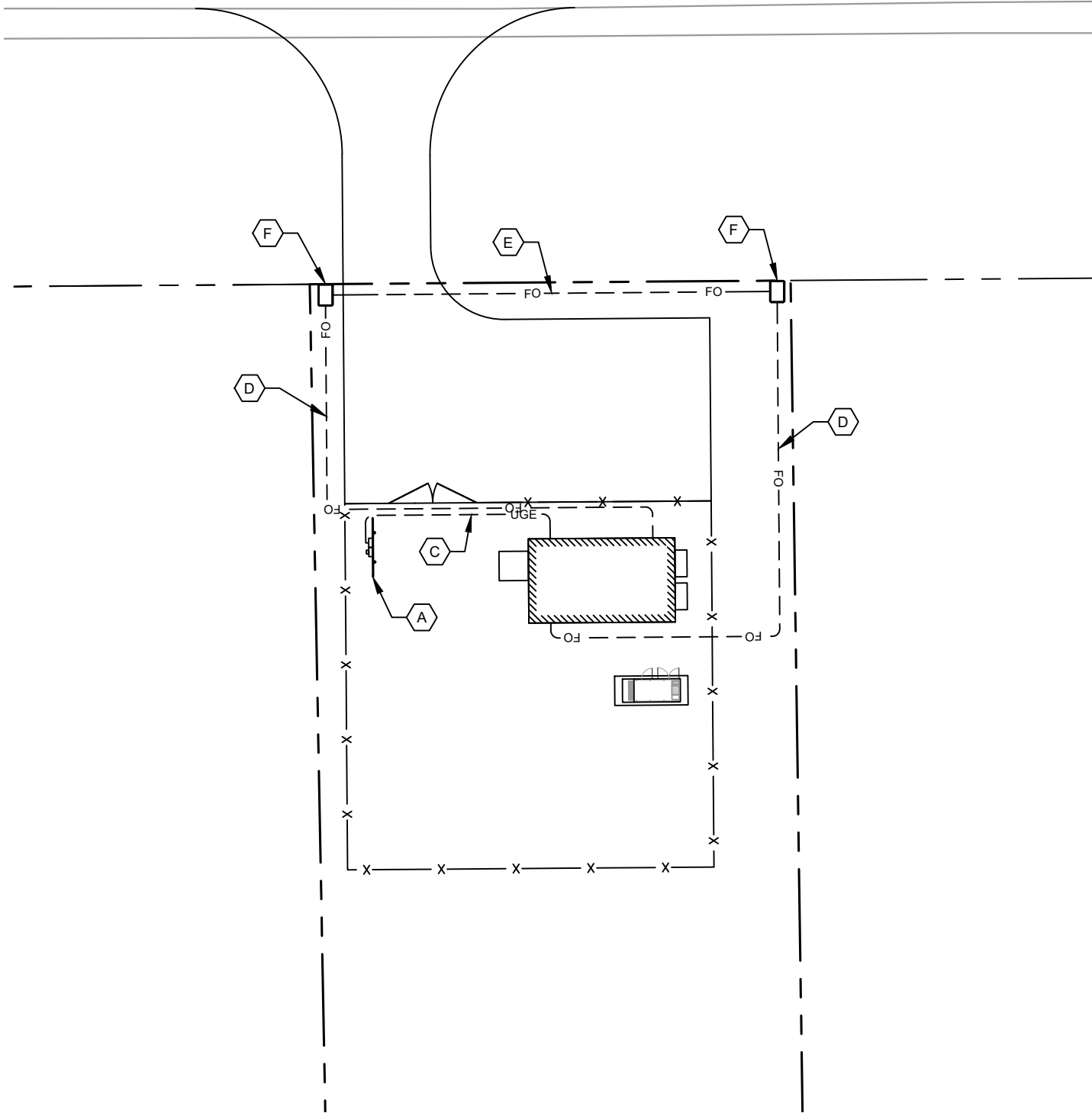
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE METALLIC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2
E2
TYPICAL TRENCH DETAIL
NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & EQUIPMENT

- (A) UTILITY METER H-FRAME (SEE DETAIL 1/E3)
- (B) TWO (2) 2" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (TBD± LF) (SEE TRENCH DETAIL 2/E2)
- (C) ONE (1) 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO SHELTER (32± LF) (SEE TRENCH DETAIL 2/E2)
- (D) TWO (2) 3/4" PVC FIBER CONDUITS FROM PROPOSED SHELTER TO HANDHOLE AT RIGHT OF WAY (154± LF) (SEE TRENCH DETAIL 2/E2)
- (E) ONE (1) 4" PVC FIBER CONDUIT TO CONNECT HAND HOLES (60± LF) (SEE TRENCH DETAIL 2/E2)
- (F) TRAFFIC RATED HAND HOLE. PROVIDE TRAFFIC RATED HAND HOLE AT SPACING NO MORE THAN 400' OR AFTER THREE (3) 90° BENDS

1
E2
UTILITY ROUTING PLAN
SCALE: 1" = 20'



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SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
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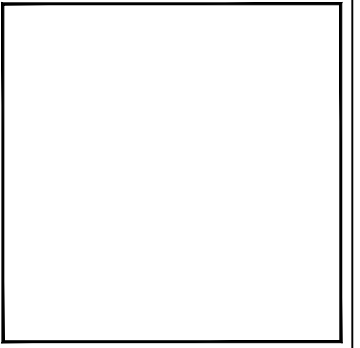
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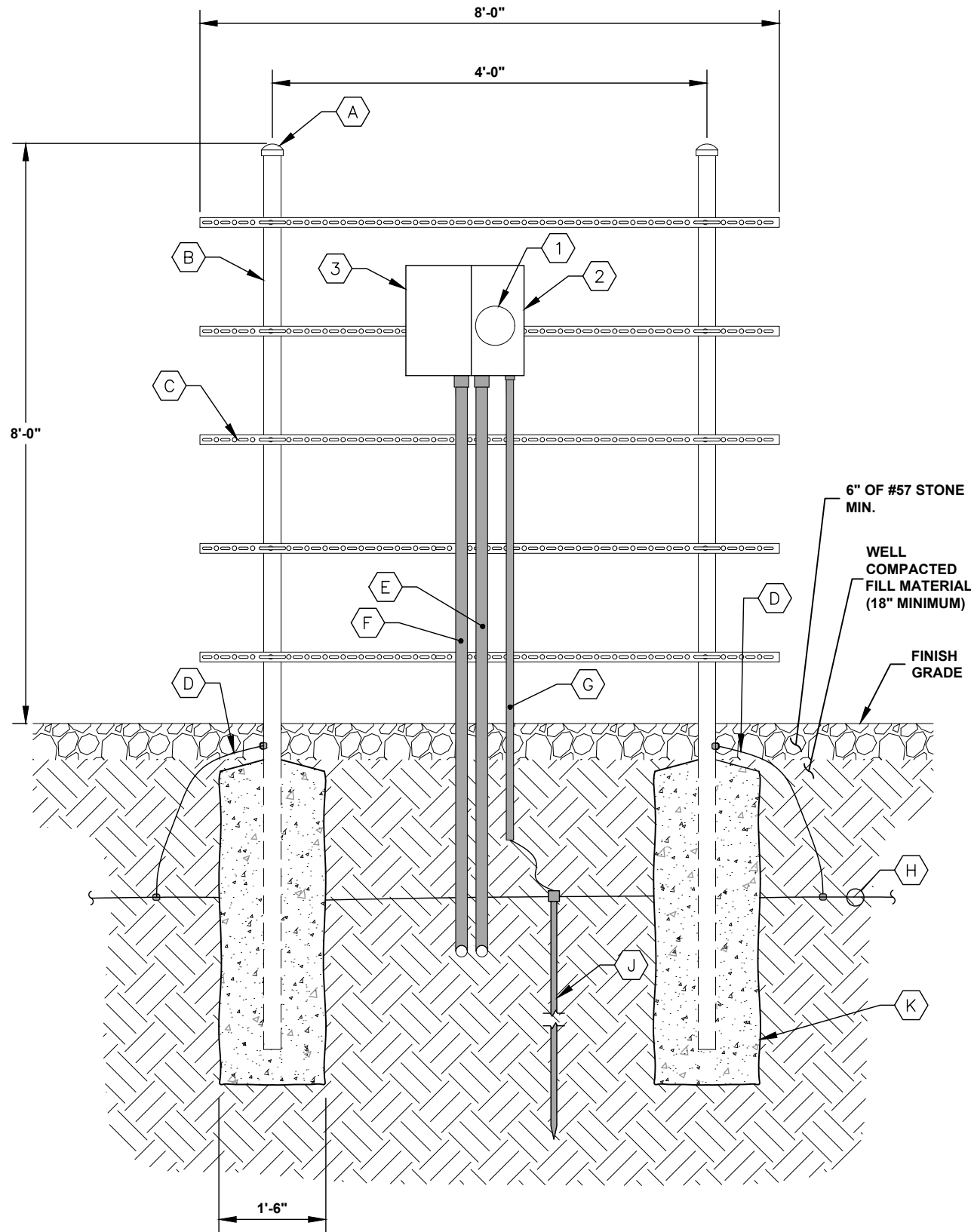
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UTILITY ROUTING
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1 METER RACK DETAILS
E3 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 2" PVC CONDUIT, ROUTED BY UTILITY, TO NEW 200A, 1-GANG METER CENTER FOR NEW SINGLE PHASE, 120/240V SERVICE.
- F 2" PVC CONDUIT WITH THREE (3) 3/0 AWG AND ONE (1) #4 AWG GREEN INSULATED GROUND CONDUCTOR FOR ROUTING POWER TO PANEL LOCATED IN PROPOSED SHELTER.
- G ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- H GROUND RING (SEE DETAIL 1/E5).
- J GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E5 & 2/E6).
- K CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- 2 200 AMP, 22KAIC, SINGLE GANG, SERVICE ENTRANCE RATED METER MAIN IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- 3 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.



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LICENSER:



KHA PROJECT NUMBER:

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WJW

TRN

SHEET TITLE:

METER RACK
PROFILE

SHEET NUMBER:

E3

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 36" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 36" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. COMPOUND GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR COMPOUND GROUND RING.
5. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
6. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
7. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
12. BOND H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
13. BOND SHELTER TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
14. NOTIFY UNITI CONSTRUCTION MANAGER TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
15. REFER TO COMPOUND GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
16. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

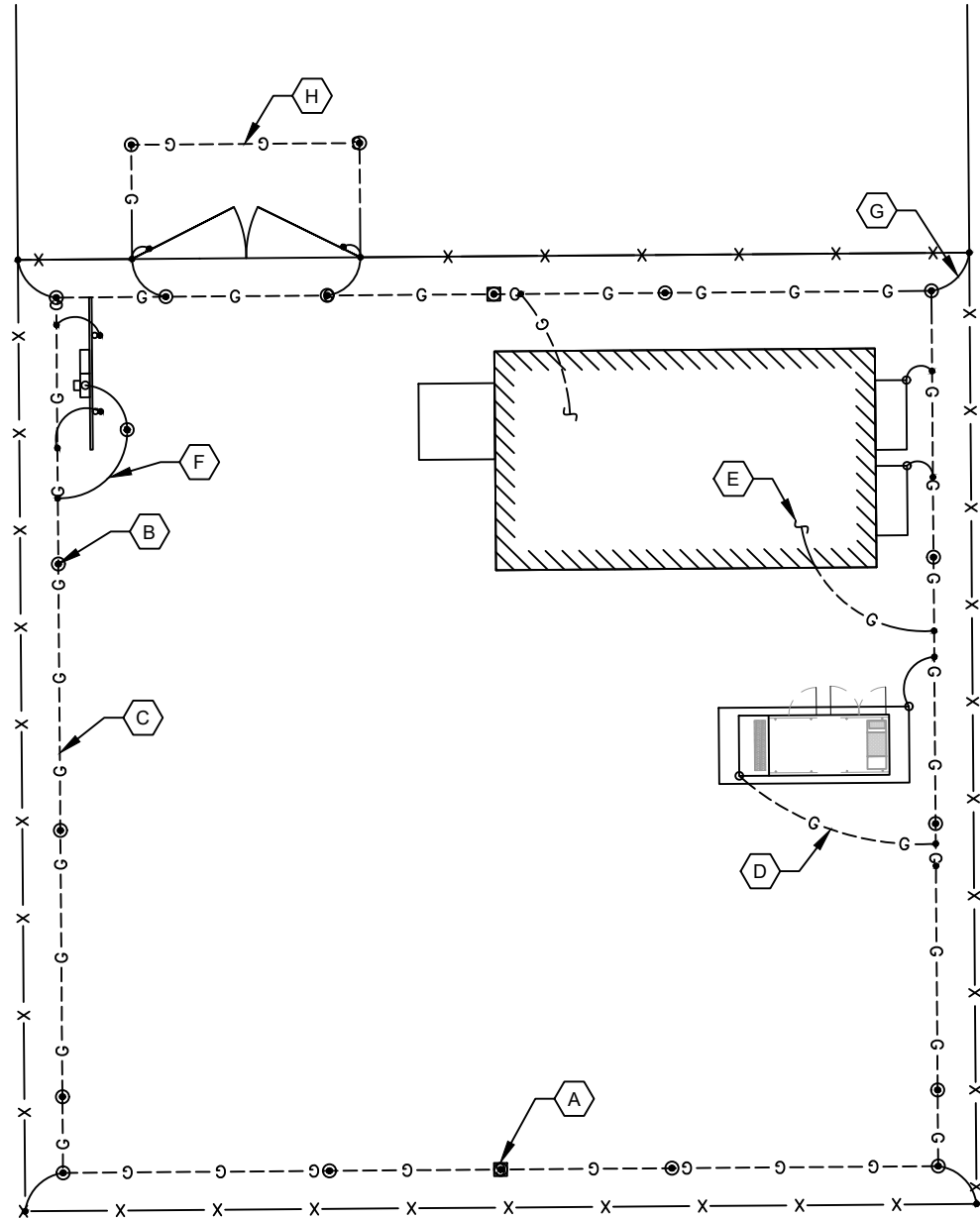
SHEET TITLE:

GROUNDING
NOTES

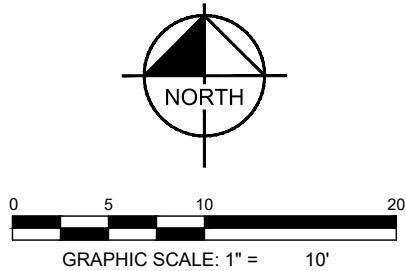
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E4

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1
E5
GROUNDING PLAN
SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E6).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E6 AND NOTE 2 E4).
- (C) COMPOUND GROUND RING (SEE NOTES 1, 3, AND 4 ON E4).
- (D) GENERATOR GROUNDING, TYPICAL (SEE NOTE 7 ON E4).
- (E) SHELTER GROUNDING, TYPICAL (SEE NOTE 13 ON E4).
- (F) UTILITY H-FRAME GROUNDING, TYPICAL. (SEE NOTE 12 ON E4).
- (G) FENCE POST GROUNDING, TYPICAL (SEE NOTE 11 ON E4).
- (H) GATE GROUNDING, TYPICAL (SEE NOTES 8, 9, AND 11 ON E4).

LEGEND:

- G --- G --- GROUND RING
- G --- G --- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E6)
- MECHANICAL CONNECTION



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
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DRAWN BY: CHECKED BY:

WJW

TRN

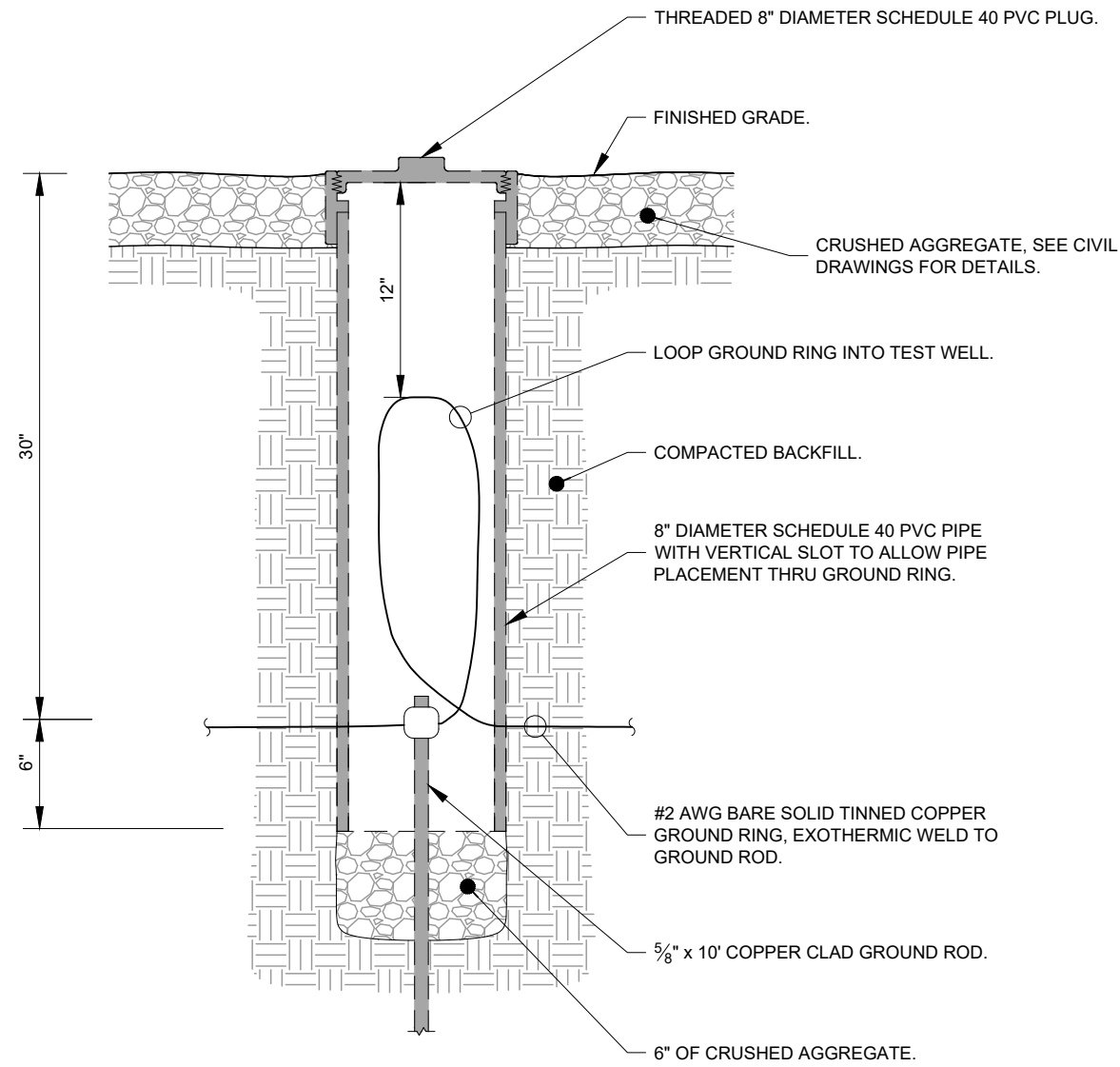
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GROUNDING PLAN

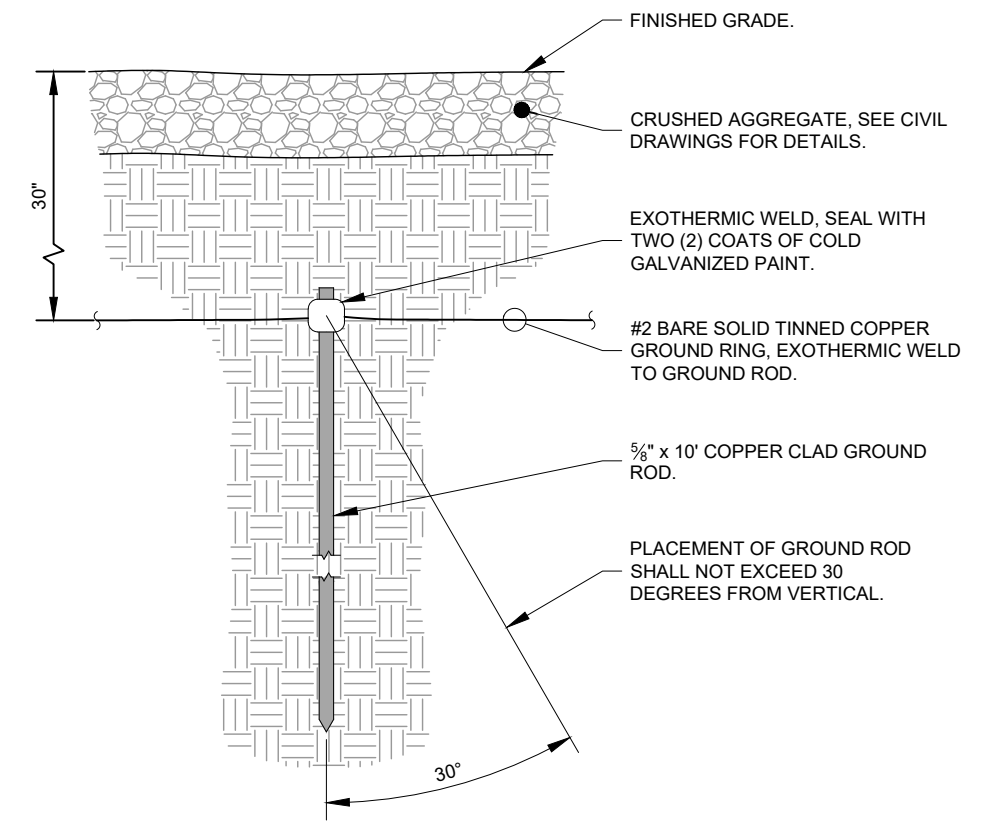
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1 GROUND ROD TEST WELL DETAIL
E6 NOT TO SCALE



2 GROUND ROD INSTALLATION DETAIL
E6 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

WJW

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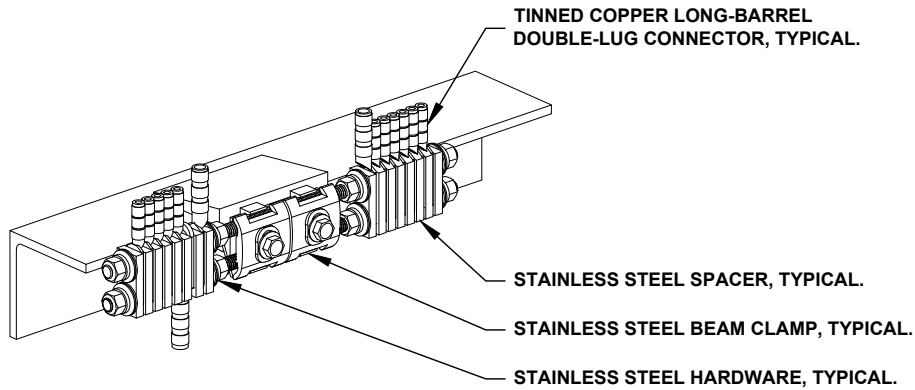
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GROUNDING
DETAILS

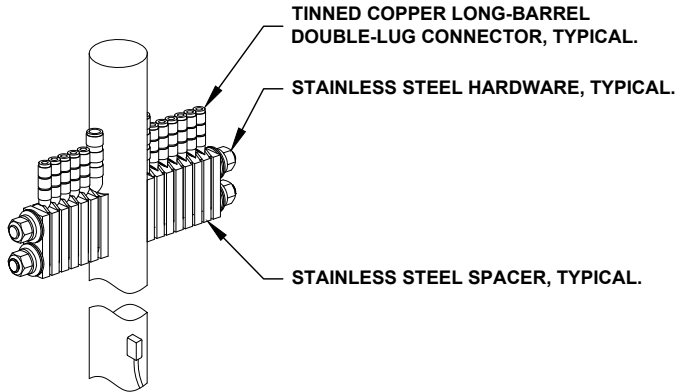
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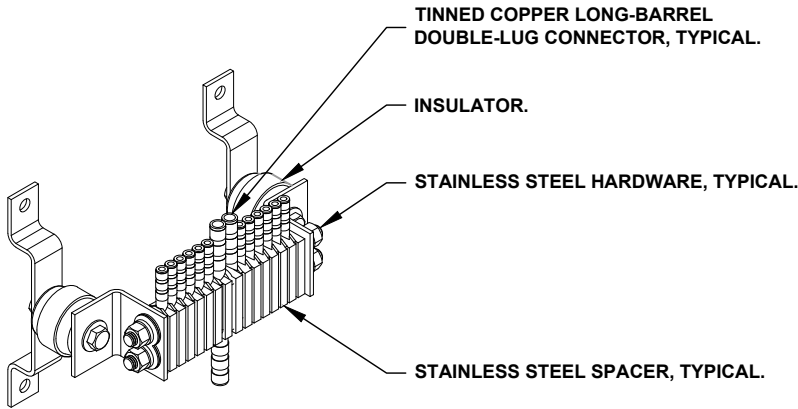
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1 BAR NONE GROUDNED BEAM CLAMP (TDSGA-BC14)
E7 NOT TO SCALE



2 BAR NONE POST MOUNTED (TDSGA-PA14)
E7 NOT TO SCALE



3 BAR NONE INSULATED (TDSGA-WB17)
E7 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GROUNDING
DETAILS**

SHEET NUMBER:

E7

INDEX LEGEND	
LOCATION:	Part of Lot "2" of Northeast Industrial Park Plat No. 1
REQUESTOR:	WEATHERFIELD REALITY GROUP, LLC
PROPRIETOR:	TIM COEFIELD
SURVEYOR:	Matthew T. Mokanyk
SURVEYOR COMPANY:	Landtech Professional Surveying & Engineering
RETURN TO:	P.O. BOX 193, Grawn, MI 49637 mattm@landtechps.com

PLAT OF SURVEY

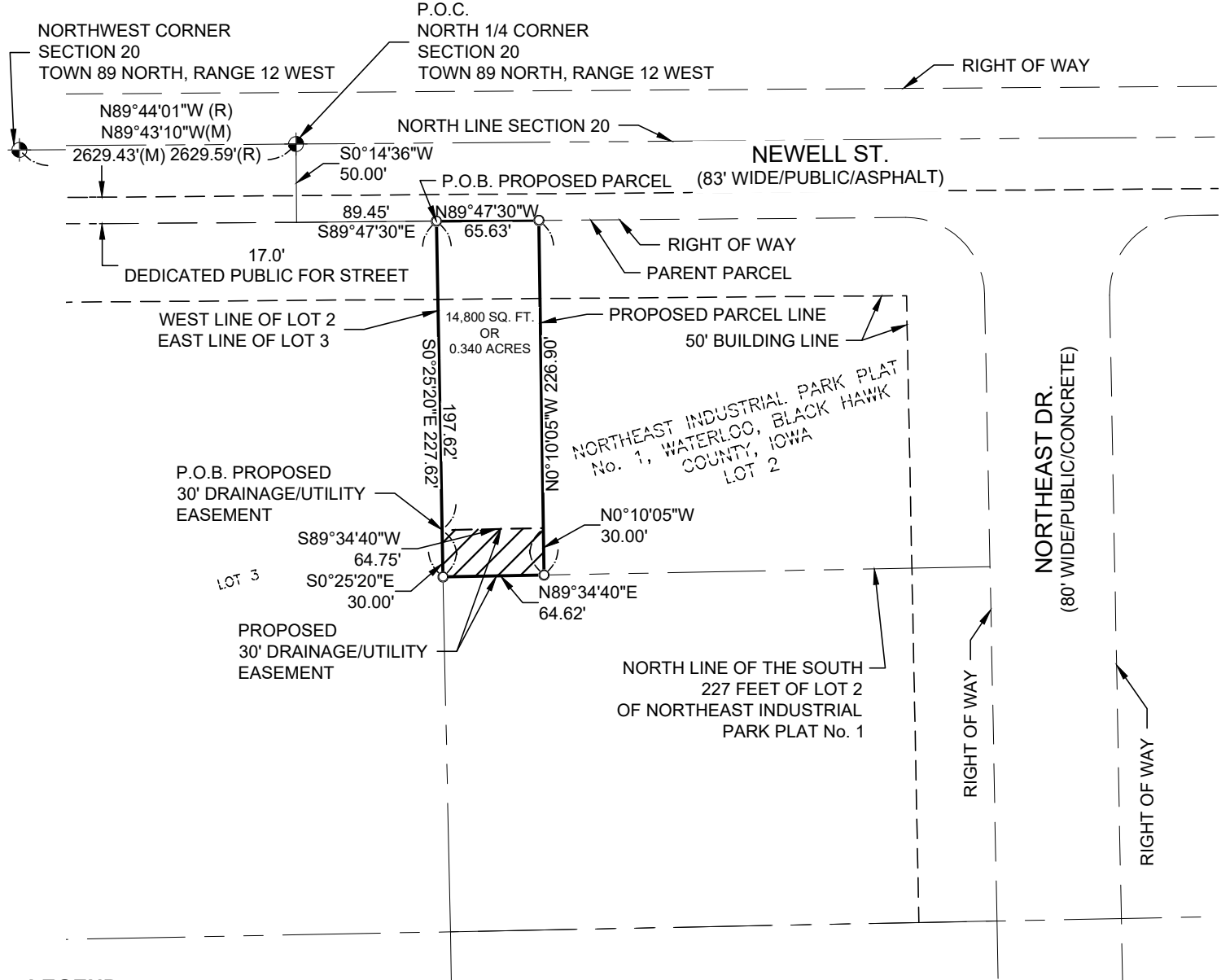
PLAT OF SURVEY SHOWING LOT "2", OF NORTHEAST INDUSTRIAL PARK PLAT NO. 1

PARCEL 1 DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST ALONG SAID LINE A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.

30" WIDE DRAINAGE/UTILITY EASEMENT:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 197.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'20" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°34'40" WEST A DISTANCE OF 64.75 FEET TO THE POINT OF BEGINNING.



LEGEND

- IDOT MONUMENT
- 5/8" REBAR FOUND (UNLESS NOTED)
- 5/8" CAPPED REBAR
- #18019 SET

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MATTHEW T. MOKANYK
IOWA P.S. #18019
MY LICENSE RENEWAL DATE IS _____

DATE



"Those who know use Landtech"

LANDTECH

PROFESSIONAL SURVEYING & ENGINEERING

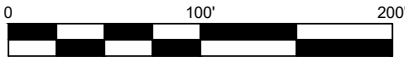
AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, MI, MN, MO, NE, NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI

231-943-0050 ph 231-943-0051 fax 877-520-LAND toll free
www.landtechps.com www.towersurveyors.com

SHEET 1 OF 1



SCALE: 1"=100'





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Sale and conveyance of city-owned property to Weatherfield Realty Group, LLC, in the amount of \$1.00, with a Development Agreement and Minimum Assessment Agreement of \$100,000.00, located north of 2365 Northeast Drive, for the construction of a new 230 square foot telecommunication facility.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Weatherfield Realty Group has been looking for a small lot to construct a 230 square foot telecommunication facility. The City has identified a location within the Northeast Industrial Park that will suit their needs.

NEIGHBORHOOD IMPACT

The site is zoned for industrial uses and is currently being farmed. There is no anticipated negative impact on the neighbors.

DATA, ANALYSIS, AND STRATEGIES

The lot in question has been platted since 1996. All of the infrastructure to the lot is in place. The project is proposed on approximately 0.33 acres of the 1.18 acre site.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

The project is located within the Northeast Industrial Park that is zoned M-2,P, Planned Industrial District. This zoning does require site plan approval by the Planning and Zoning Commission along with City Council.

COMMUNITY ENGAGEMENT METHODS

The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups.

SOURCE OF EXPENDITURES

TIF - Closing Costs

ALTERNATIVE ACTION

Deny the Request

LEGAL DESCRIPTION

The Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Weatherfield Realty Group, LLC Development Agreement
2. Map of Telecommunication Site
3. Weatherfield Waterloo Site plan Final
4. Weatherfield plat of survey

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2023 by and between Weatherfield Realty Group LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the Northeast Industrial Area Urban Renewal and Redevelopment Plan area ("Urban Renewal Area").
- B. Company is willing and able to finance and erect structures and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit "A" attached hereto (the "Property").
- C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of \$1.00 (the "Purchase Price"). Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City

except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Improvements by Company.** Company shall construct on the Property a 230-square foot telecommunications facility, as well as related landscaping, paving, signage and parking improvements (collectively, the “Improvements”), in accordance with the Plans as provided in Section 3. Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company’s purposes as contemplated by this Agreement are collectively referred to as the “Project”.

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the “Plans”) that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the “Modified Plans”) to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to

constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. Timeliness of Conveyance and Construction; Possibility of Reverter.

The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and thereafter Substantially Complete construction within six (6) months after conveyance of the Property to Company (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and City has verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination and/or reverter of title. If development has not been Substantially Completed by the Completion Deadline or within any agreed period of extension and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each such condition or event being an

“Unavoidable Delay”), the requirement that construction is to be Substantially Completed by the Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay. If construction is not Substantially Completed by the Completion Deadline or within the allowed period of extension, then City may terminate this Agreement following Company’s failure to diligently undertake construction within thirty (30) days following written notice of default from City. If at any time Company fails to diligently undertake construction and other activities necessary to Substantially Complete the Improvements, then City may terminate this Agreement following Company’s failure to resume and diligently carry on construction within thirty (30) days following written notice of default from City. After City terminates this Agreement, City shall have no further obligations to Company under this Agreement, and City shall have no duty to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 4, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, “Liens”) arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company’s behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company’s failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attach(es) to the Property by virtue of Company’s ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys’ fees, incurred by City. Company’s duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

6. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company’s completion of the Improvements and of which Company notifies City before Company executes any such mortgage. Company

may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$100,000.00 (the "Minimum Actual Value"), through:

- (a) willful destruction of the Property, the Improvements, or any part of either;
- (b) a request to the assessor of Black Hawk County; or
- (c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

9. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During construction of the Improvements and thereafter until the MAA termination date Company will cooperate fully with the City in resolution of

any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. Until the MAA termination date Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. The Property will have an assessed value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA and any amendments thereto.

G. Until the MAA termination date Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

10. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

11. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Company is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

F. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in

any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

12. Indemnification and Releases.

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

13. Obligations Contingent. Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value

thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

14. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

15. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished

by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

16. Remedies.

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Contingent Indemnification. In any circumstance where the Property is conveyed to City pursuant to Section 16.A above, Company agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this paragraph and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this paragraph shall survive the expiration, termination or cancellation of this Agreement for any reason.

D. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

17. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

18. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

19. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

20. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at [REDACTED],
Attention: Manager.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) four (4) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

21. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

22. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

23. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

24. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

25. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

26. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

27. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

28. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or

contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

29. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

WEATHERFIELD REALTY GROUP
LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Tim Coefield, Manager

Attest: _____
Kelley Felchle, City Clerk

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

Tim Coefield

EXHIBIT "A"

Legal Description of Property

The Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2023, by and among the CITY OF WATERLOO, IOWA ("City"), WEATHERFIELD REALTY GROUP LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Northeast Industrial Area Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$100,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2023 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2028. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

- (c) request the Assessor to reduce the Minimum Actual Value; or
- (d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or
- (e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

[signatures on next page]

WEATHERFIELD REALTY GROUP

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

By: _____
Tim Coefield, Manager

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

Assessor for Black Hawk County, Iowa

Date

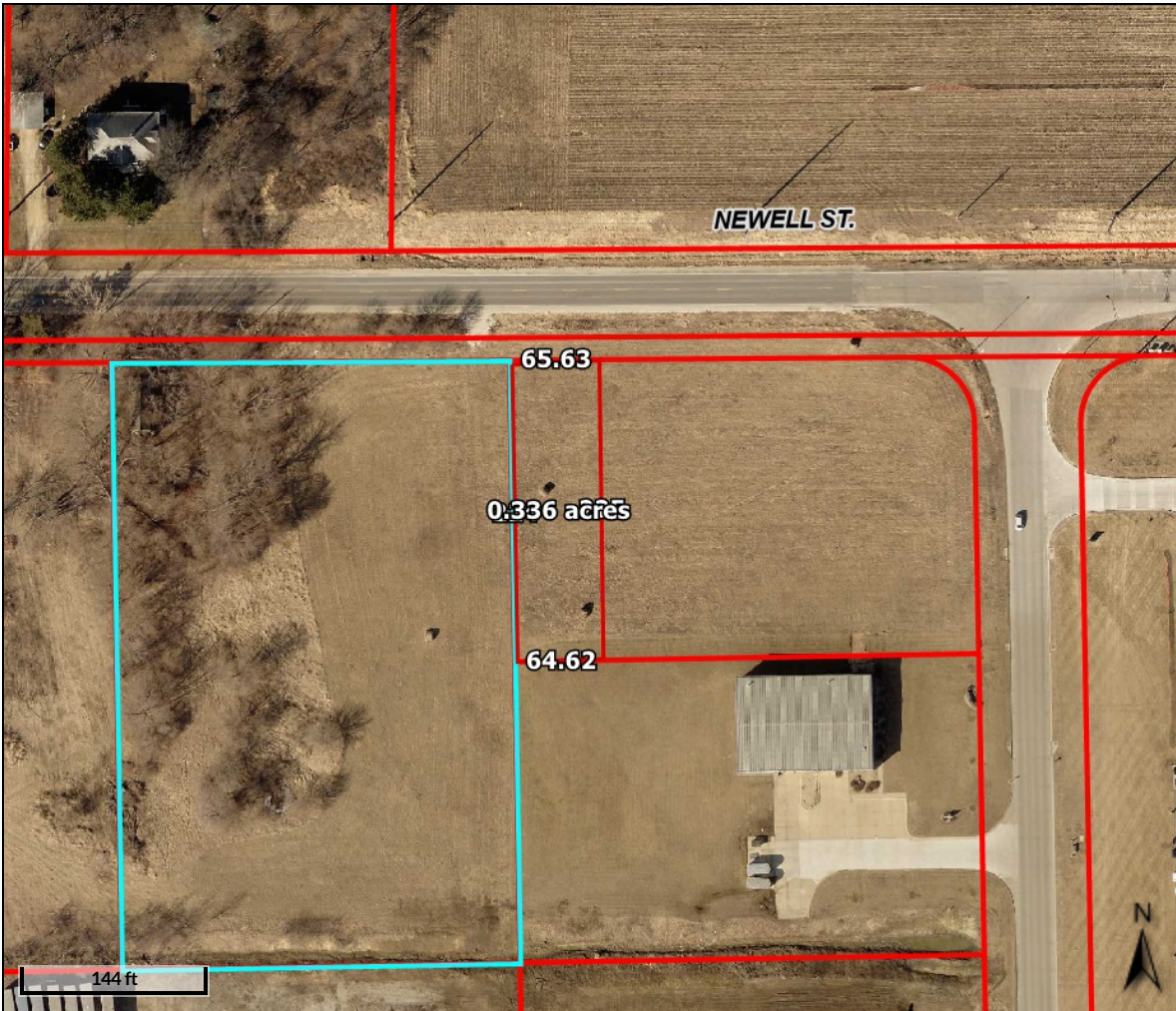
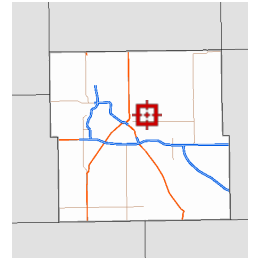
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2023 by T.J.
Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public

**Beacon**TM

Black Hawk County, IA

**Overview****Legend**

- Water
- Parcels

Parcel ID	891220126006	Alternate ID	n/a	Owner Address	CITY OF WATERLOO
Sec/Twp/Rng	n/a	Class	C		715 MULBERRY ST
Property Address		Acreage	n/a		WATERLOO, IA 50703
District	940001				
Brief Tax Description	NORTHEAST INDUSTRIAL PARK PLAT 1 LOT 3				
	(Note: Not to be used on legal documents)				

These maps do not represent a survey. No liability is assumed for the accuracy of the data delineated herein, either expressed or implied by Black Hawk County, the Black Hawk County Assessor or their employees. These maps are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for local government purposes. See the recorded documents for more detailed legal information.

Date created: 12/27/2022

Last Data Uploaded: 12/27/2022 1:17:31 AM

Developed by Schneider
GEOSPATIAL

K:\ATL_Wireless\Reworx\Waterloo\CAD\CDS\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

PREPARED FOR:



SITE NAME:

WATERLOO

SITE ADDRESS (E-911 TO BE VERIFIED)

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY
LATITUDE: 42° 30' 45.44" N
LONGITUDE: 92° 17' 16.10" W
PARCEL ID: 891220201011
ZONING CLASSIFICATION: M-2,P

DEVELOPER
UNITI FIBER C/O
REWORX SERVICE GROUP, LLC.
PHONE: (678) 468-7580
EMAIL: TIM.COEFIELD@REWORXSG.COM
ATTN: TIM COEFIELD

PROPERTY OWNER
WEATHERFIELD REALITY GROUP, LLC
3766 POE DRIVE
VESTAVIA HILLS, AL 35223
PHONE: (678) 468-7580
ATTN: TIM COEFIELD

POWER PROVIDER
MIDAMERICAN ENERGY
PO BOX 4350
DAVENPORT, IA 52808-4350
PHONE: (800) 329-6261
ATTN: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 299-7052
ATTN.: TREVOR NEWTON, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	TITLE SHEET
-	SURVEY SHEET (1 OF 1)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING AND EROSION CONTROL PLAN
C4	GRADING AND EROSION CONTROL DETAILS
C5	GRAVEL COMPOUND DETAIL
C6	FENCE, GATE AND COMPOUND DETAILS
C7	FIBER SHELTER ELEVATIONS
S1	FOUNDATION PLAN
S2	FOUNDATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY ROUTING PLAN
E3	METER RACK PROFILE
E4	GROUNDING NOTES
E5	GROUNDING PLAN
E6	GROUNDING DETAILS
E7	GROUNDING DETAILS

SHEET INDEX

CITY OF WATERLOO PLANNING & ZONING
715 MULBERRY ST.
WATERLOO, IA 50703
PHONE: (319) 291-4366
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BLACK HAWK SHERIFF'S OFFICE
225 E 6TH ST
WATERLOO, IA 50703
PHONE: (319) 291-2587
ATTN.: NON-EMERGENCY BUSINESS

WATERLOO FIRE RESCUE (FIRE STATION 5)
617 NEVADA ST.
WATERLOO, IA 50703
PHONE: (319) 291-4465
ATTN.: NON-EMERGENCY BUSINESS



VICINITY MAP

JURISDICTION:
CITY OF WATERLOO
STATE:
IOWA

SCOPE OF WORK:
UNMANNED TELECOMMUNICATIONS FACILITY

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 19013C0193F DATED 07/18/11 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1

SITE INFORMATION

SITE ADDRESS:
NEWELL STREET
WATERLOO, IA 50703

PARCEL ID

891220201011

PARENT PARCEL DESCRIPTION (AS PROVIDED PER BLACK HAWK CO. GIS)

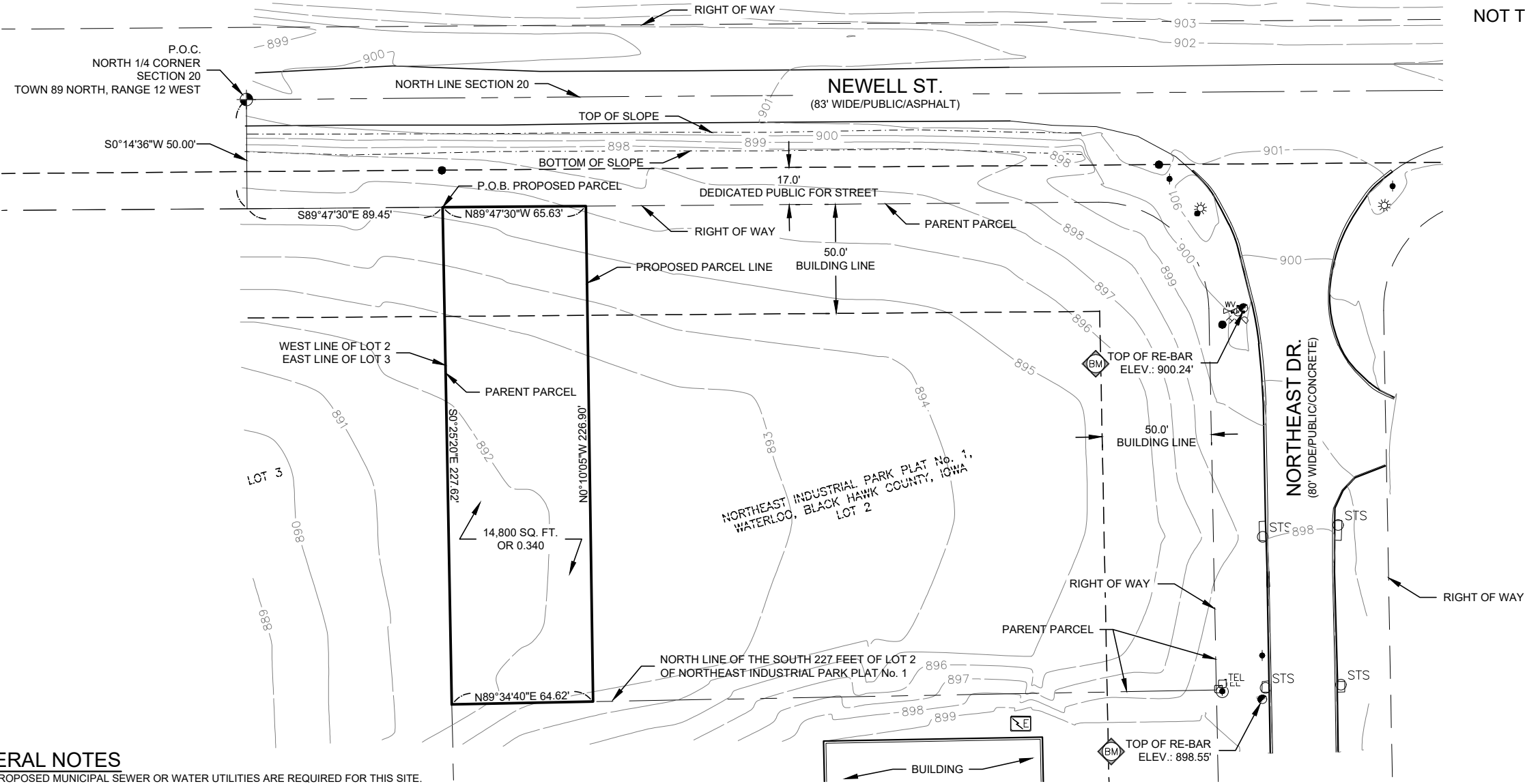
NORTHEAST INDUSTRIAL PARK PLAT NO 1 LOT 2 EXC S 227 FT.

PROPOSED PARCEL DESCRIPTION (AS SURVEYED)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.



VICINITY MAP
NOT TO SCALE



- IRON FOUND
- IRON SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- GPS MONUMENT
- MONUMENT BOX FOUND
- MONUMENT FOUND
- MONUMENT SET
- (R) RECORD
- (M) MEASURED
- STS STORM MANHOLE
- CATCH BASIN
- SQUARE CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- MONITOR WELL
- TELCO. MANHOLE
- POWER POLE
- GUY
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC HANDHOLE
- WATER VALVE
- HYDRANT
- GAS METER
- GAS MARKER
- GAS VALVE
- TELEPHONE PEDESTAL
- SIGN POST
- FENCE LINE
- BENCHMARK

LEGEND

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

GENERAL NOTES

- NO PROPOSED MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE.
- THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE PROPOSED INSTALLATION.
- NO SIGNIFICANT RUNOFF IS GENERATED BY THE PROPOSED INSTALLATION.

CERTIFICATION :

I MATTHEW T. MOKANYK CERTIFY THAT I HAVE SURVEYED AND MARKED THE PROPOSED EQUIPMENT INSTALLATION AND EXISTING FEATURES AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

Matthew T. Mokanyk

Matthew T. Mokanyk, P.S., P.E.
Iowa P.S. No. 18019

01/16/23

Date

BEARINGS BASIS: N89°47'30"W ALONG THE NORTH LINE OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST



SURVEY PLAN

SCALE: 1"=60'



LANDTECH PROJECT NUMBER: 22308159

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	01/16/23	PRELIMINARY DRAWINGS		RJH

DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (TABLOID/LEGAL) SIZED PAPER, WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

PROFESSIONAL SURVEYING & ENGINEERING

AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, LA, MI, MN, MO, NE, NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI

231.943.0050ph 877.820.LAND toll free

www.landtechps.com www.towersurveyors.com

WATERLOO

SITE ADDRESS:
715 MULBERRY ST.
WATERLOO, IA 50703
COUNTY: BLACK HAWK

Sheet Title:
SURVEY PLAN

Sheet Number:
S-1



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1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND UNITI SPECIFICATIONS, THE UNITI PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 SHELTER IS SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.08 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.09 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "IOWA ONE CALL SYSTEM" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 292-8989 (OR 811) ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.10 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.11 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY UNITI PROJECT MANAGER.
- 1.12 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER UNITI PROJECT MANAGER'S INSTRUCTIONS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

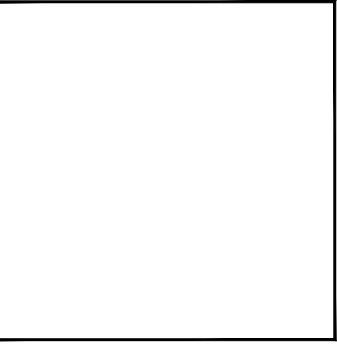
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

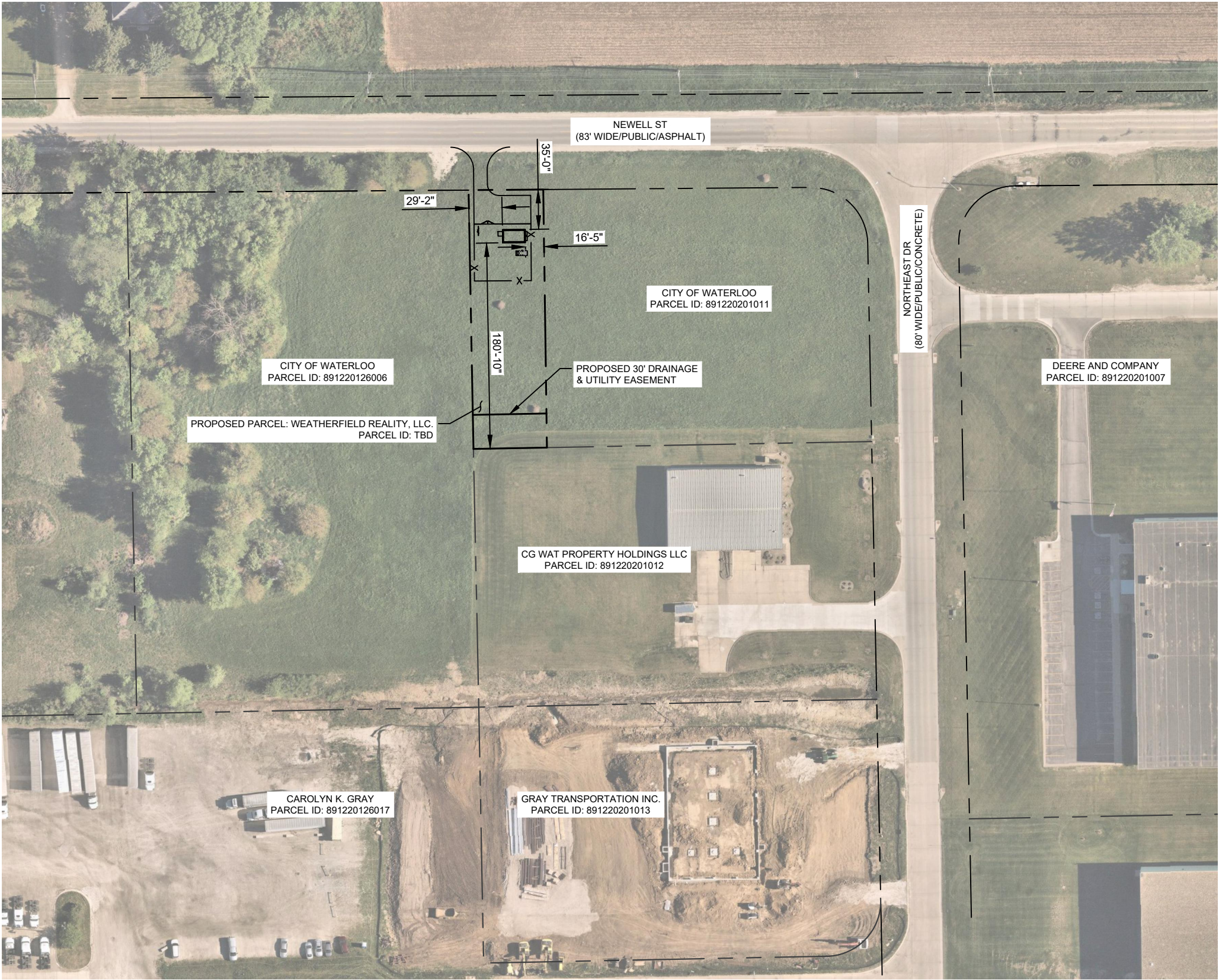
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

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SETBACKS TO PROPERTY LINES (FROM FIBER SHELTER)	
NORTH	35'-0"
SOUTH	180'-10"
EAST	16'-5"
WEST	29'-2"



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworkx
Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**OVERALL PARCEL
PLAN**

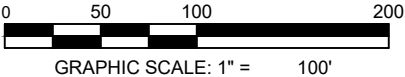
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C0

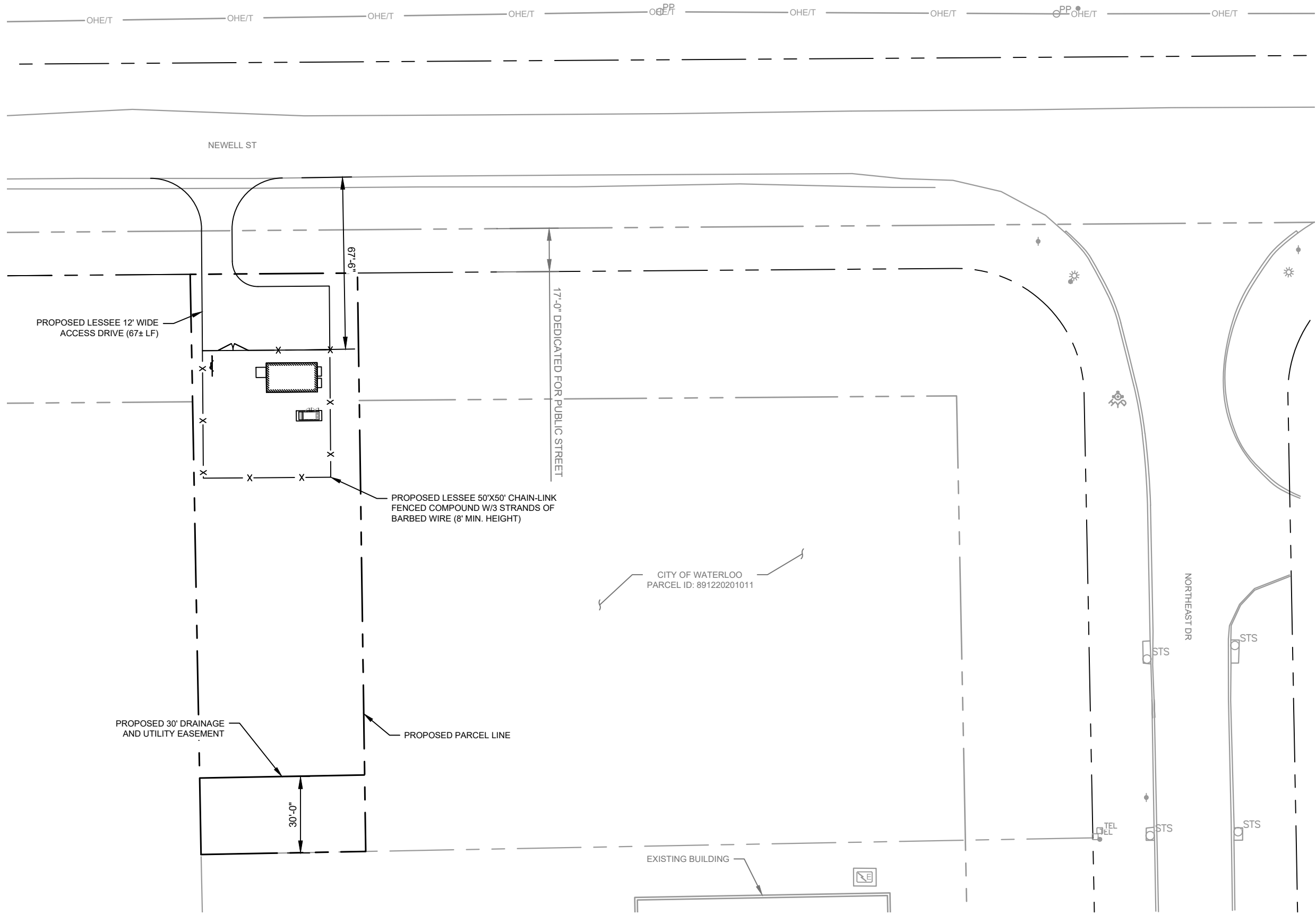
SURVEY NOTE:

- UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C0 **OVERALL PARCEL PLAN**
SCALE: 1" = 100'



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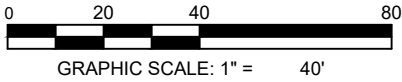
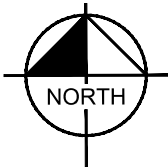
SURVEY NOTE:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.

2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C1 **OVERALL SITE PLAN**

SCALE: 1" = 40'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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1	02/13/23	CONSTRUCTION	AVF
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B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

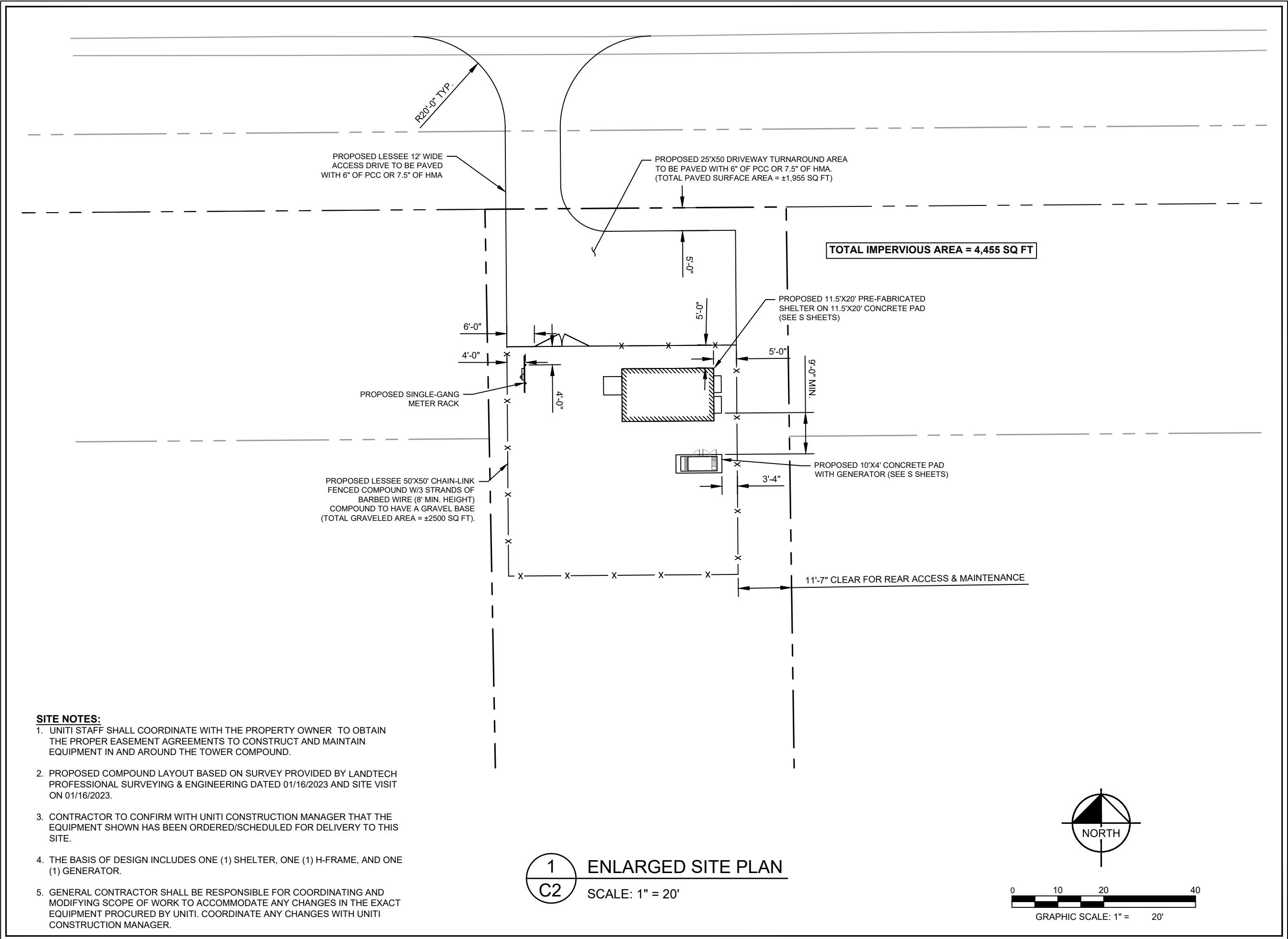
SHEET TITLE:

**OVERALL SITE
PLAN**

SHEET NUMBER:

C1

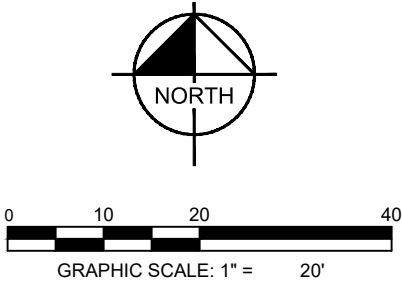
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SITE NOTES:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.
3. CONTRACTOR TO CONFIRM WITH UNITI CONSTRUCTION MANAGER THAT THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE BASIS OF DESIGN INCLUDES ONE (1) SHELTER, ONE (1) H-FRAME, AND ONE (1) GENERATOR.
5. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EXACT EQUIPMENT PROCURED BY UNITI. COORDINATE ANY CHANGES WITH UNITI CONSTRUCTION MANAGER.

1 ENLARGED SITE PLAN
C2 SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



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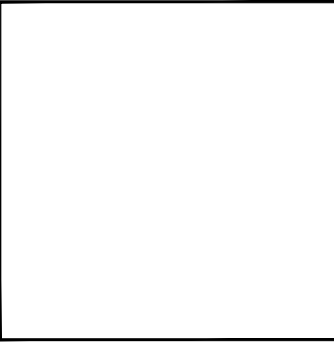
PLANS PREPARED FOR:



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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

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SHEET TITLE:

**ENLARGED SITE
PLAN**

SHEET NUMBER:

C2

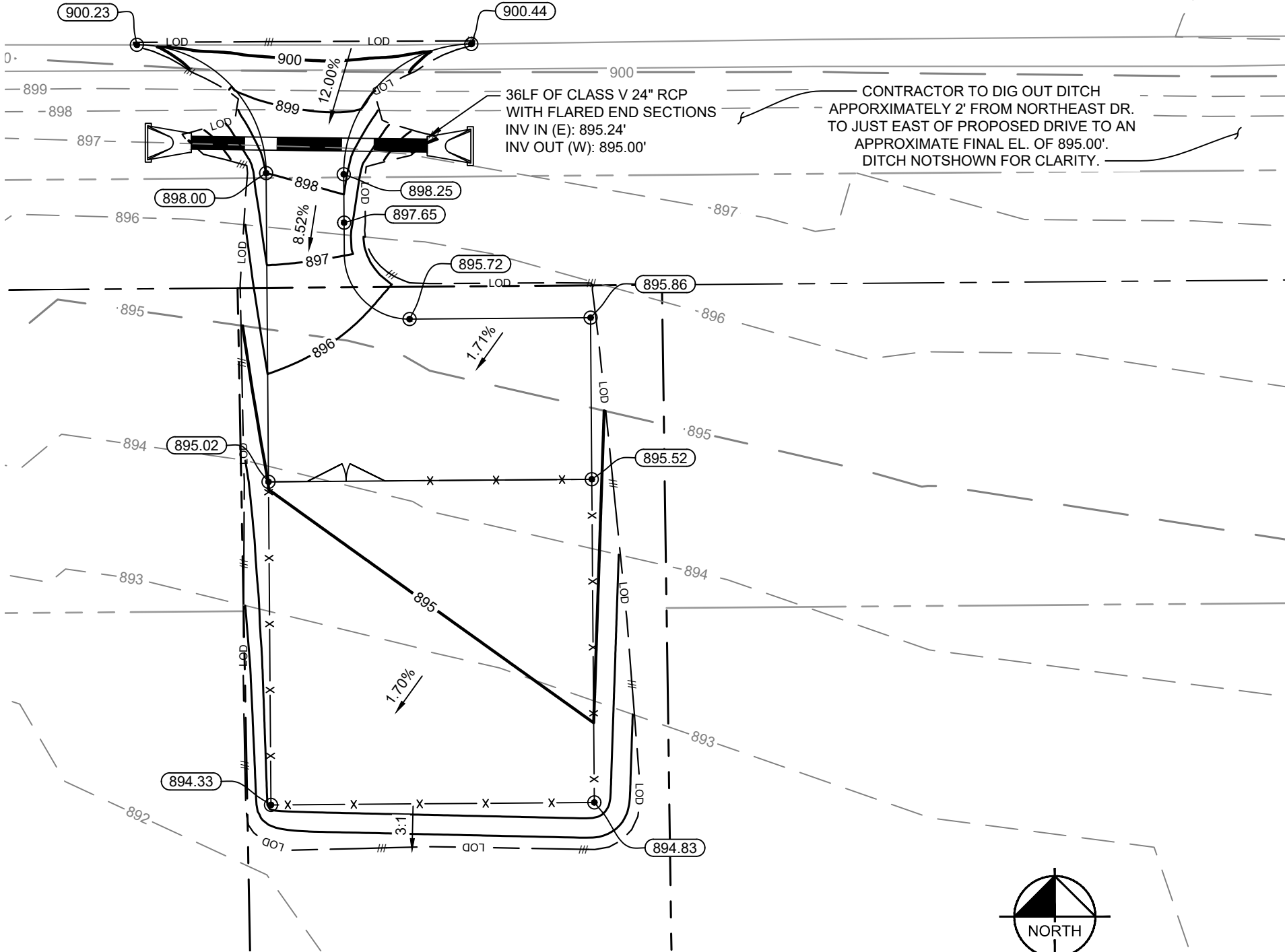
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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 6,039± SQ. FT. (0.14 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

- GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
 2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
 3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
 4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
 5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
 6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
 7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
 8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
 9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
 10. MAXIMUM FILL SLOPE = 4H:1V UNLESS OTHERWISE NOTED.

LEGEND

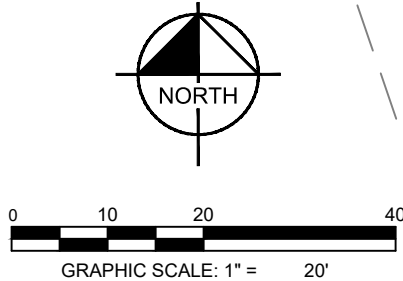
EXISTING CONTOURS ————
PROPOSED CONTOURS ————
LOD/SILT FENCE ———— LOD ————
PROPOSED SPOT ELEVATION ● (XX.XX)



1
C3

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GRADING AND
EROSION
CONTROL PLAN**

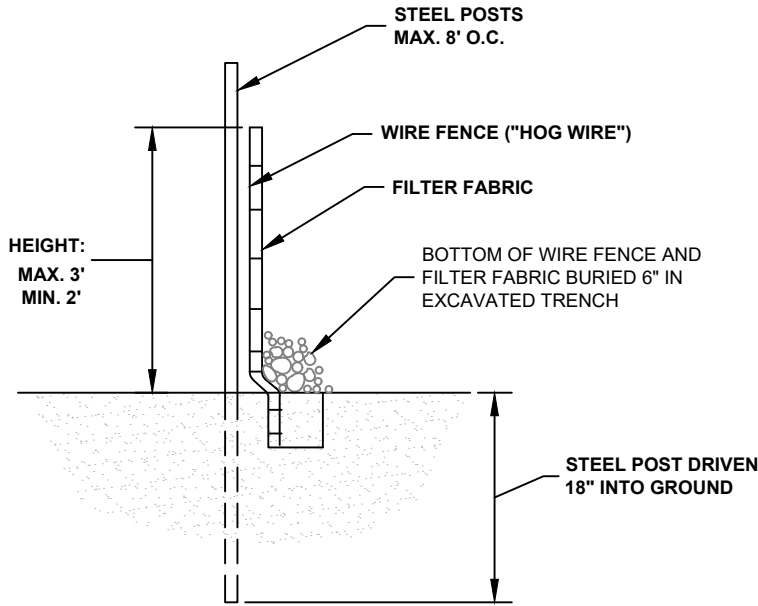
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C3

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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1

C4

SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

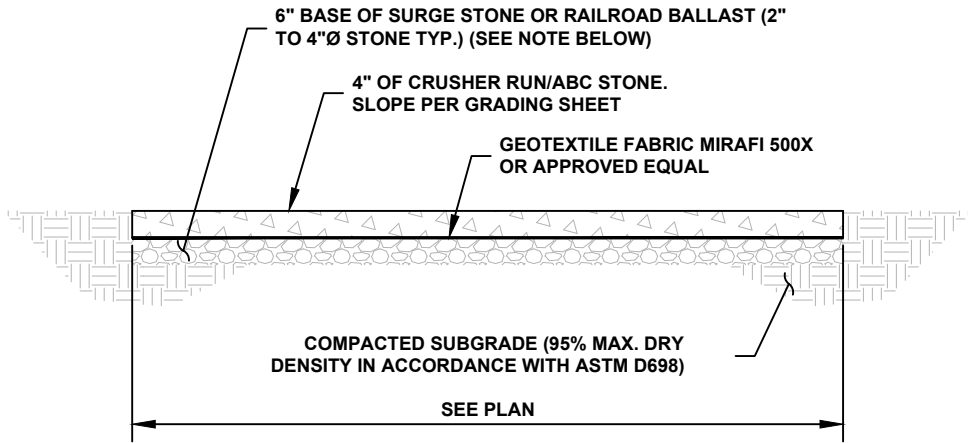
SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

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NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE GRAVEL COMPOUND, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"Ø STONE TYP.)

1 GRAVEL COMPOUND DETAIL
C5 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



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ALPHARETTA, GA 30009
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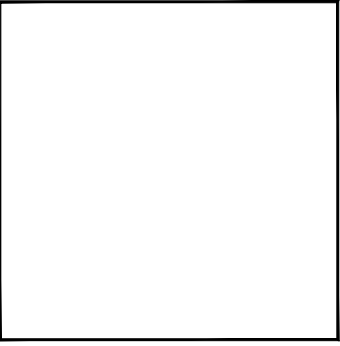
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

WJW

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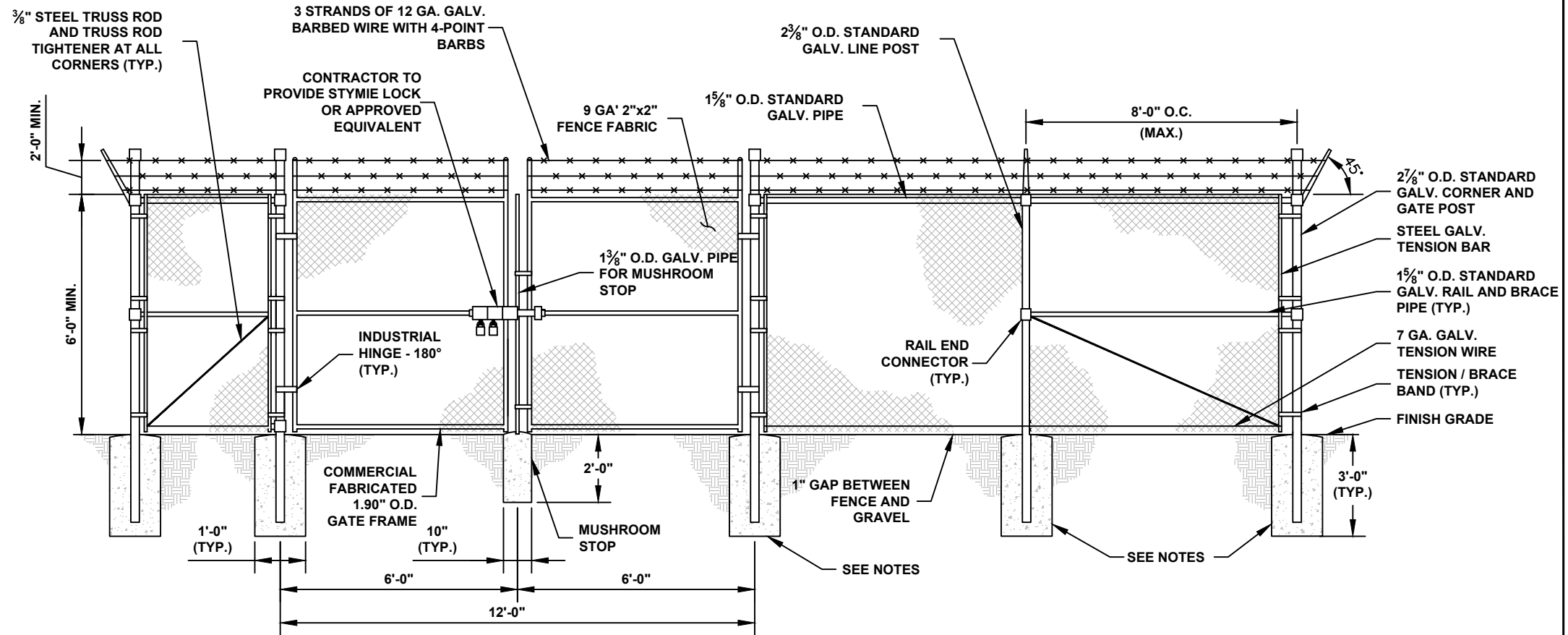
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GRAVEL
COMPOUND
DETAIL

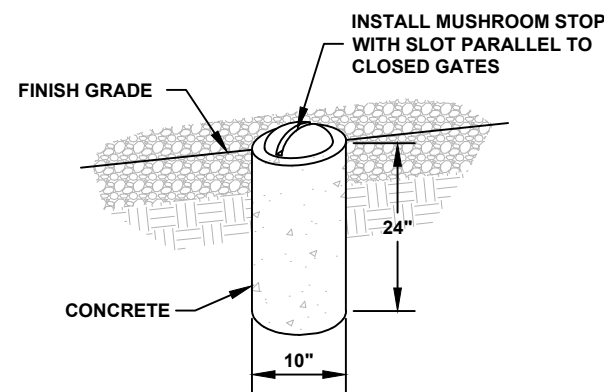
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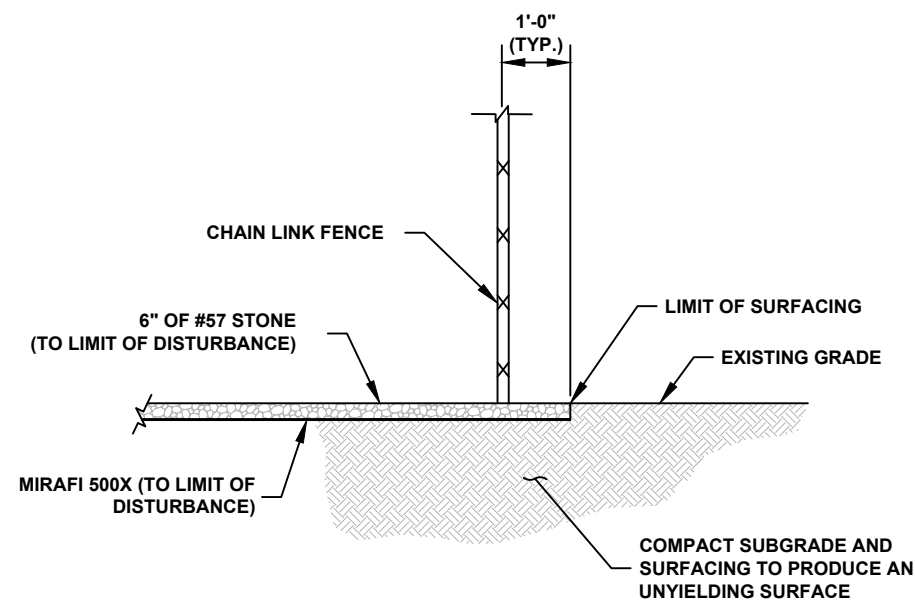
- 1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.**
- 2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.**
- 3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.**
- 4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.**
- 5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.**
- 6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.**
- 7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.**
- 8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.**



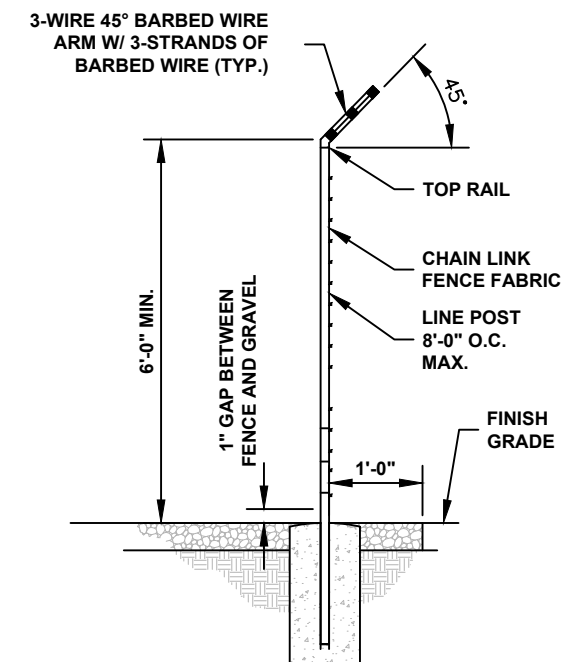
1 C6 CHAIN LENK FENCE AND GATE ELEVATION --- NOT TO SCALE



2 MUSHROOM STOP
C6 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL

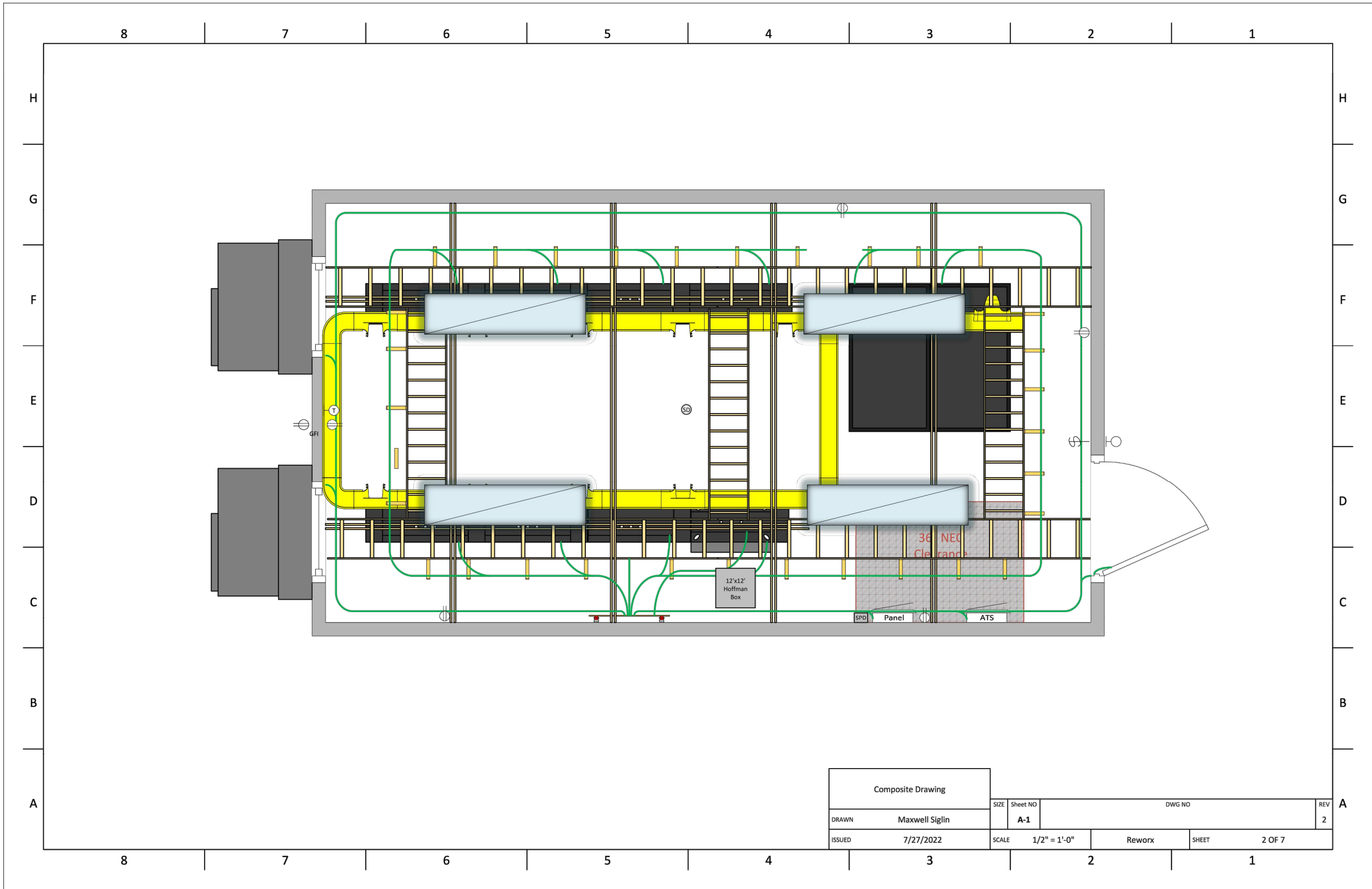


4 SECTION AT FENCE
C6 NOT TO SCALE



C6

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1
C7

CELL SITE SHELTER DRAWINGS

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

FIBER SHELTER
ELEVATIONS

SHEET NUMBER:

C7

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FOUNDATION NOTES

1. GENERAL
- 1.1

FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- 1.2

EXCAVATE A MINIMUM 42" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL.
- 1.3

PERIMETER FOOTING FOR THE SHELTER AND GENERATOR FOUNDATIONS MUST BE A MINIMUM DEPTH OF 42" BELOW FINISH GRADE.
- 1.4

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- 1.5

CONTRACTOR TO CUT/FILL FOUNDATION TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL MATERIALS SHALL ACHIEVE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE UNITI PROJECT MANAGER.
2. MATERIALS
- 2.1

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.2

CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.3

REINFORCING BARS SHALL CONFORM TO THE LATEST REVISION OF ASTM-A615 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318.
- 2.4

TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.5

CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.6

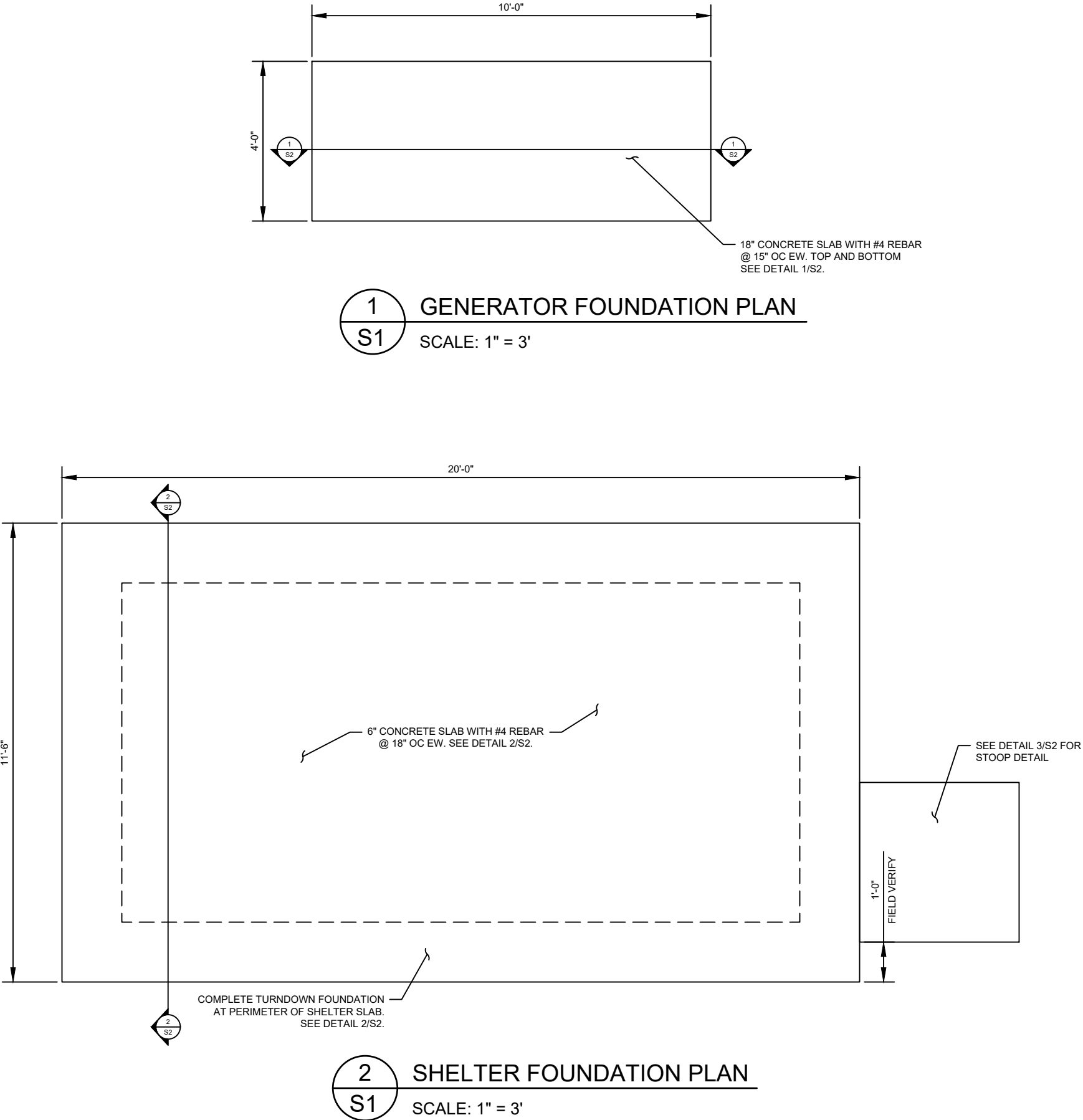
CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION.
- 2.7

CONCRETE REINFORCEMENT SHALL HAVE THE FOLLOWING PROTECTIVE COVER:

• CONCRETE PLACED AGAINST EARTH OR GROUND....3"

• ALL OTHER LOCATIONS....2"
3. TOLERANCES
- 3.1

TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.



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PHONE: 770-619-4280
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PLANS PREPARED FOR:

REV:____DATE:____ISSUED FOR:____BY:____

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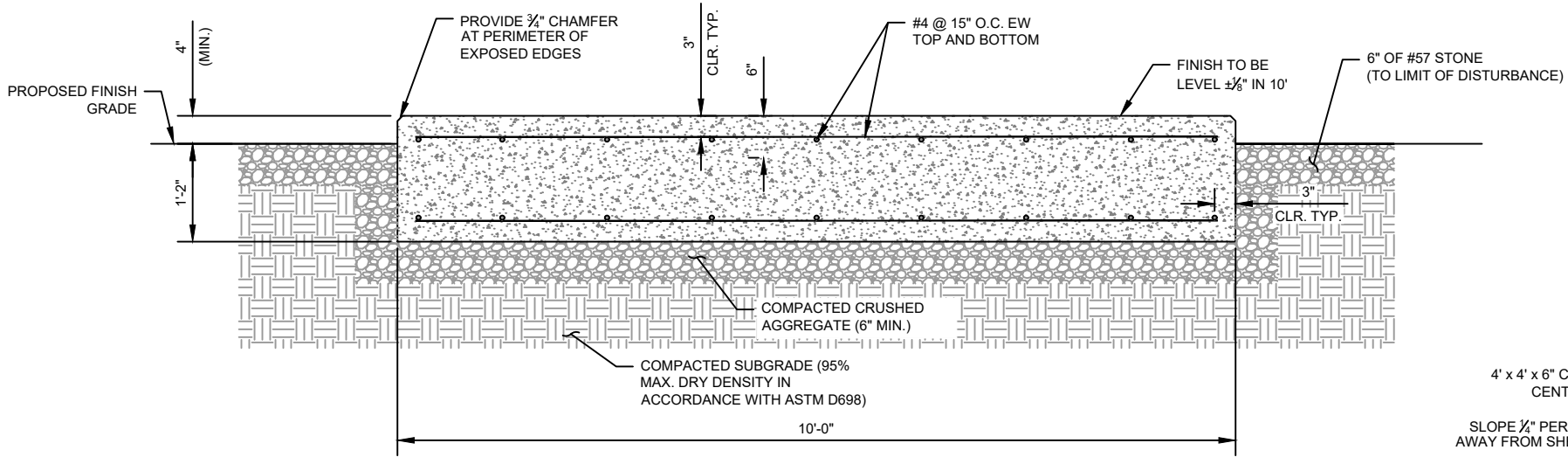
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FOUNDATION PLAN

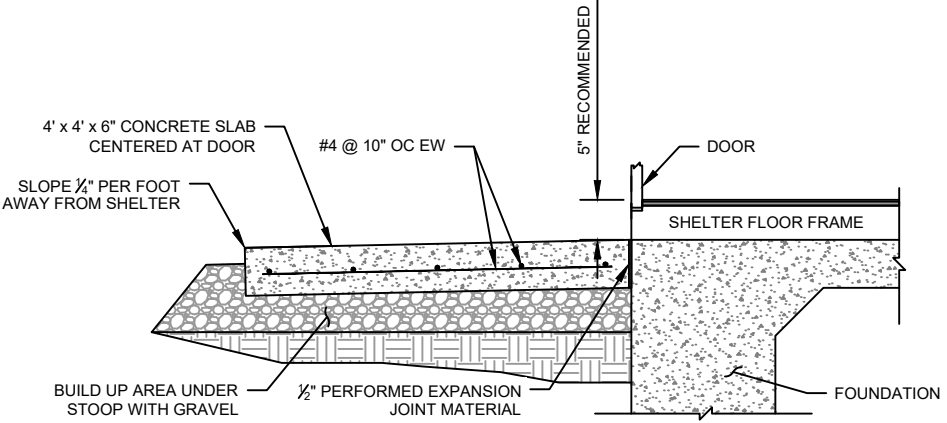
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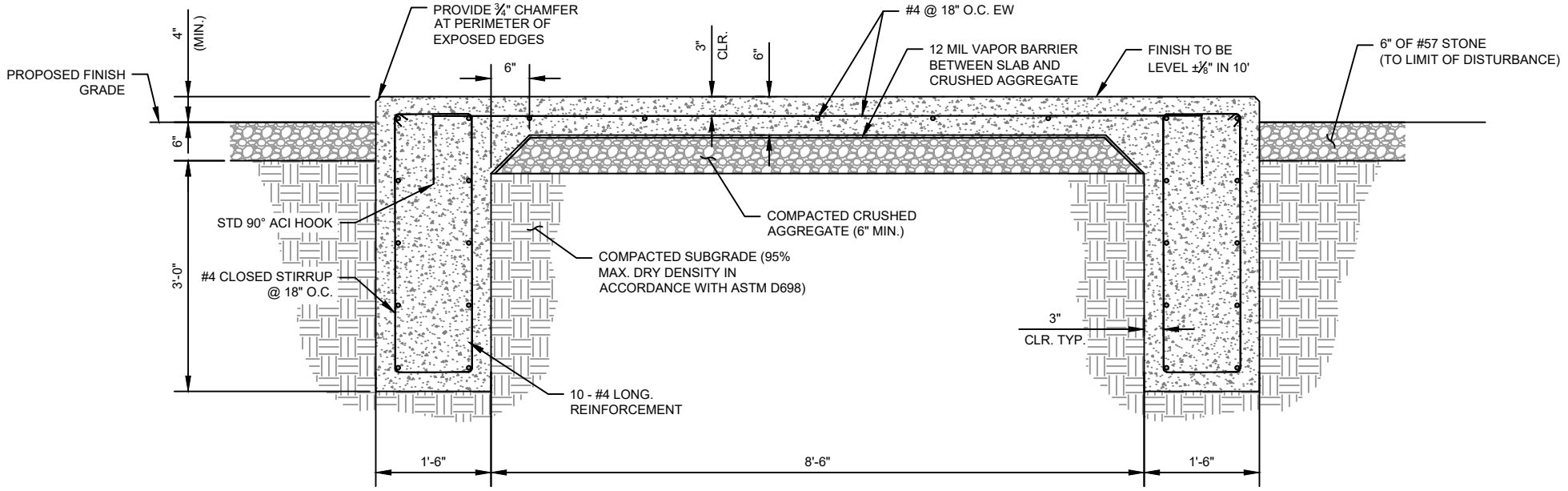
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1
S2 GENERATOR FOUNDATION DETAIL
SCALE: 1" = 2'



3
S2 STOOP DETAIL
SCALE: 1" = 2'



2
S2 SHELTER FOUNDATION DETAIL
SCALE: 1" = 2'



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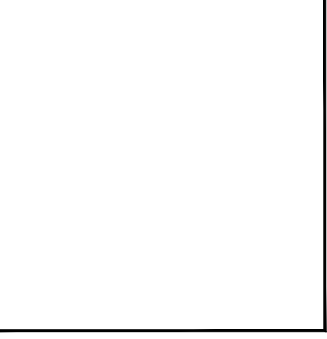
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SHEET TITLE:

FOUNDATION
DETAILS

SHEET NUMBER:

S2

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW UNITI EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE COMPOUND OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 30kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 30kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



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SITE No.: N/A

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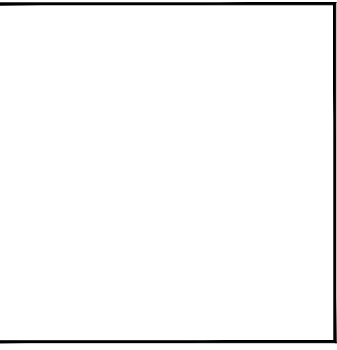
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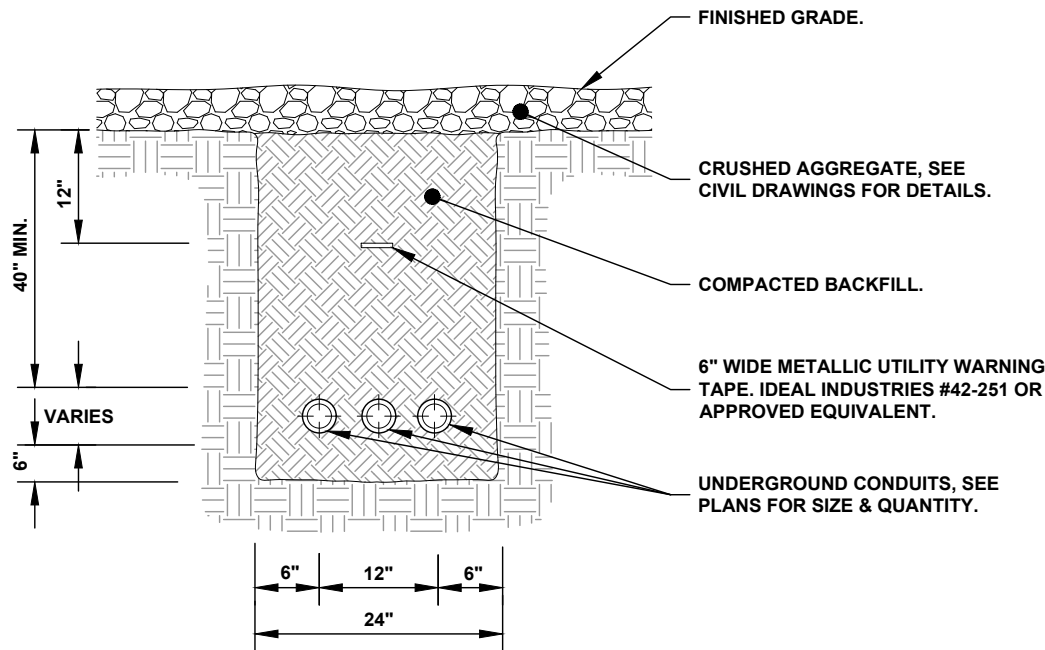
SHEET TITLE:

ELECTRICAL
NOTES

SHEET NUMBER:

E1

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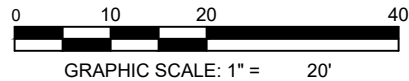
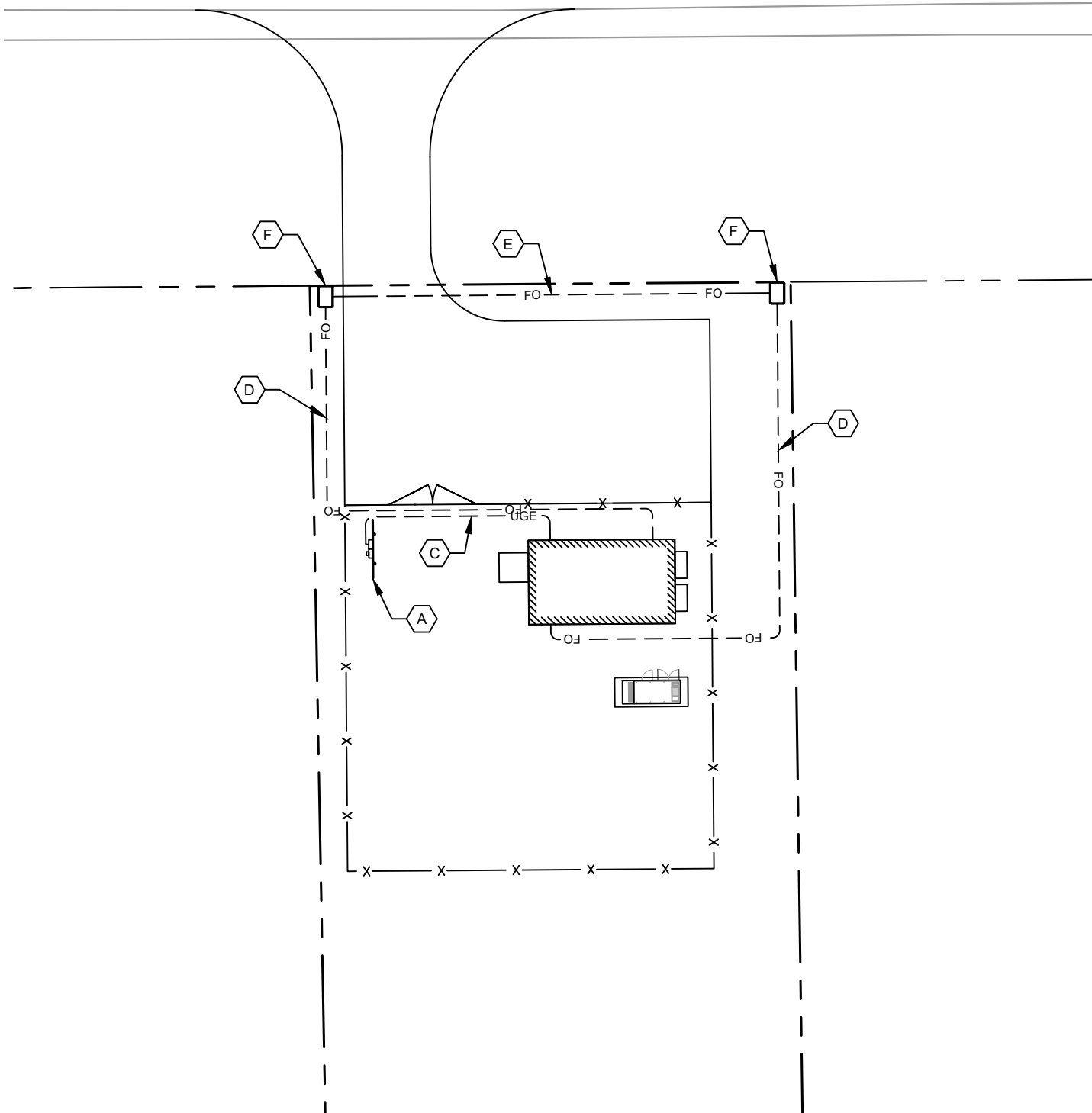
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE METALLIC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2
E2 TYPICAL TRENCH DETAIL
NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & EQUIPMENT

- A** UTILITY METER H-FRAME (SEE DETAIL 1/E3)
- B** TWO (2) 2" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (TBD± LF) (SEE TRENCH DETAIL 2/E2)
- C** ONE (1) 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO SHELTER (32± LF) (SEE TRENCH DETAIL 2/E2)
- D** TWO (2) 3/4" PVC FIBER CONDUITS FROM PROPOSED SHELTER TO HANDHOLE AT RIGHT OF WAY (154± LF) (SEE TRENCH DETAIL 2/E2)
- E** ONE (1) 4" PVC FIBER CONDUIT TO CONNECT HAND HOLES (60± LF) (SEE TRENCH DETAIL 2/E2)
- F** TRAFFIC RATED HAND HOLE. PROVIDE TRAFFIC RATED HAND HOLE AT SPACING NO MORE THAN 400' OR AFTER THREE (3) 90° BENDS

1
E2 UTILITY ROUTING PLAN
SCALE: 1" = 20'



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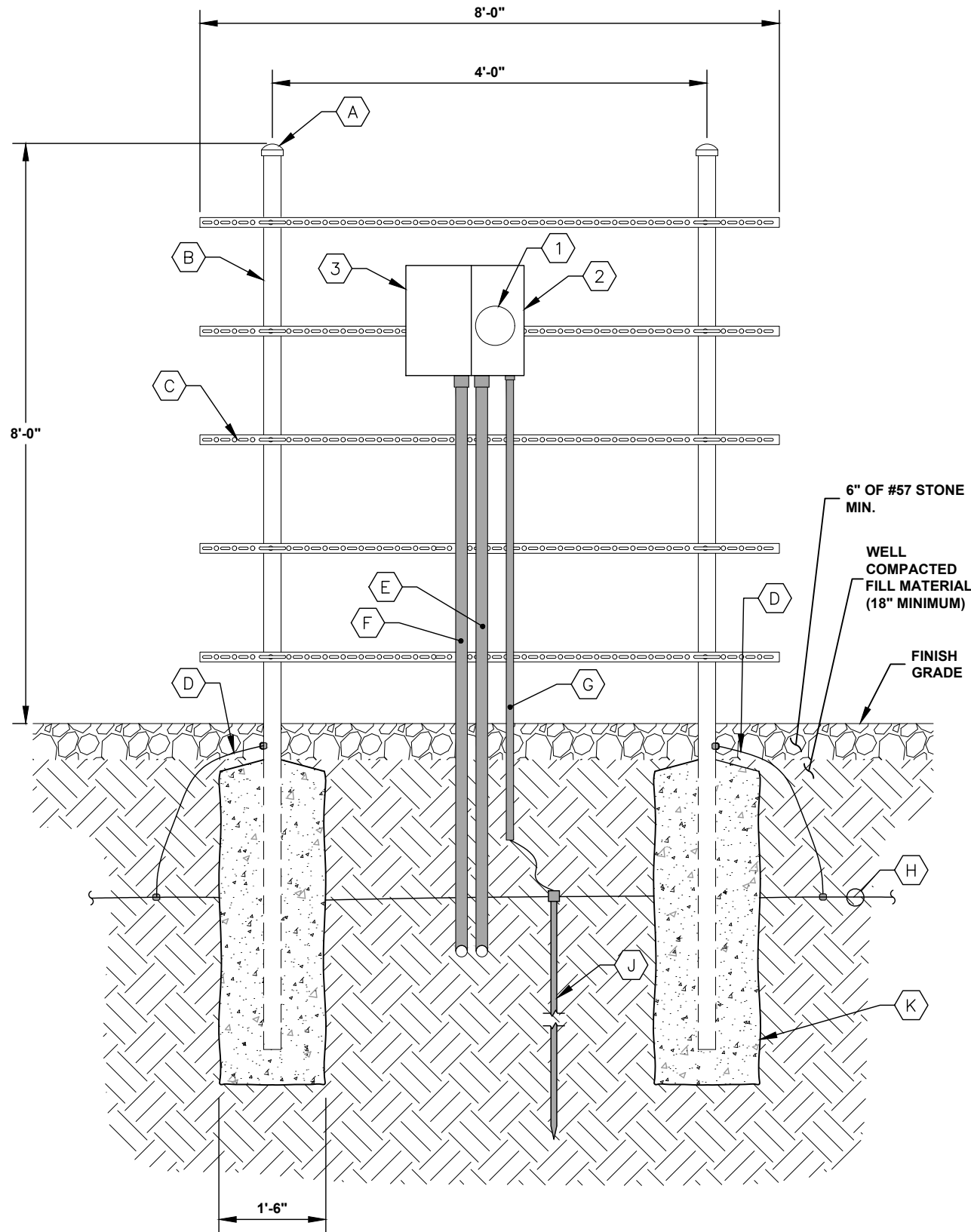
SHEET TITLE:

**UTILITY ROUTING
PLAN**

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1 METER RACK DETAILS
E3 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 2" PVC CONDUIT, ROUTED BY UTILITY, TO NEW 200A, 1-GANG METER CENTER FOR NEW SINGLE PHASE, 120/240V SERVICE.
- (F) 2" PVC CONDUIT WITH THREE (3) 3/0 AWG AND ONE (1) #4 AWG GREEN INSULATED GROUND CONDUCTOR FOR ROUTING POWER TO PANEL LOCATED IN PROPOSED SHELTER.
- (G) ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (H) GROUND RING (SEE DETAIL 1/E5).
- (J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E5 & 2/E6).
- (K) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- (2) 200 AMP, 22KAIC, SINGLE GANG, SERVICE ENTRANCE RATED METER MAIN IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- (3) 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.



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TRN

SHEET TITLE:

METER RACK
PROFILE

SHEET NUMBER:

E3

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 36" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 36" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. COMPOUND GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR COMPOUND GROUND RING.
5. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
6. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
7. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
12. BOND H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
13. BOND SHELTER TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
14. NOTIFY UNITI CONSTRUCTION MANAGER TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
15. REFER TO COMPOUND GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
16. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

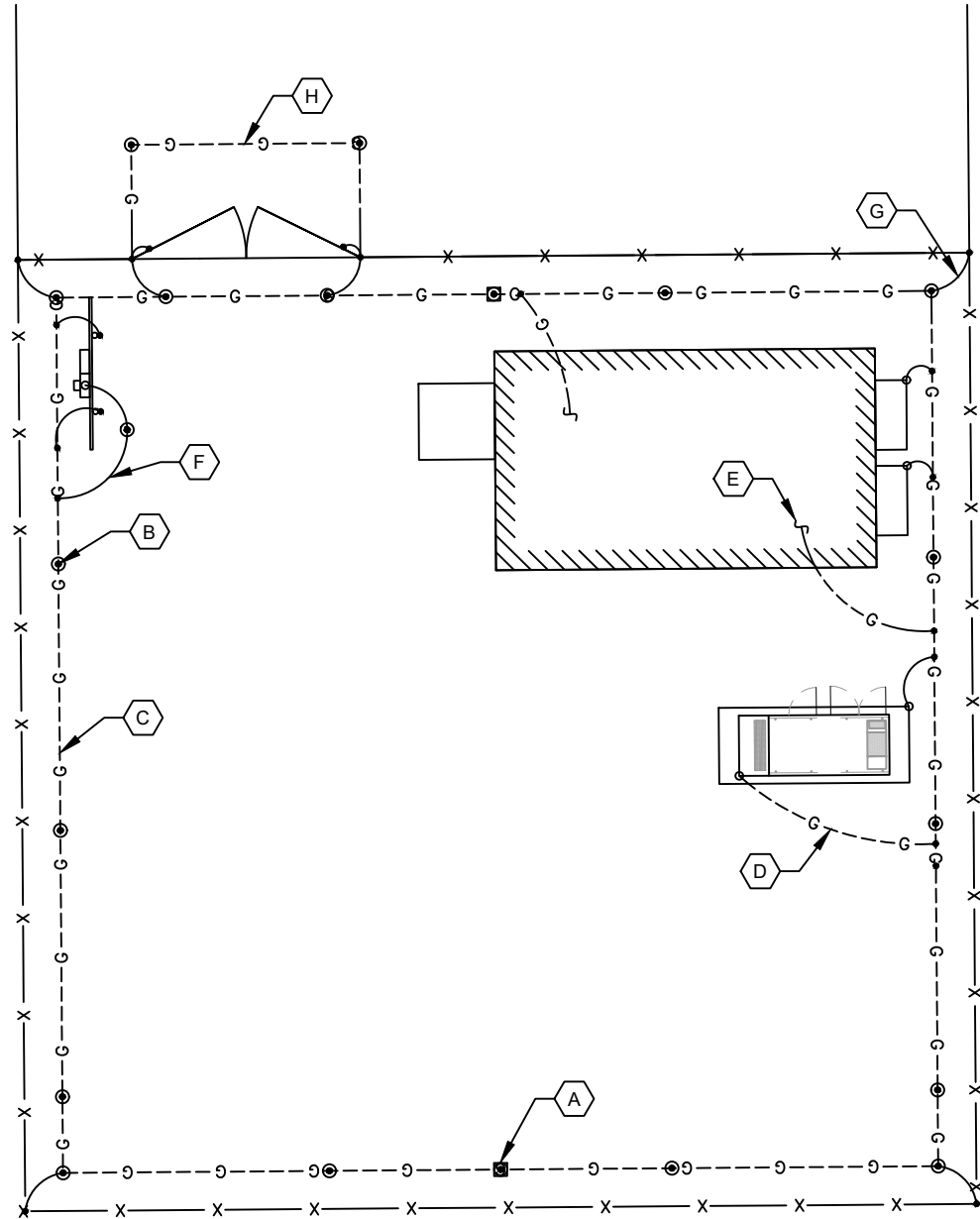
SHEET TITLE:

GROUNDING
NOTES

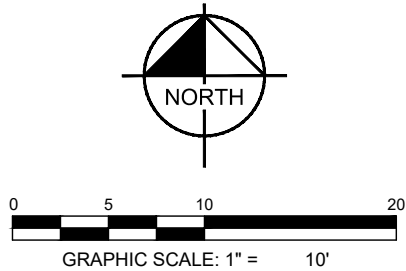
SHEET NUMBER:

E4

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1
E5
GROUNDING PLAN
SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E6).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E6 AND NOTE 2 E4).
- (C) COMPOUND GROUND RING (SEE NOTES 1, 3, AND 4 ON E4).
- (D) GENERATOR GROUNDING, TYPICAL (SEE NOTE 7 ON E4).
- (E) SHELTER GROUNDING, TYPICAL (SEE NOTE 13 ON E4).
- (F) UTILITY H-FRAME GROUNDING, TYPICAL. (SEE NOTE 12 ON E4).
- (G) FENCE POST GROUNDING, TYPICAL (SEE NOTE 11 ON E4).
- (H) GATE GROUNDING, TYPICAL (SEE NOTES 8, 9, AND 11 ON E4).

LEGEND:

- G --- G --- GROUND RING
- G --- G --- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E6)
- MECHANICAL CONNECTION



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

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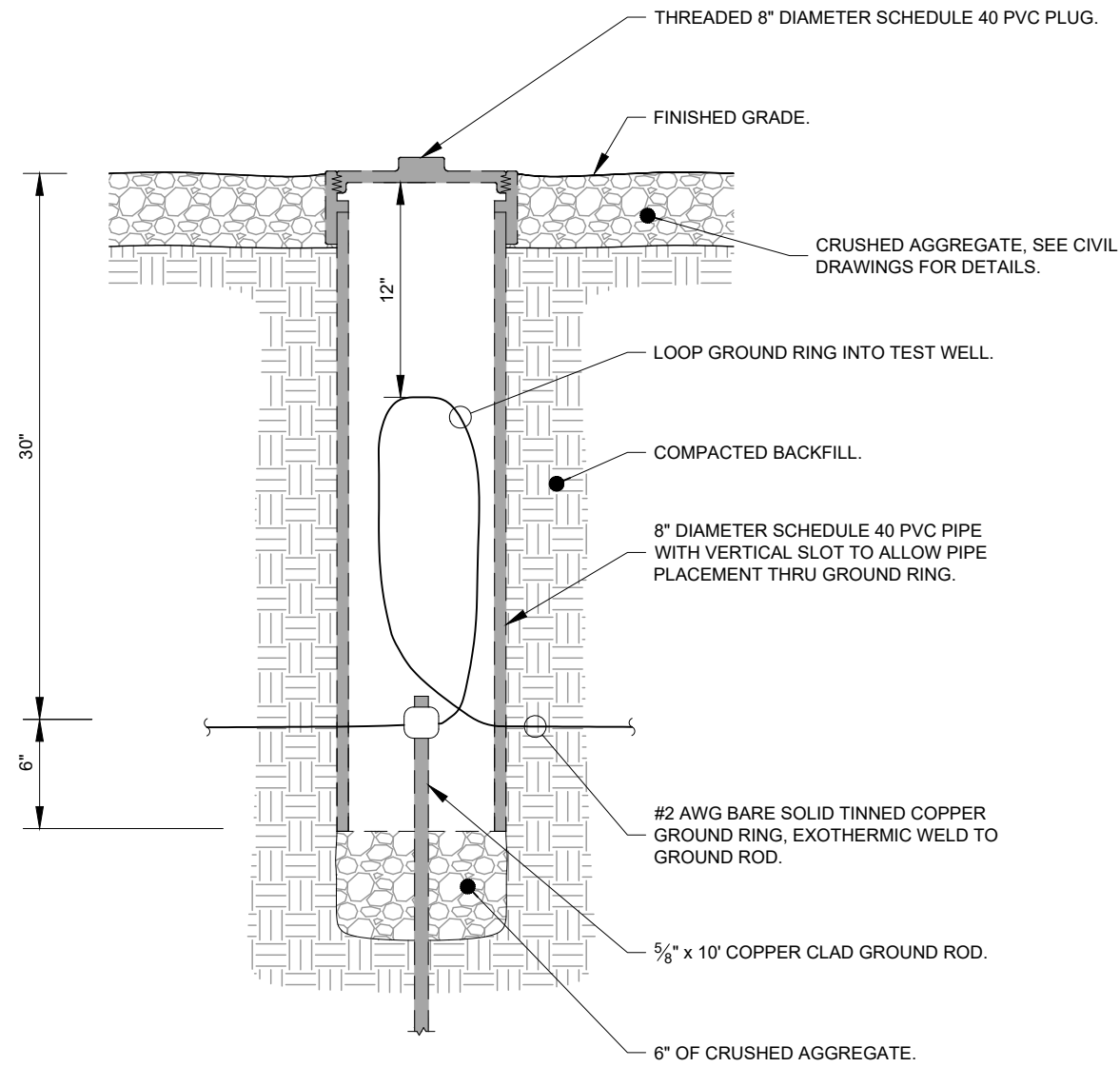
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GROUNDING PLAN

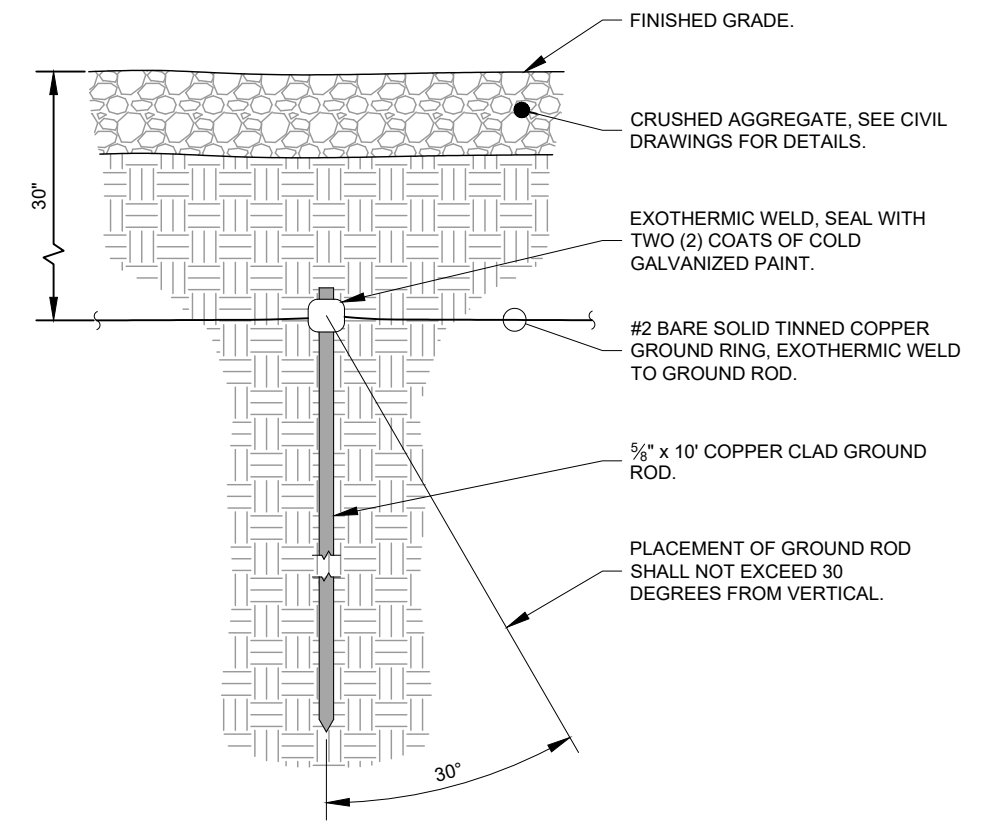
SHEET NUMBER:

E5

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1 GROUND ROD TEST WELL DETAIL
E6 NOT TO SCALE



2 GROUND ROD INSTALLATION DETAIL
E6 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

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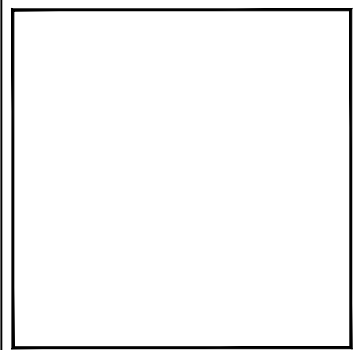
PLANS PREPARED FOR:

Reworx
Service Group, LLC

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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW TRN

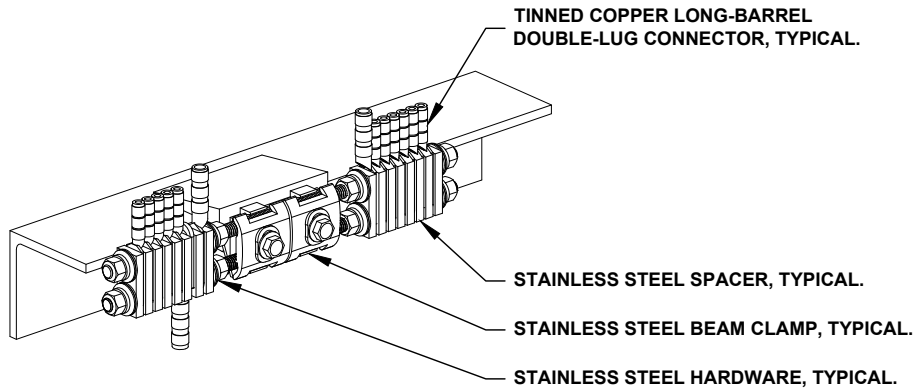
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GROUNDING
DETAILS

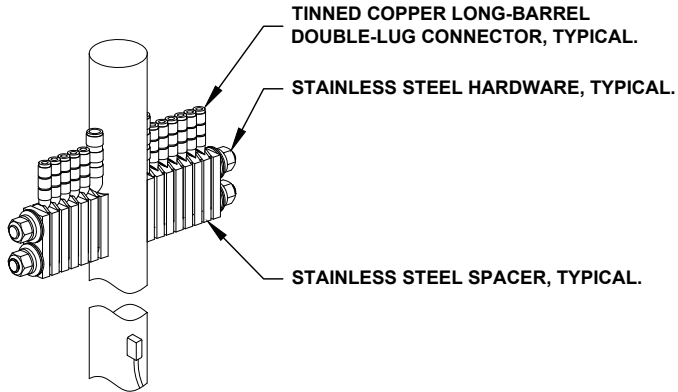
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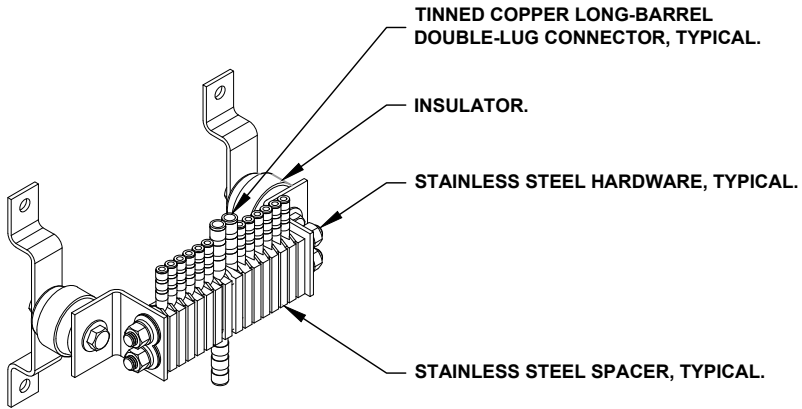
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1 BAR NONE GROUDNED BEAM CLAMP (TDSGA-BC14)
E7 NOT TO SCALE



2 BAR NONE POST MOUNTED (TDSGA-PA14)
E7 NOT TO SCALE



3 BAR NONE INSULATED (TDSGA-WB17)
E7 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GROUNDING
DETAILS**

SHEET NUMBER:

E7

INDEX LEGEND	
LOCATION:	Part of Lot "2" of Northeast Industrial Park Plat No. 1
REQUESTOR:	WEATHERFIELD REALITY GROUP, LLC
PROPRIETOR:	TIM COEFIELD
SURVEYOR:	Matthew T. Mokanyk
SURVEYOR COMPANY:	Landtech Professional Surveying & Engineering
RETURN TO:	P.O. BOX 193, Grawn, MI 49637 mattm@landtechps.com

PLAT OF SURVEY

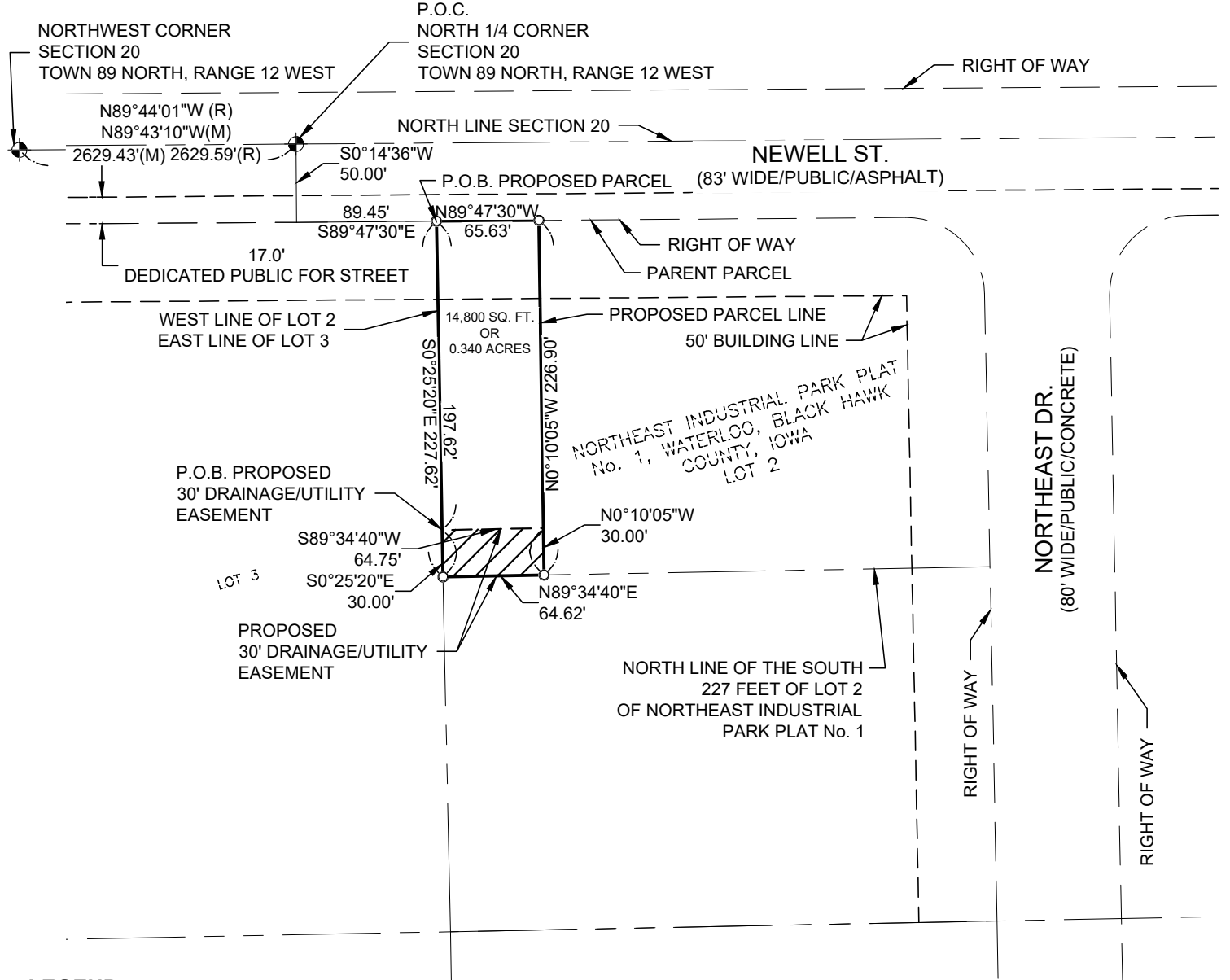
PLAT OF SURVEY SHOWING LOT "2", OF NORTHEAST INDUSTRIAL PARK PLAT NO. 1

PARCEL 1 DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST ALONG SAID LINE A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.

30" WIDE DRAINAGE/UTILITY EASEMENT:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 197.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'20" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°34'40" WEST A DISTANCE OF 64.75 FEET TO THE POINT OF BEGINNING.



LEGEND

- IDOT MONUMENT
- 5/8" REBAR FOUND (UNLESS NOTED)
- 5/8" CAPPED REBAR
- #18019 SET

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MATTHEW T. MOKANYK
IOWA P.S. #18019
MY LICENSE RENEWAL DATE IS

DATE



"Those who know use Landtech"

LANDTECH

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www.landtechps.com www.towersurveyors.com

SHEET 1 OF 1



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Request by Jason Fowler to rezone approximately 0.28 acres from "C-1" Commercial District to "C-1, C-Z" Conditional Commercial District to construct a vehicle storage facility located east of 709 Dearborn Avenue.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to rezone the site in question to allow for the construction of a vehicle storage facility.

The site is predominately surrounded by vacant lots and residences, plus a new facility being built by A-Line EDS being constructed south of Dearborn Avenue. Rezoning of the property to "C-1, C-Z" would not appear to have a negative impact on the area as the area is currently zoned for commercial uses, and the use would appear to be similar to the use recently approved to be rezoned to "C-1, C-Z" on June 1 and December 5, 2022.

The proposed rezone area is currently zoned "C-1" Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:

North – a creek and vacate land zoned "C-1" Commercial District.

South – A residence and a new A-Line storage facility zoned "C-1" Commercial District and "C-1, C-Z" Condition Commercial District.

East – Vacant Land and Industrial zoned "C-1" Commercial District and "M-1" Light Industrial District.

West – A residence and a creek zoned "C-1" Commercial District.

The applicant is requesting to construct a vehicle storage yard. The storage area will need to be fenced with the fence on the west side placed at least 5 feet from the property line, along with a buffer of trees and/or shrubs to buffer from the single-family home to the west. The site has a lot of existing trees so potentially existing trees can be maintained within this setback area to provide the buffer.

While there are three homes in the immediate area, two rezones were approved in the last 6 months to allow A-Line EDS to construct a new 24,000-square-foot storage facility just to the south of the homes to the south and there was no opposition.

Hard surfacing will be required for the driveway approach and parking requirements. The applicant intends request a variance from the Board of Adjustment to allow gravel or recycled asphalt in the storage area, and staff is not opposed to the request. The Board of Adjustment did approve a similar request at their October 25, 2022, meeting.

Because there will be no office, there will no customer parking requirements.

The Planning, Programming, and Zoning Commission voted 5-1 (Parrish voting nay) to recommend approval of the request.

NEIGHBORHOOD IMPACT

There are only three residences in the neighborhood, one of which is owned by A-Line EDS.

However, the homeowner to the south at 722 Dearborn Avenue did speak in opposition at the Planning, Programming, and Zoning Commission meeting.

DATA, ANALYSIS, AND STRATEGIES

n/a

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

n/a

COMMUNITY ENGAGEMENT METHODS

Notice was sent to property owners within 250 feet, and a public hearing was held by the Planning, Programming, and Zoning Commission on January 10, 2023.

SOURCE OF EXPENDITURES

n/a

ALTERNATIVE ACTION

Not approve the rezone.

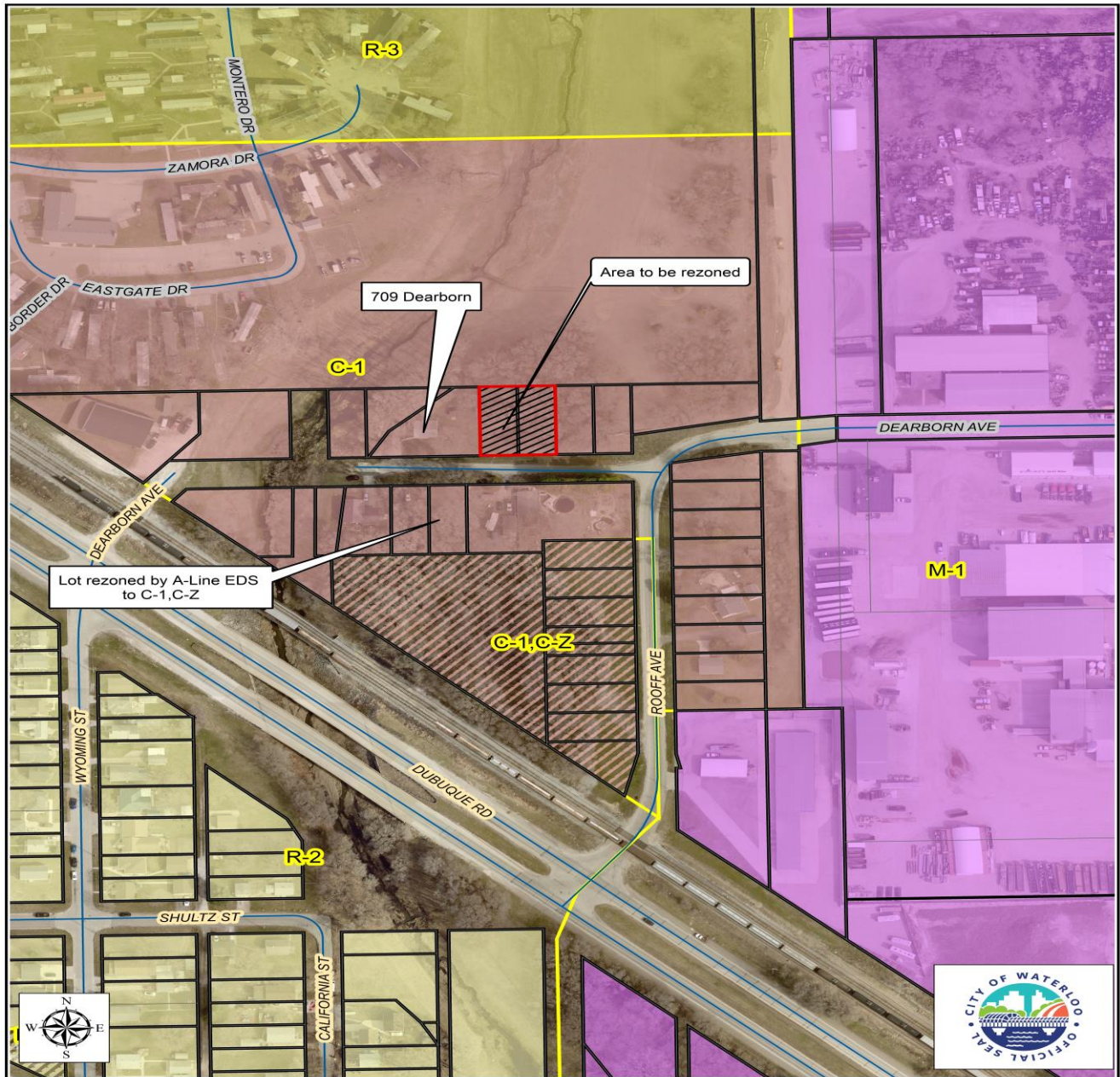
LEGAL DESCRIPTION

Sunshine Subdivision Lots 9 & 10

ATTACHMENTS

1. Council Packet

REQUEST:	Request by Jason Fowler to rezone approximately 0.28 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Commercial District to construct a vehicle storage facility located east of 709 Dearborn Avenue.
APPLICANT:	Jason Lee Fowler, 302 French Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to rezone the site in question to allow for construction of a vehicle storage facility
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The site is predominately surrounded by vacant lots and residences, plus a new facility being built by A-Line EDS being constructed south of Dearborn Avenue. Rezoning of the property to “C-1,C-Z” would not appear to have a negative impact on the area as the area is currently zoned for commercial uses, and the use would appear to be similar to the use recently approved to be rezoned to “C-1, C-Z” on June 1 and December 5, 2022
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site in question is served by Rooff Avenue which is considered a local street. There are no sidewalks along Rooff Avenue or Dearborn Avenue.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The Cedar Valley Lakes Trail is 0.6 miles to the south of the area to be rezoned.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed rezone area is currently zoned “C-1” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows: North – a creek and vacate land zoned “C-1” Commercial District. South – A residence and a new A-Line storage facility zoned “C-1” Commercial District and “C-1, C-Z” Condition Commercial District. East – Vacant Land and Industrial zoned “C-1” Commercial District and “M-1” Light Industrial District. West – A residence and a creek zoned “C-1” Commercial District.



DEVELOPMENT HISTORY:

The area is composed of primarily vacant land with a few residences built between 1929 and 1980 and Cedar Valley Mini Storage to the southeast built in 2004, and several industrial uses including A-Line EDS.

BUFFERS/ SCREENING:

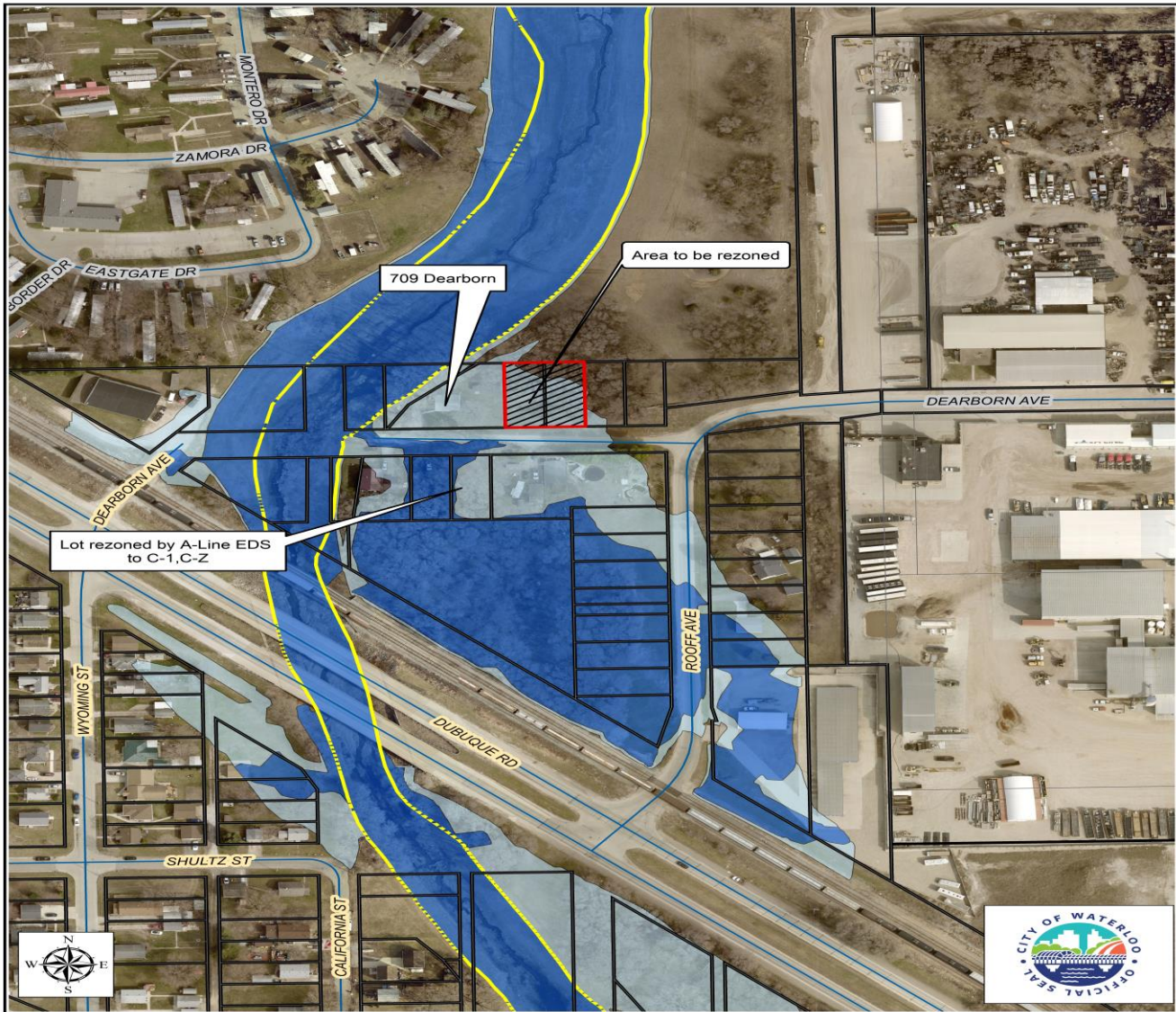
Screening would be required along the west property lines to separate the residential uses from the warehouse. A 6' chain link may be acceptable if sufficient trees are maintained to buffer the use.

DRAINAGE:

A drainage plan is required in relation to this request.

FLOODPLAIN: The area to be rezoned is located in Zone X: 500 year flood plain as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011.

PUBLIC /OPEN SPACES/ SCHOOLS: Highland Elementary School is located approximately 0.4 miles to the north of the site in question. East High School is located 1.5 miles to the northwest.



UTILITIES: WATER, SANITARY SEWER, STORM SEWER

A 36" Sanitary Sewer line is located within Roof Avenue. Power lines are located along Roof Avenue and Dearborn Avenue. There is no sanitary sewer located in Dearborn Avenue.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as Industrial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Primary Growth Area.



Picture 1: Looking north from Dearborn Avenue to the rezone area.



Picture 2: Looking northwest toward 709 Dearborn Avenue.

**STAFF ANALYSIS –
ZONING
ORDINANCE:**

The “C-Z” Conditional Zoning classification allows uses in unique locations or transitional sites between different land uses.

The applicant is requesting to construct a vehicle storage yard. The storage area will need to be fenced with the fence on the west side placed at least 5 feet from the property line, along with a buffer of trees and/or shrubs to buffer from the single-family home to the west. The site has a lot of existing trees so potentially existing trees can be maintained within this setback area to provide the buffer.

While there are three homes in the immediate area, two rezones were approved in the last 6 months to allow A-Line EDS to construct a new 24,000-square-foot storage facility just to the south of the homes to the south and there was no opposition.

Hard surfacing will be required for the driveway approach and parking requirements. The applicant intends request a variance from the Board of Adjustment to allow gravel or recycled asphalt in the storage area, and staff is not opposed to the request. The Board of Adjustment did approve a similar request at their October 25, 2022, meeting.

Because there will be no office there will no customer parking requirements.

The Planning, Programming, and Zoning Commission voted 5-1 (Parrish voting nay) to recommend approval of the request.

**STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:**

There is no platting required for this request.

**STAFF
RECOMMENDATION:**

Therefore, staff recommends the request by Jason Fowler to rezone approximately 0.28 acres from “C-1” Commercial District to “C-1, C-Z” Conditional Commercial District to construct a vehicle storage facility located east of 709 Dearborn Avenue, be approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan.

With the following conditions:

1. That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc., except as approved by variance from the Board of Adjustment.
2. That the west fence line be setback 5 feet back from the property line with a buffer between the fence and the property line to the west, made up of existing or newly

planted trees.

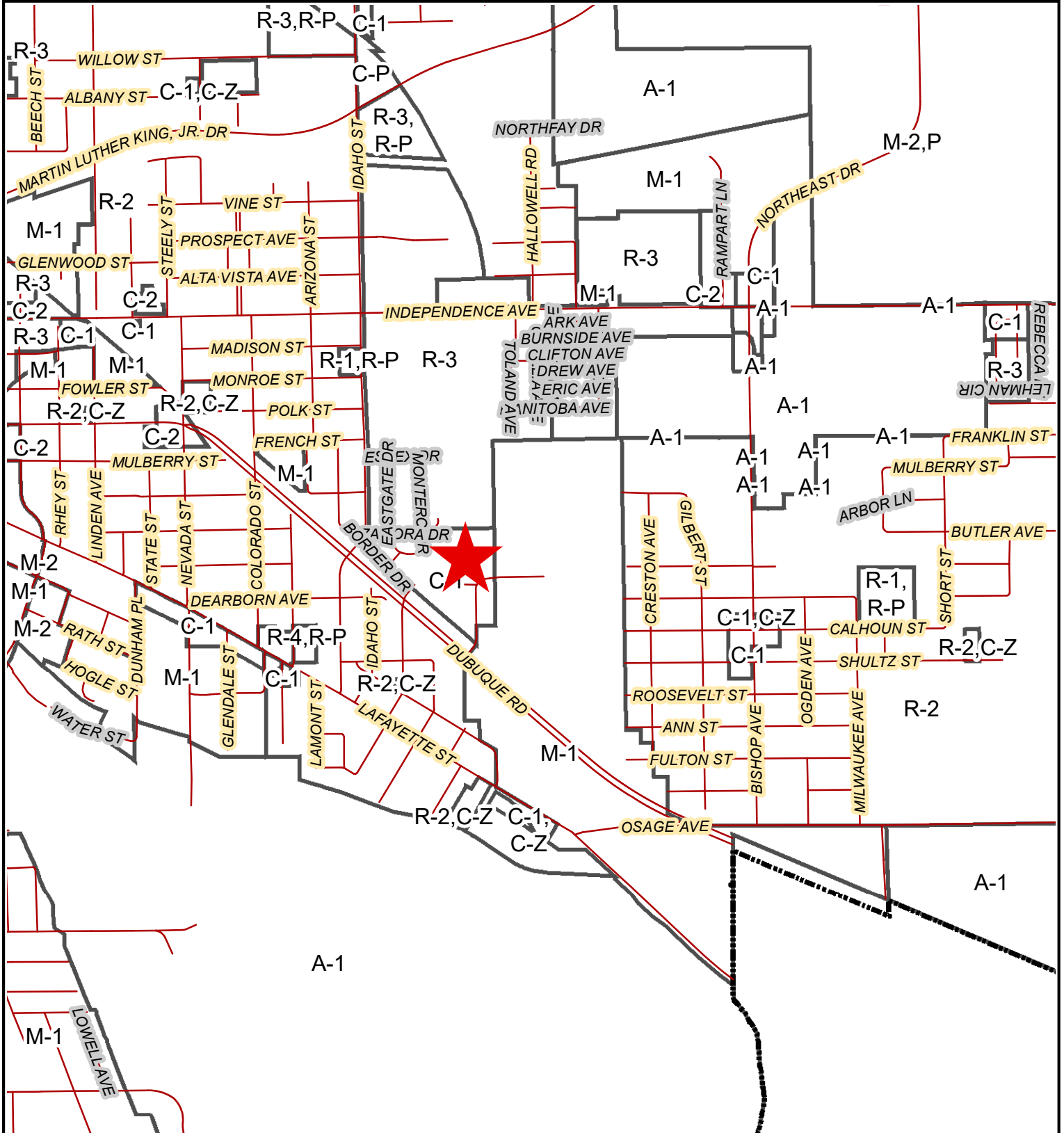
3. There is no storage of junk vehicles, equipment, or parts.

City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



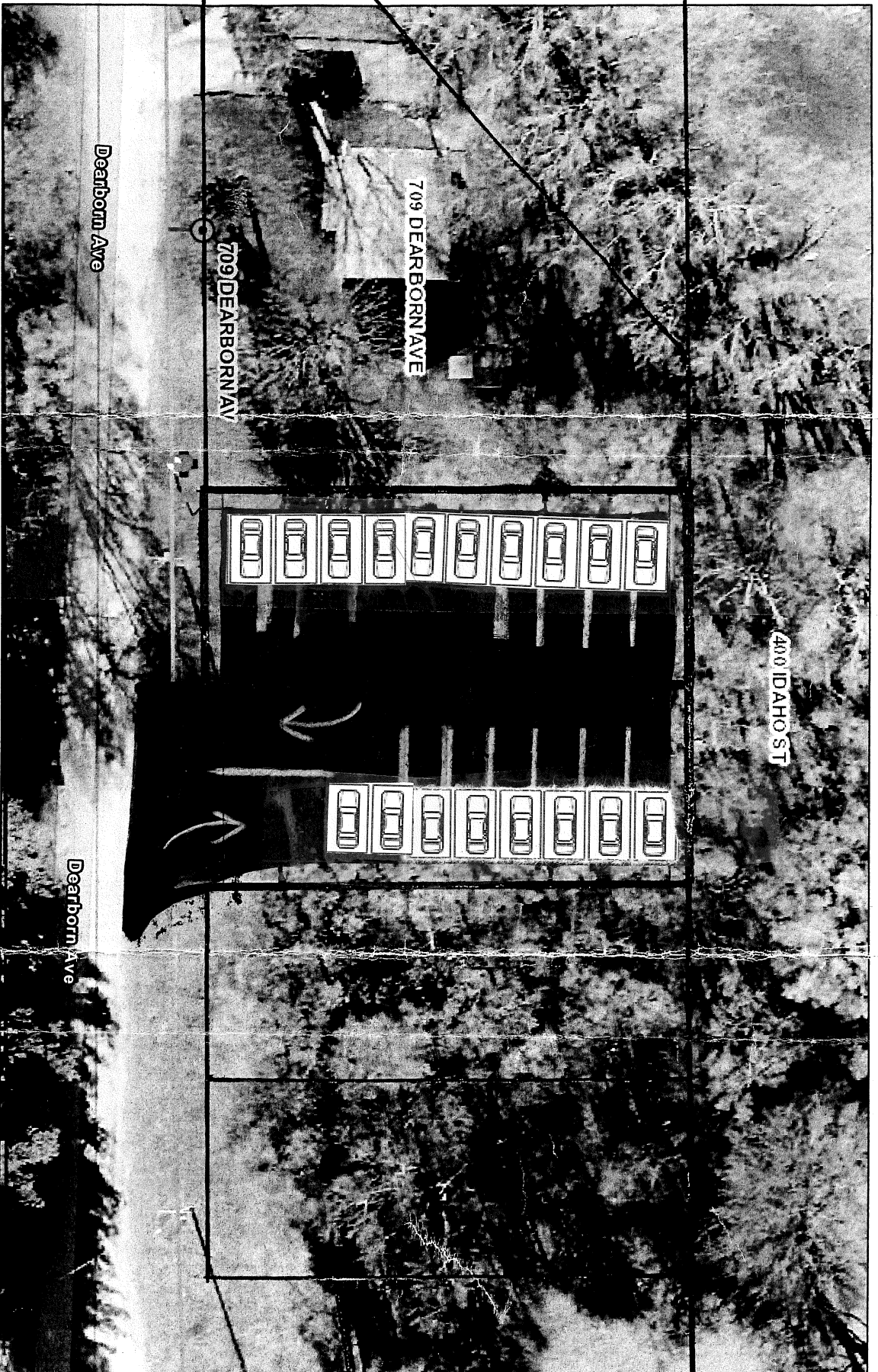
East of 709 Dearborn
Rezone from "C-1" to "C-1, C-Z"
Jason Fowler

City of Waterloo Planning, Programming and Zoning Commission
January 10, 2023



East of 709 Dearborn Rezone from "C-1" to "C-1, C-Z" Jason Fowler

ArcGIS Web Map



10/27/2022, 3:27:01 PM

Pave Box

Hydrant Valve

Hydrant Branch

Prepared By and Return To: Aric A. Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703

CONDITIONS OF ZONING

WHEREAS Iowa Code Section 414.5 provides for zoning with conditions provided the conditions are agreed to in writing by the property owner prior to adjournment of the hearing by the City Council,

AND WHEREAS, the owners of property in the City of Waterloo currently zoned “C-1” Commercial District and requested to be zoned “C-1, C-Z” Conditional Commercial District, generally located at east of 709 Dearborn Avenue, and legally described as (hereinafter “Property”): *Sunshine Subdivision Lots 9 & 10*

HEREBY agree to the following conditions on the above-described Property:

- 1. The site shall be limited to permitted uses in the “C-1” Commercial District and a vehicle storage yard.
- 2. That the west fence line shall be setback 5 feet back from the property line with a buffer between the fence and the property line to the west, made up of existing or newly planted trees.
- 3. There shall be no storage of junk vehicles, equipment, or parts.

NOW THEREFORE, it is agreed by the owners that any proposed change in the use or conditions of the Property other than as detailed in this agreement shall first be submitted to the Planning and Zoning Commission, for its recommendation to the City Council who will review and approve the proposed change to the above-described Property.

These conditions have been placed on the above-described Property for the purpose of complying with the regulations and policies of the City of Waterloo. As a result of said covenant, I (we) herein declare that the conditions shall govern the entire Property as described above, which restrictions shall run with the land and be binding on the successors, heirs and assigns, and herein agree: 1) that these conditions shall not prohibit the division or subdivision of said Property in compliance with the City of Waterloo Zoning Ordinance No. 5079 as amended and the City of Waterloo Subdivision Ordinance No. 2997 as amended, however each subdivided part thereof shall be subject to the terms of these conditions, 2) that none of these conditions shall be rescinded or altered without the approval of the City Council of the City of Waterloo as outlined above. It is further understood that these conditions shall not be deemed a limitation or repeal of any other conditions, restrictions, or covenants placed on the above-described Property.

Agreed to this 18 day of Jan, 2023

Property Owner and Rezone Applicant

Jason Fowler

On this 18 day of January, 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jason Fowler to me known to be the identical person(s) named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL



Tracia S. Ross
Notary Public in and for the State of Iowa

APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

- a. Applicant's name – Business Name if Applicable (please print):

Jason Lee Fowler
Address: 302 French St. Phone: 641-481-6444 Fax: _____
City: Waterloo State: Iowa Zip: 50703
Email: leatherfowler@gmail.com

- b. Status of applicant: (a) Owner ☒ (b) Other _____ (CHECK ONE): If other explain: _____

- c. Property owner's name if different than above (please print): _____

Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: Waterloo Iowa right by A-Line E 1/4 709 Deadborn

- b. Legal description of property to be rezoned: Lots 9 and 10 Sunshine Subdivision
Parcel ID's 891230402004 and 891230402005 its zoned
C-1

- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): Lot 9 Regular lot 50.00 x 120.00 Lot 10 same

- d. Area of Proposed Zoning Boundary (Excluding Right of Way): 50.00 x 120.00 and 50.00 x 120.00

- e. Current zoning: C-1 Neighborhood Commercial District Requested zoning: C-1, C-2

- f. Reason(s) for rezoning and proposed use(s) of property: Planning to develop a Asphalt
and Fenced out side parking storage facility

- g. Conditions (if any) agreed to: A Detailed site plan, and stormwater
Calculations stamped by a licensed civil engineer
outside parking storage facility and C-1 uses.

- h. Other pertinent information (use reverse side if necessary): _____

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it **must** go through a platting process (separate from rezone request).

The filing fee of **\$300 + \$10 per acre (\$750 max)** (payable to the City of Waterloo) is required (round amount down to nearest \$10 increment). **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Jason Fowler
Signature of Applicant

Date

Jason Fowler
Signature of Owner

Date



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving the request by Friends of Faith Retirement Homes, Inc., (Friendship Village) to dedicate a 50 foot sanitary sewer easement and approve the Sanitary Sewer Easement and Encroachment Agreement, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Request by Friends of Faith Retirement Homes, Inc. (Friendship Village) to relocate a sanitary sewer easement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, and approve a Sanitary Sewer Easement & Encroachment Agreement.

The area in question has been zoned "R-4, R-P" Planned Residence District since the adoption of Ordinance 5446 on April 6, 2018 when it was rezoned from "R-3" Multiple Residence District. Surrounding land uses and their zoning designations are as follows:

North – Apartment buildings and single family homes, zoned "R-2, C-Z" Conditional Zoning Residential District and "R-2" One and Two Family Residence District.

South – Office buildings and E San Marnan Drive, zoned "R-4" Multiple Residence District.

East – Long-term Care, apartments, and single family homes zoned "R-3" Multiple Residence District, "R-4, R-P" Planned Residence District, and "R-2" One and Two Family Residence District.

West – Apartments and single family homes, zoned "R-3 Multiple Residence District" "R-4, R-P" Planned Residence District, and R-2 One and Two Family Residence District.

The Future Land Use Map designates this area as *Mixed Residential: Low, Medium, High Density Residential and Professional Offices*. The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

The applicant is requesting to vacate (by separate action) an existing 20' sanitary sewer easement and dedicate a new 50' sanitary sewer easement to the south of the existing easement. A new 18" sanitary sewer main will be placed within the newly dedicated sanitary sewer easement. The applicants are planning to build a swimming pool in the future in the area that the new sanitary sewer easement has been relocated to. The applicant constructed a sleeve over the portion of the sanitary sewer where the pool would be constructed in the future. This would allow for the maintenance of the

sewer without disrupting the pool that would be built over the sewer line.

The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 10, 2023.

Therefore, staff recommends that the request by Friends of Faith Retirement Homes, Inc. (Friendship Village), to dedicate a new 50' sanitary sewer easement, and request for an Encroachment Agreement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, be approved for the following reasons.

1. The request would not appear to have a negative impact on the surrounding area.
2. That the existing 18" sewer line main is abandoned and a new 18" sanitary sewer main is placed and relocated to the newly dedicated sanitary sewer easement area which will serve the Friends of Faith Retirement Homes, Inc

NEIGHBORHOOD IMPACT

The request to relocate a sanitary sewer easement would not appear to have a negative impact upon the surrounding area. The request to relocate a sanitary sewer easement would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.

The proposed request would not appear to have a negative impact upon drainage in the area. A portion of the area dedicated for the new sanitary sewer easement is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0303F, dated July 18, 2011.

There is an 8" Sanitary Sewer underneath and 4" drain tile along Park Lane, a 10" Sewer Main underneath W 9th Street, and an 18" Sanitary Sewer line that serves the Friends of Faith Retirement Home Facility. The 18' existing sewer main is being abandoned and a new 18" sewer main constructed within a new 50' sanitary sewer easement to the south of the vacate area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

A public hearing is being held for the vacate portion of the request.

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Sanitary Sewer Easement

An Easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter

(SW 1/4) of Section Three (03), Township Eighty-eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, and that part of Tract A and Tract B, Southbrooke, and that part of Lot Twenty-six (26), Brookeridge, all in Waterloo, Black Hawk County, Iowa. Said Easement is Fifty (50.00) feet wide lying Twenty Five (25.00) feet on each side of the following described centerline, which is the current location of Eighteen (18) inch sanitary sewer line:

Commencing at the Northeast corner of Lot Forty-two (42) Southaven Addition; thence S58°15'28"E Nine Hundred Twenty-eight and Twenty-three Hundredths (928.23) feet along the South right-of-way line of Park Lane to the point of beginning;
thence S27°16'32"W Two Hundred Forty-two and Sixty-seven Hundredths (242.67) feet;
thence S54°59'58"W Three Hundred Nineteen and Forty-five Hundredths (319.45) feet;
thence S57°23'59"W Two Hundred Two and Sixty-two Hundredths (202.62) feet; thence S41°50'28"W Two Hundred Seventy-one and Five Hundredths (271.05) Hundredths feet; thence S89°36'46"W Fifty-five (55.00) feet to the Northeast right-of-way line of Fairlane Avenue and to the point of termination of aforesaid sanitary sewer easement containing 1.25 acres.

The sidelines of said easement shall be lengthened and /or shortened to terminate at said Northeast right-of-way line, the Southeast right-of-way line of said Fairlane Avenue, aforesaid South right-of-way line of Park Lane and as needed to provide a continuous strip.

ATTACHMENTS

1. City Council Packet

REQUEST:	Request by Friends of Faith Retirement Homes, Inc. (Friendship Village), to dedicate a new 50' sanitary sewer easement, and request for an encroachment agreement in the "R-4, R-P" Planned Residence District located at 600 Park Lane.
APPLICANT(S):	Brad Morris on behalf of Friends of Faith Retirement Homes, Inc., 600 Park Lane, Waterloo 50702.
GENERAL DESCRIPTION:	The applicant is requesting to dedicate a new 50' sanitary sewer easement and requesting an encroachment agreement over the new easement.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request dedicate a new a 50' sanitary sewer easement, and request an encroachment agreement for a future pool would not appear to have a negative impact upon the surrounding area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The dedicate a new 50' sanitary sewer easement, and request for an encroachment agreement would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There is currently no trails in the area. There is a sidewalk along both sides of Park Lane.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned "R-4, R-P" Planned Residence District since the adoption of Ordinance 5446 on April 6, 2018 when it was rezoned from "R-3" Multiple Residence District. Surrounding land uses and their zoning designations are as follows: North – Apartment buildings and single family homes, zoned "R-2, C-Z" Conditional Zoning Residential District and "R-2" One and Two Family Residence District. South – Office buildings and E San Marnan Drive, zoned "R-4" Multiple Residence District. East – Long-term Care, apartments, and single family homes zoned "R-3" Multiple Residence District" "R-4, R-P" Planned Residence District, and "R-2" One and Two Family Residence District . West – Apartments and single family homes, zoned "R-3 Multiple Residence District" "R-4, R-P" Planned Residence District, and R-2 One and Two Family Residence District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No buffers would be required as a part of this request.

DRAINAGE:	The proposed request would not appear to have a negative impact upon drainage in the area.
DEVELOPMENT HISTORY:	Multi-family residential and single family homes built between 1971 and 2022.
FLOODPLAIN:	A portion of the area dedicated for the new sanitary sewer easement is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0303F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Lou Henry Elementary is located approximately one half mile to the west, and West High School is located approximately a half a mile to the north. Bontranger Park is north of Park Lane.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is 8" Sanitary Sewer underneath and 4" drain tile along Park Lane, 10" Sewer Main underneath W 9 th Street, and 18" Sanitary Sewer line that serves the Friends of Faith Retirement Home Facility which is being abandoned and relocated within a new 50' sanitary sewer easement to the south of the vacate area.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as <i>Mixed Residential: Low, Medium, High Density Residential and Professional Offices</i> . The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to vacate a sanitary sewer easement, relocate the sanitary sewer, and dedicate a new 50' sanitary sewer easement to the south. The utility easement being vacated currently contains an 18" sewer main which will be abandoned. A new 18" sanitary sewer main will be placed within the newly dedicated sanitary sewer easement. The applicants are planning to build a swimming pool in the future in the area that the new sanitary sewer easement has been relocated to. The applicant constructed a sleeve over the portion of the sanitary sewer where the pool would be constructed in the future. This would allow for the maintenance of the sewer without disrupting the pool that would be built over the sewer line. The applicants are requesting an encroachment agreement be approved along with the action to dedicate the new easement. The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 10, 2023.
TECH REVIEW AND UPDATES	The Tech Review Committee did not have concerns regarding this request.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

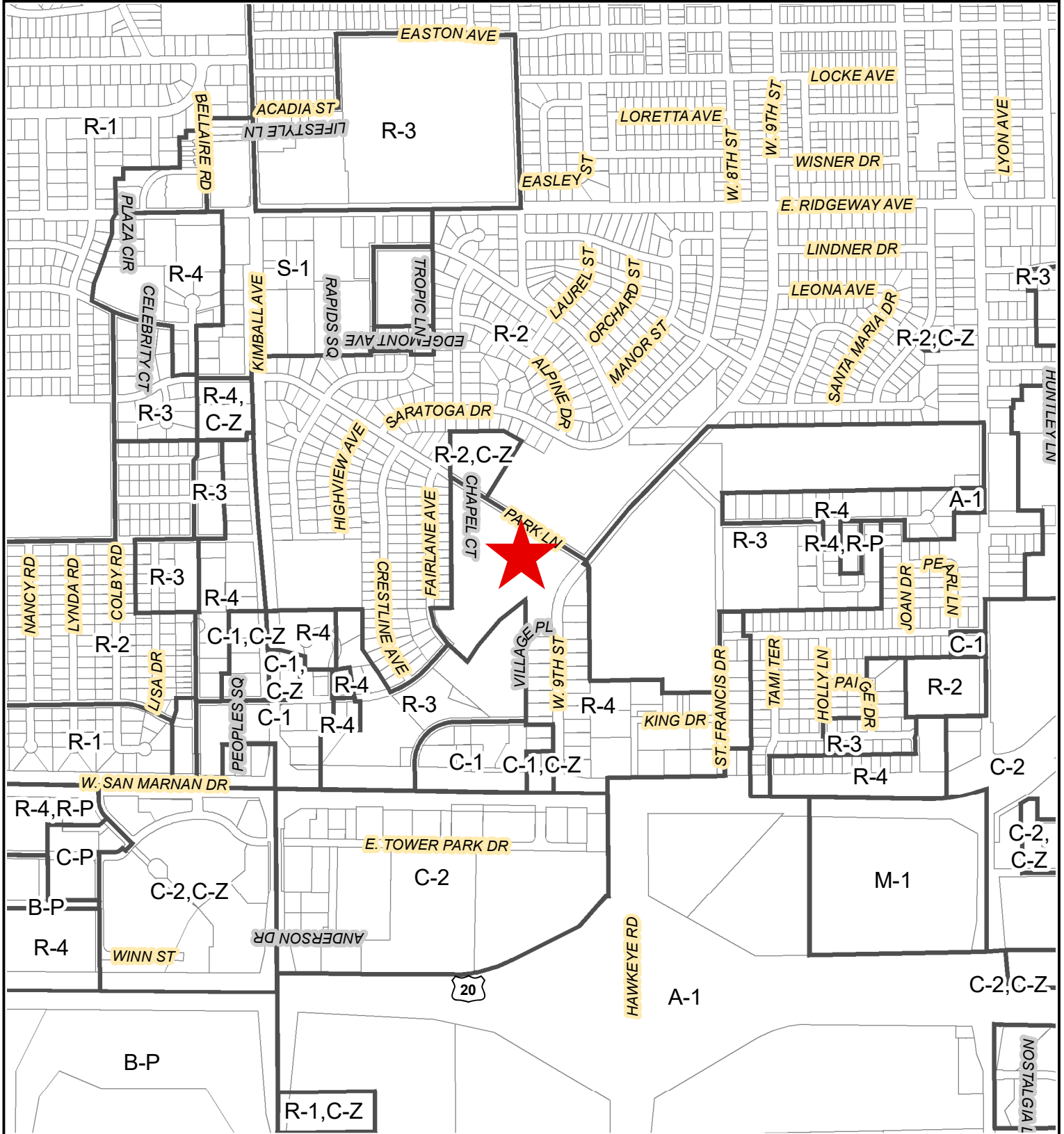
The applicant is not proposing to subdivide the property.

STAFF
RECOMMENDATION:

Therefore, staff recommends that the request by Friends of Faith Retirement Homes, Inc. (Friendship Village), to dedicate a new 50' sanitary sewer easement, and request for an Encroachment Agreement in the "R-4, R-P" Planned Residence District located at 600 Park Lane, be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. That the existing 18" sewer line main is abandoned and a new 18" sanitary sewer main is placed and relocated to the newly dedicated sanitary sewer easement area which will serve the Friends of Faith Retirement Homes, Inc.

City of Waterloo City Council
February 20, 2023



**600 Park Lane
Easement Relocate
Friends of Faith Retirement Homes,
Inc.**

SANITARY SEWER EASEMENT PLAT

Part of the SW 1/4 of Sec. 03-T88N-R13W &
Tracts A & B Southbrooke & Lot 26 Brookeridge,
Waterloo, Black Hawk County, Iowa
Survey for: City of Waterloo
Proprietor: Friends of Faith

SHEET 2 OF 2

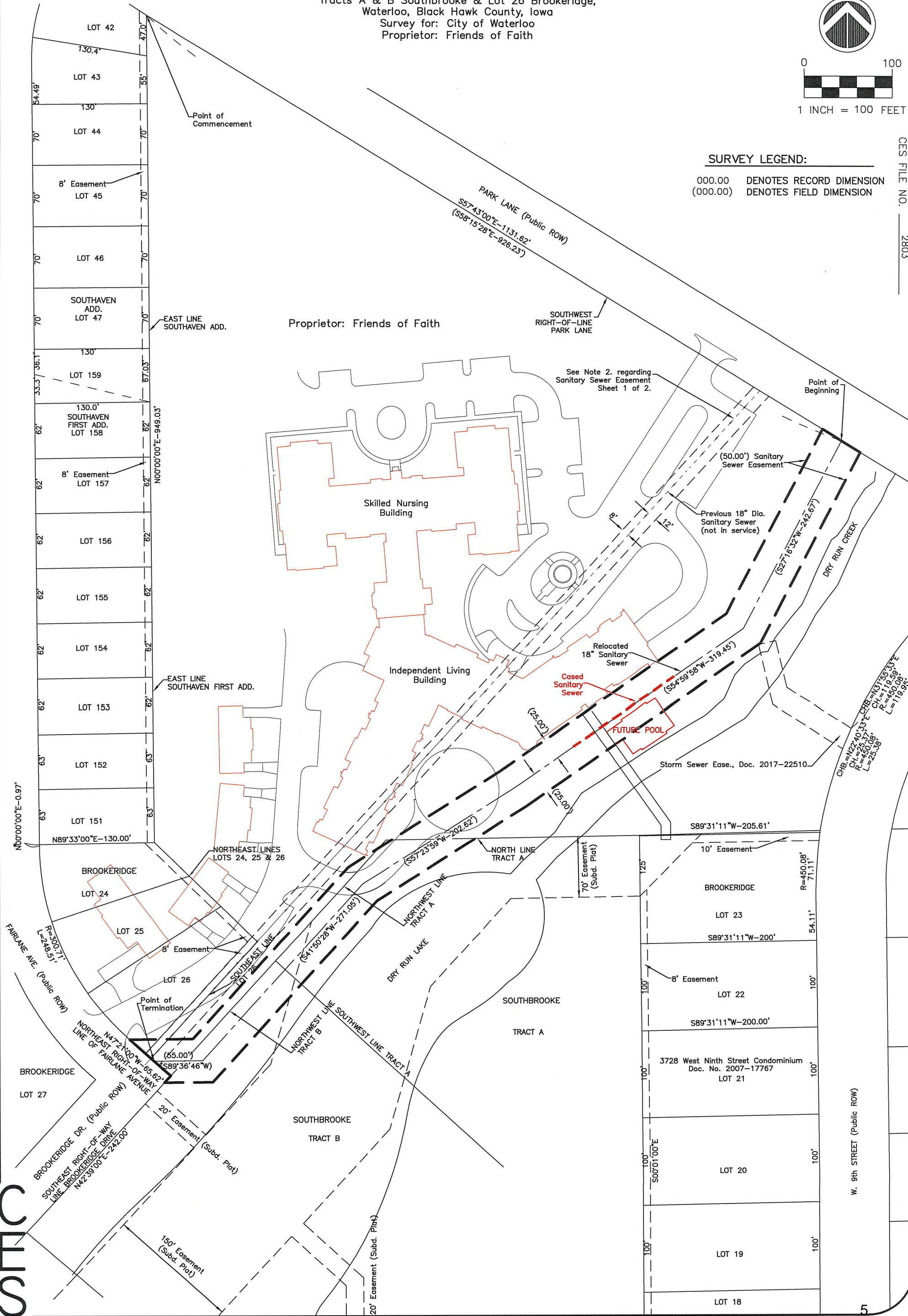


1 INCH = 100 FEET

SURVEY LEGEND:

000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION

CES FILE NO. 2803



INDEX LEGEND
General Description: Part of the SW 1/4 of Sec. 03--T88N--R13W & Tracts A & B Southbrooke & Lot 26 Brookeridge, Waterloo
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235-6294
Survey Requested By: City of Waterloo
Proprietor: Friends of Faith

For County Recorder's use.

SANITARY SEWER EASEMENT PLAT

SHEET 1 OF 2

LEGAL DESCRIPTION

Sanitary Sewer Easement

An Easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter (SW 1/4) of Section Three (03), Township Eighty-eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, and that part of Tract A and Tract B, Southbrooke, and that part of Lot Twenty-six (26), Brookeridge, all in Waterloo, Black Hawk County, Iowa. Said Easement is Fifty (50.00) feet wide lying Twenty-five (25.00) on each side of the following described centerline, which is the current location of Eighteen (18) inch sanitary sewer line:

Commencing at the Northeast corner of Lot Forty-two (42) Southaven Addition; thence S58°15'28"E Nine Hundred Twenty-eight and Twenty-three Hundredths (928.23) feet along the South right-of-way line of Park Lane to the point of beginning;
thence S27°16'32"W Two Hundred Forty-two and Sixty-seven Hundredths (242.67) feet;
thence S54°59'58"W Three Hundred Nineteen and Forty-five Hundredths (319.45) feet;
thence S57°23'59"W Two Hundred Two and Sixty-two Hundredths (202.62) feet;
thence S41°50'28"W Two Hundred Seventy-one and Five Hundredths (271.05) Hundredths feet;
thence S89°36'46"W Fifty-five (55.00) feet to the Northeast right-of-way line of Fairlane Avenue and to the point of termination of aforesaid sanitary sewer easement containing 1.25 acres.

The sidelines of said easement shall be lengthened and /or shortened to terminate at said Northeast right-of-way line, the Southeast right-of-way line of said Fairlane Avenue, aforesaid South right-of-way line of Park Lane and as needed to provide a continuous strip.

NOTES:

1. The basis of bearings for this Plat of Survey is the Southwest line of Park Avenue assigned a bearing of S58°15'28"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.
2. City of Waterloo Engineering Department records show a Twenty (20) foot wide Sanitary Sewer Easement at this location. No record of said Easement was found in the Black Hawk County Recorder's Office.

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: _____
David L. Scheil, P.L.S.

Date: _____, 20____ License No. _____ 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

CES FILE NO. 2803

SANITARY SEWER EASEMENT & ENCROACHMENT AGREEMENT

THIS SANITARY SEWER EASEMENT & ENCROACHMENT AGREEMENT (hereinafter, this “Agreement”) is made and entered into as of _____, by and between **Friends of Faith Retirement Homes, Inc.**, an Iowa nonprofit corporation (hereinafter, the “Owner”), and the **City of Waterloo, Iowa**, an Iowa municipal corporation (hereinafter, the “City”).

WHEREAS, Owner is the owner of real estate legally described on attached **Exhibit A** (hereinafter, the “Owner’s Property”);

WHEREAS, Owner has installed an 18” sanitary sewer (hereinafter, the “Sewer”) on Owner’s Property as indicated on the Sanitary Sewer Easement Plat attached hereto as **Exhibit B** (hereinafter, the “Plat”) and desires to grant City an easement for access to and maintenance of the Sewer over a portion of Owner’s Property as described on the Plat (hereinafter, the “Sewer Easement”);

WHEREAS, Owner has proposed building a swimming pool that may encroach over portions of the Sewer Easement where the Sewer has been cased, as indicated on the Plat (hereinafter, the “Encroachment”), and has requested an allowance for the Encroachment; and

WHEREAS, Owner is willing to grant the Sewer Easement to City, and City is willing to allow the Encroachment to encroach into the Sewer Easement, all subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of their mutual promises herein, and of the mutual representations, covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City agree as follows:

1. Owner hereby grants and conveys to City a permanent easement for the purpose of operating, maintaining, using and reconstructing a sanitary sewer and all necessary appliances and fittings for use in connection with said improvements, together with adequate protection thereof and also a right-of-way with right of ingress and egress thereto, over, through and across the permanent easement area, over the portion of the Owner’s Property described as the “(50.00’) Sanitary Sewer Easement” as shown on the Plat and by this reference made a part hereof (hereinafter, the “Easement Area”).
2. Owner further grants to City the right to enter onto land beyond the Easement Area and conduct emergency repair which may extend minimally beyond the Easement Area, without obtaining a separate temporary easement. City’s right to do such work shall be effective only upon City’s prior notice to Owner, and with minimal disruption of area. In the event of such emergency repair, City agrees to restore the surface grade and plant grass seed.

3. City shall promptly backfill any trench made by it, and repair any damages caused by City within the Easement Area, provided, however, that with respect to any Encroachment installed by Owner City shall be liable to repair damage thereto only if caused by the gross negligence or willful misconduct of City. City agrees to indemnify, defend and hold Owner harmless against any and all claims for bodily injury, death or property damage arising out of and/or related to the easement rights granted herein or City's use thereof, except as otherwise limited by this Agreement.
4. Owner and City acknowledge that Owner reserves the right to use said Easement Area for purposes which will not interfere with City's full enjoyment of its rights hereby granted; provided, that Owner shall not erect or construct any building or other structures except as described in Paragraph 5 below; drill or operate any well; construct any reservoirs or other obstructions on said Easement Area; and will not diminish or add to the ground cover over said Easement Area. At its own risk Owner may plant trees and shrubs on the Easement Area, and if damage or destruction of such planting is reasonably necessary in connection with City's exercise of its rights under this Agreement then City shall have no duty to replace it. City further agrees that nothing in this Easement Agreement shall in any way preclude Owner from causing, allowing or permitting utilities to cross the Easement Area.

FURTHERMORE, Owner and City agree as follows:

5. City hereby grants Owner the right to place and maintain, at Owner's sole risk, a swimming pool and related improvements in, upon and over the Encroachment area depicted on Exhibit B attached hereto, subject to the rights of the City and/or any agency to which the City has granted a utility franchise or license agreement to and for access over, under and upon said Easement Area, expressly recognizing and acknowledging that any damage that occurs to the Sewer will be the sole risk and expense of Owner, including repair, removal or replacement expenses. Prior to commencing repair or maintenance work to the Sewer located within the Encroachment, City shall notify Owner of the work plans for such repair or maintenance work, except in cases of emergency, in which event City shall notify Owner of such work plans as soon as practicable. City shall not be liable for damage caused to the Encroachment arising from City's exercise of its rights under this Agreement, except for damage caused by the gross negligence or willful misconduct of City.
6. Owner shall protect, defend, indemnify, and hold harmless City and its successors and assigns, and its officers, elected officials, employees, and agents, and any agency to which the City has granted a utility franchise or right-of-way license agreement, from and against any claim, damages, liability and expenses (including, but not limited to, reasonable attorney's fees and costs of litigation) of any type or nature whatsoever, except those arising out of the grossly negligent acts or omissions of the indemnified parties, arising out of the use, maintenance or removal of said Encroachment. This covenant shall survive the termination of this Agreement.
7. This Agreement may be amended only in a written instrument signed by the parties. The provisions of this Agreement hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto; shall be deemed to apply to and run with the land and with the title to the land; and shall be recorded in the Black Hawk County Recorder's Office.

[Signature pages follow.]

OWNER

Friends of Faith Retirement Homes, Inc.


By: Brad Morris
Its: Chair

STATE OF IOWA)
COUNTY OF BLACK HAWK) ss:

This instrument was acknowledged before me on 12/8/22, by Brad Morris, as
Chair of Friends of Faith Retirement Homes, Inc.




Notary Public

EXHIBIT A

Tracts A and B, Southbrooke in the City of Waterloo, Black Hawk County, Iowa, and Lots 22, 23, 24, 25 and 26, Brookeridge in the City of Waterloo, Black Hawk County, Iowa, and that part of the Southwest Quarter of Section 3, Township 88 North, Range 13 West of the Fifth Principal Meridian, Black Hawk County, Iowa, all lying within the following described tract:

Beginning at the Southeast corner of Lot 151, "Southaven First Addition" to the City of Waterloo, Black Hawk County, Iowa; thence North 00°00'00" East along the East line of said Southaven First Addition and the East line of "Southaven Addition" Waterloo, Black Hawk County, Iowa, 949.03 feet to the Southwesterly R-O-W line of Park Lane; thence South 57°43'00" East along said Southwesterly R-O-W line of Park Lane, 1131.62 feet to the Northwesterly R-O-W line of West Ninth Street; thence South 40°10'00" West along said Northwesterly R-O-W line of West Ninth Street, 155.85 feet; thence Southwesterly along said Northwesterly R-O-W line of West Ninth Street, being a tangent curve concave Southeasterly and having a radius of 450.08 feet, an arc distance of 315.66 feet; thence South 00°01'00" East along the Westerly R-O-W line of West Ninth Street, 154.11 feet to the Southeast corner of Lot 22, Brookeridge in the City of Waterloo, Black Hawk County, Iowa; thence South 89°31'11" West along the South line of said Lot 22, 200.00 feet to a point on the East line of Tract A, Southbrooke in the City of Waterloo, Black Hawk County, Iowa; thence South 00°01'00" East along the East line of said Tract A, 600.00 feet to the Southeast corner of said Tract A and the Northerly R-O-W line of Southbrooke Drive; thence South 89°31'11" West along said Northerly R-O-W line of Southbrooke Drive, 270.00 feet to the Southwesterly line of Tract B, Southbrooke; thence North 48°40'57" West along said Southwesterly line of Tract B, 570.95 feet to the Southeasterly R-O-W line of Brookeridge Drive; thence North 42°39'00" East along said Southeasterly R-O-W line of Brookeridge Drive, 242.00 feet to the Northeasterly R-O-W line of Fairlane Avenue; thence North 47°21'00" West along said Northeasterly R-O-W line of Fairlane Avenue, 65.62 feet; thence Northwesterly along said Northeasterly R-O-W line of Fairlane Avenue, being a tangent curve concave Northeasterly and having a radius of 300.71 feet, an arc distance of 248.51 feet; thence North 00°00'00" East along the Easterly R-O-W line of Fairlane Avenue, 0.97 feet to the Southwest corner of said Lot 151, Southaven First Addition; thence North 89°33'00" East along the South line of said Lot 151, 130.00 feet to the point of beginning, and also

Beginning at the Northwest corner of Lot 1, Brookeridge in the City of Waterloo, Black Hawk County, Iowa; thence North 89°31'11" East along the North line of said Lot 1, 193.01 feet to the Northeast corner of said Lot 1; thence North 00°01'00" West, 290.08 feet to the Southwesterly R-O-W line of Park Lane; thence North 57°43'00" West along said Southwesterly R-O-W line of Park Lane, 5.44 feet to the Southeasterly R-O-W line of West Ninth Street; thence South 40°10'00" West along said Southeasterly R-O-W line of West Ninth Street, 166.93 feet; thence Southwesterly along said Southeasterly R-O-W line of West Ninth Street, being a tangent curve concave Southeasterly and having a radius of 370.08 feet, an arc distance of 187.52 feet to the point of beginning.

The East line of "Southaven First Addition" to the City of Waterloo, Black Hawk County, Iowa is assumed to bear North 00°00'00" East and the North line of Lot 1, Brookeridge in the City of Waterloo, Black Hawk County, Iowa is assumed to bear North 89°31'11" East.

INDEX LEGEND
General Description: Part of the SW 1/4 of Sec. 03--T88N--R13W & Tracts A & B Southbrooke & Lot 26 Brookeridge, Waterloo
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc. 2705 University Avenue (P.O. Box 898) Waterloo, Iowa 50704 (319)235-6294
Survey Requested By: City of Waterloo
Proprietor: Friends of Faith

For County Recorder's use.

SANITARY SEWER EASEMENT PLAT

SHEET 1 OF 2

LEGAL DESCRIPTION
Sanitary Sewer Easement

An Easement for sanitary sewer purposes over, under and across that part of the Southwest Quarter (SW 1/4) of Section Three (03), Township Eighty-eight North (T88N), Range Thirteen West (R13W), of the Fifth Principal Meridian, and that part of Tract A and Tract B, Southbrooke, and that part of Lot Twenty-six (26), Brookeridge, all in Waterloo, Black Hawk County, Iowa. Said Easement is Fifty (50.00) feet wide lying Twenty-five (25.00) on each side of the following described centerline, which is the current location of Eighteen (18) inch sanitary sewer line:

Commencing at the Northeast corner of Lot Forty-two (42) Southaven Addition; thence S58°15'28"E Nine Hundred Twenty-eight and Twenty-three Hundredths (928.23) feet along the South right-of-way line of Park Lane to the point of beginning;
thence S27°16'32"W Two Hundred Forty-two and Sixty-seven Hundredths (242.67) feet;
thence S54°59'58"W Three Hundred Nineteen and Forty-five Hundredths (319.45) feet;
thence S57°23'59"W Two Hundred Two and Sixty-two Hundredths (202.62) feet;
thence S41°50'28"W Two Hundred Seventy-one and Five Hundredths (271.05) Hundredths feet;
thence S89°36'46"W Fifty-five (55.00) feet to the Northeast right-of-way line of Fairlane Avenue and to the point of termination of aforesaid sanitary sewer easement containing 1.25 acres.

The sidelines of said easement shall be lengthened and /or shortened to terminate at said Northeast right-of-way line, the Southeast right-of-way line of said Fairlane Avenue, aforesaid South right-of-way line of Park Lane and as needed to provide a continuous strip.

NOTES:

1. The basis of bearings for this Plat of Survey is the Southwest line of Park Avenue assigned a bearing of S58°15'28"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.
2. City of Waterloo Engineering Department records show a Twenty (20) foot wide Sanitary Sewer Easement at this location. No record of said Easement was found in the Black Hawk County Recorder's Office.

CES FILE NO. 2803

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

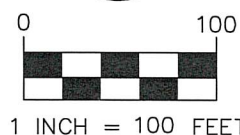
Signature: David L. Scheil, P.L.S.

Date: , 20 License No. 16775

Pages or Sheets Covered by this Seal: 2

My license renewal date is December 31, 2022

SHEET 2 OF 2

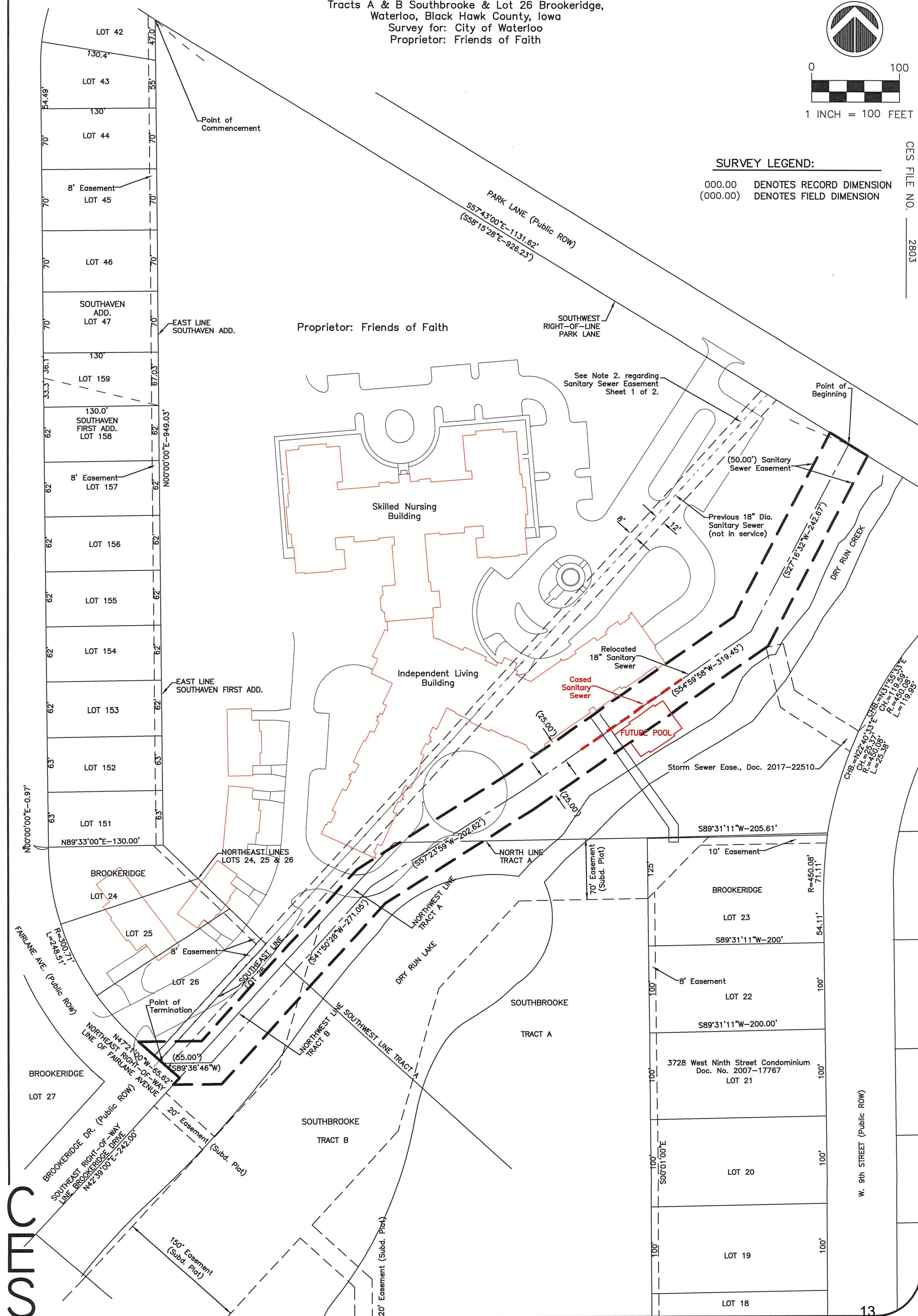


1 INCH = 100 FEET

SURVEY LEGEND:

000.00	DENOTES RECORD DIMENSION
(000.00)	DENOTES FIELD DIMENSION

CES FILE NO. 2803



City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ Offer to Vacate and Purchase City Right-of-Way
☒ Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement
☐ Sale of City-Owned Property

Applicant (Business Name if Applicable: Friends of Faith Retirement Homes, Inc.

Address: 600 Park Lane, Waterloo, IA 50702

Phone No.: (319) 291-8100

Email: mry@shuttleworthlaw.com and lgates@fvrc.com

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.): Sanitary sewer between
Brookeridge Drive and
Legal description of area to be conveyed, vacated, or encroached: See attached. Park Lane

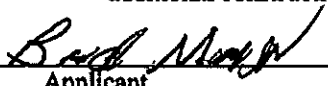
1. A non-refundable filing fee(s) shall be made as follows (checks payable to City of Waterloo):
 - Right-of-way vacation – One Hundred Seventy Five Dollar (\$175.00) Filing Fee
 - Easement or sidewalk vacation – Seventy Five Dollar (\$75.00) Filing Fee
 - Encroachment – One Hundred Dollar (\$100.00) Filing Fee
 - Sale of city-owned property not required to be vacated – No Fee
 - Any request not meeting the Sale of Property Policy – One Hundred Dollar (\$100.00) Fee
2. Offer Price*[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
 - Asking price (see attached Sale of Property Policy for how calculated): _____
 - Deductions
 - May decrease price by 50% for area located within an easement: _____
 - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
 - Costs (surveying & misc., demolition, remove of curbs, etc): _____

Asking price – Deductions = Value of Property: _____

Offer Price for Entire Area: _____

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. **Publication and Recording Fees*:** At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.
4. **Easement*:** The following easement shall be retained:
See attached Sanitary Sewer Easement & Encroachment Agreement.
5. **Other:** Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.


Applicant

Friends of Faith Retirement Homes, Inc.
By Brad Morris, its Chairman
Print Name

12/8/22
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving an Early Access Agreement with Weatherfield Realty Group, LLC, to allow development activities including the construction of a foundation on a portion of Lot No. 2, Northeast Industrial Park No. 1, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Weatherfield Realty Group has been looking for a small lot for a 230-square-foot telecommunication facility. The City has identified a location within the Northeast Industrial Park that will suit their needs. They would like to start construction in early March and the Early Access agreement will insure that happens.

NEIGHBORHOOD IMPACT

The site is zoned for industrial uses and is currently being farmed. There is no anticipated negative impact on the neighbors.

DATA, ANALYSIS, AND STRATEGIES

The lot in question has been platted since 1996. All of the infrastructure to the lot is in place. The project is proposed on approximately 0.33 acres of the 1.18-acre site.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

The project is located within the Northeast Industrial Park that is zoned M-2,P, Planned Industrial District. This zoning does require site plan approval by the Planning and Zoning Commission along with City Council.

COMMUNITY ENGAGEMENT METHODS

City Council is public meeting, so notice to public will be included with the meeting preparation.

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

Deny the Request

LEGAL DESCRIPTION

The Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Weatherfield early access agt
2. Weatherfield Waterloo Site plan Final
3. Weatherfield plat of survey

EARLY ACCESS AGREEMENT

This Early Access Agreement (the “Agreement”) is entered into as of _____, 2023, by and between the City of Waterloo, Iowa (“City”) and Weatherfield Realty Group LLC (the “Company”).

WHEREAS, City and Company are parties to a development agreement concerning a project to be undertaken by Company on certain real property described as “the Westerly 65 feet of Lot 2, except the South 227 feet thereof, in Northeast Industrial Park Plat No. 1” (the “Property”), located in the Northeast Industrial Area Urban Renewal and Redevelopment Plan area; and

WHEREAS, the parties desire that Company have access to the Property to begin certain activities before the Property is conveyed to Company.

NOW, THEREFORE, in consideration of the future transactions contemplated by the parties as described above, and in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. City hereby grants to Company the right to enter upon the Property to begin development activities, including but not limited to survey work, earth moving and construction of building footings and foundation. The term of this Agreement shall be from the date hereof until the date that City delivers a deed to Company for the Property pursuant to a development agreement. Company’s right to conduct its activities upon the Property is expressly made subject to prior receipt of applicable zoning, building, and other regulatory approvals.

2. Company shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than \$1,000,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of Company, its employees, contractors and agents, and shall protect the City, its officers, officials, employees, and agents, against any and all claims, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and expenses) arising from or in connection with injury or death to any person or persons, or loss of or damage to property, by reason of any casualty, accident or other occurrence on or about the Property during the term of this Agreement. Certificates or copies of said policies, naming the City as an additional insured, shall be delivered to City before Company, its employees, contractors, or agents, enter upon the Property for any purpose.

3. Company agrees to be responsible for any liability which may arise out of the acts or omissions of Company, its employees, agents and contractors, on or about the Property, and in said connection Company agrees to indemnify and hold harmless City, its officials, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, damages, costs, fines, penalties, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys’ fees, arising out of said acts or omissions, whether sounding in law or equity, in tort or contract, by statute, or otherwise. The duties of Company under this paragraph shall survive the expiration or termination of this Agreement.

4. If for any reason the contemplated sale and purchase of the Property between the parties is canceled or otherwise does not occur, then at its sole expense Company shall promptly

remove from the Property all of its personal property and materials or debris that it has deposited on the Property during the term hereof and restore, as nearly as possible, the condition of the Property to that which existed upon Company's initial entry upon the Property hereunder, except as otherwise permitted by express written consent of City.

5. Notwithstanding this Agreement, the parties agree to work cooperatively in good faith to finalize the terms of a development agreement in respect of the Property as expeditiously as possible.

6. The rights and duties of Company under this Agreement may not be assigned without the prior written consent of City. This Agreement is the entire agreement of the parties concerning the subject matter hereof. It may not be modified or amended without the prior written consent of the parties. This Agreement is binding on the parties and the respective successors and assigns of each. This Agreement may be executed in multiple counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Early Access Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

WEATHERFIELD REALTY GROUP LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Tim Coefield, Manager

Attest: _____
Kelley Felchle, City Clerk

K:\ATL_Wireless\Reworkx\Waterloo\CAD\CDS\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

PREPARED FOR:



SITE NAME:

WATERLOO

SITE ADDRESS (E-911 TO BE VERIFIED)

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY
LATITUDE: 42° 30' 45.44" N
LONGITUDE: 92° 17' 16.10" W
PARCEL ID: 891220201011
ZONING CLASSIFICATION: M-2,P

DEVELOPER
UNITI FIBER C/O
REWORX SERVICE GROUP, LLC.
PHONE: (678) 468-7580
EMAIL: TIM.COEFIELD@REWORXSG.COM
ATTN: TIM COEFIELD

PROPERTY OWNER
WEATHERFIELD REALITY GROUP, LLC
3766 POE DRIVE
VESTAVIA HILLS, AL 35223
PHONE: (678) 468-7580
ATTN: TIM COEFIELD

POWER PROVIDER
MIDAMERICAN ENERGY
PO BOX 4350
DAVENPORT, IA 52808-4350
PHONE: (800) 329-6261
ATTN: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 299-7052
ATTN.: TREVOR NEWTON, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	TITLE SHEET
-	SURVEY SHEET (1 OF 1)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING AND EROSION CONTROL PLAN
C4	GRADING AND EROSION CONTROL DETAILS
C5	GRAVEL COMPOUND DETAIL
C6	FENCE, GATE AND COMPOUND DETAILS
C7	FIBER SHELTER ELEVATIONS
S1	FOUNDATION PLAN
S2	FOUNDATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY ROUTING PLAN
E3	METER RACK PROFILE
E4	GROUNDING NOTES
E5	GROUNDING PLAN
E6	GROUNDING DETAILS
E7	GROUNDING DETAILS

SHEET INDEX

CITY OF WATERLOO PLANNING & ZONING
715 MULBERRY ST.
WATERLOO, IA 50703
PHONE: (319) 291-4366
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BLACK HAWK SHERIFF'S OFFICE
225 E 6TH ST
WATERLOO, IA 50703
PHONE: (319) 291-2587
ATTN.: NON-EMERGENCY BUSINESS

WATERLOO FIRE RESCUE (FIRE STATION 5)
617 NEVADA ST.
WATERLOO, IA 50703
PHONE: (319) 291-4465
ATTN.: NON-EMERGENCY BUSINESS



JURISDICTION:
CITY OF WATERLOO
STATE:
IOWA

SCOPE OF WORK:
UNMANNED TELECOMMUNICATIONS FACILITY

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 19013C0193F DATED 07/18/11 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

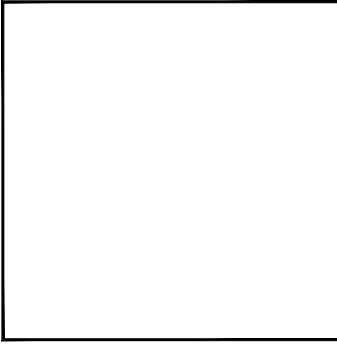
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1

SITE INFORMATION

SITE ADDRESS:
NEWELL STREET
WATERLOO, IA 50703

PARCEL ID

891220201011

PARENT PARCEL DESCRIPTION (AS PROVIDED PER BLACK HAWK CO. GIS)

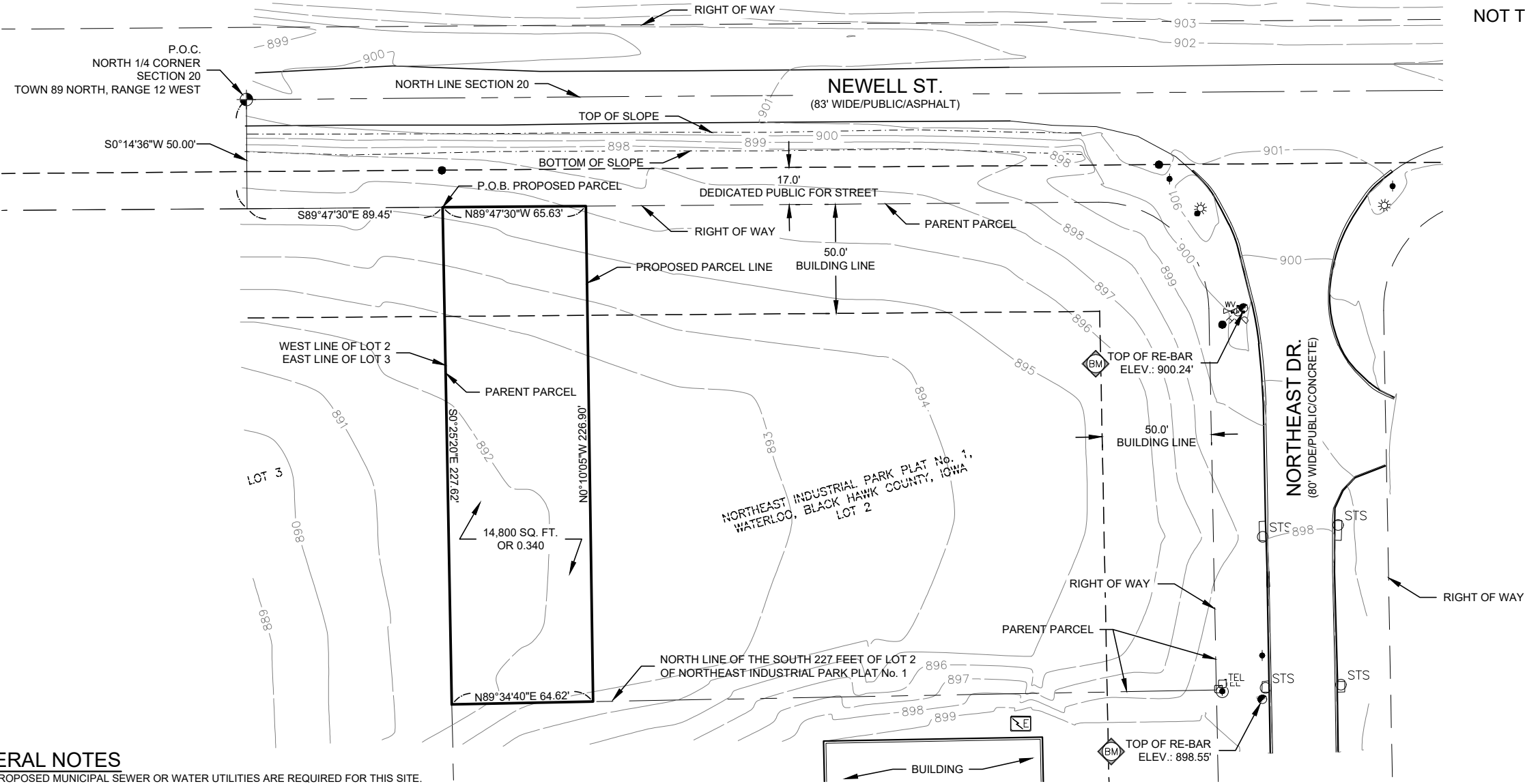
NORTHEAST INDUSTRIAL PARK PLAT NO 1 LOT 2 EXC S 227 FT.

PROPOSED PARCEL DESCRIPTION (AS SURVEYED)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.



VICINITY MAP
NOT TO SCALE



DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (TABLOID/LEGAL) SIZED PAPER, WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

GENERAL NOTES

- NO PROPOSED MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE.
- THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE PROPOSED INSTALLATION.
- NO SIGNIFICANT RUNOFF IS GENERATED BY THE PROPOSED INSTALLATION.

CERTIFICATION :

I MATTHEW T. MOKANYK CERTIFY THAT I HAVE SURVEYED AND MARKED THE PROPOSED EQUIPMENT INSTALLATION AND EXISTING FEATURES AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

Matthew T. Mokanyk
Matthew T. Mokanyk, P.S., P.E.
Iowa P.S. No. 18019

01/16/23
Date

BEARINGS BASIS: N89°47'30"W ALONG THE NORTH LINE OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST



SURVEY PLAN

SCALE: 1"=60'



• IRON FOUND
• IRON SET
• P.K. NAIL FOUND
• P.K. NAIL SET
⊙ GPS MONUMENT
⊙ MONUMENT BOX FOUND
⊙ MONUMENT FOUND
⊙ MONUMENT SET
(R) RECORD
(M) MEASURED
⊙ STS STORM MANHOLE
⊙ CATCH BASIN
⊙ SQUARE CATCH BASIN
⊙ SANITARY MANHOLE
⊙ SANITARY CLEAN-OUT
⊙ MONITOR WELL
⊙ TELCO. MANHOLE
--- E --- POWER POLE
--- GUY --- GUY
⊙ LIGHT POLE
⊙ ELECTRIC TRANSFORMER
⊙ ELECTRIC METER
⊙ ELECTRIC HANDHOLE
⊙ WATER VALVE
⊙ HYDRANT
⊙ GAS METER
⊙ GAS MARKER
⊙ GAS VALVE
⊙ TELEPHONE PEDESTAL
⊙ SIGN POST
⊙ FENCE LINE
⊙ BENCHMARK
LEGEND
ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.



PROFESSIONAL SURVEYING & ENGINEERING
AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, LA, MI, MN, MO, NE,
NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI
231.943.0050ph 877.820.LAND toll free
www.landtechps.com www.towersurveyors.com

WATERLOO

SITE ADDRESS:
715 MULBERRY ST.
WATERLOO, IA 50703
COUNTY: BLACK HAWK

Sheet Title:
SURVEY PLAN

Sheet Number:
S-1

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1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND UNITI SPECIFICATIONS, THE UNITI PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 SHELTER IS SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.08 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.09 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "IOWA ONE CALL SYSTEM" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 292-8989 (OR 811) ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.10 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.11 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY UNITI PROJECT MANAGER.
- 1.12 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER UNITI PROJECT MANAGER'S INSTRUCTIONS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

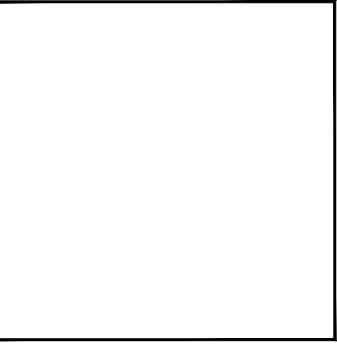
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

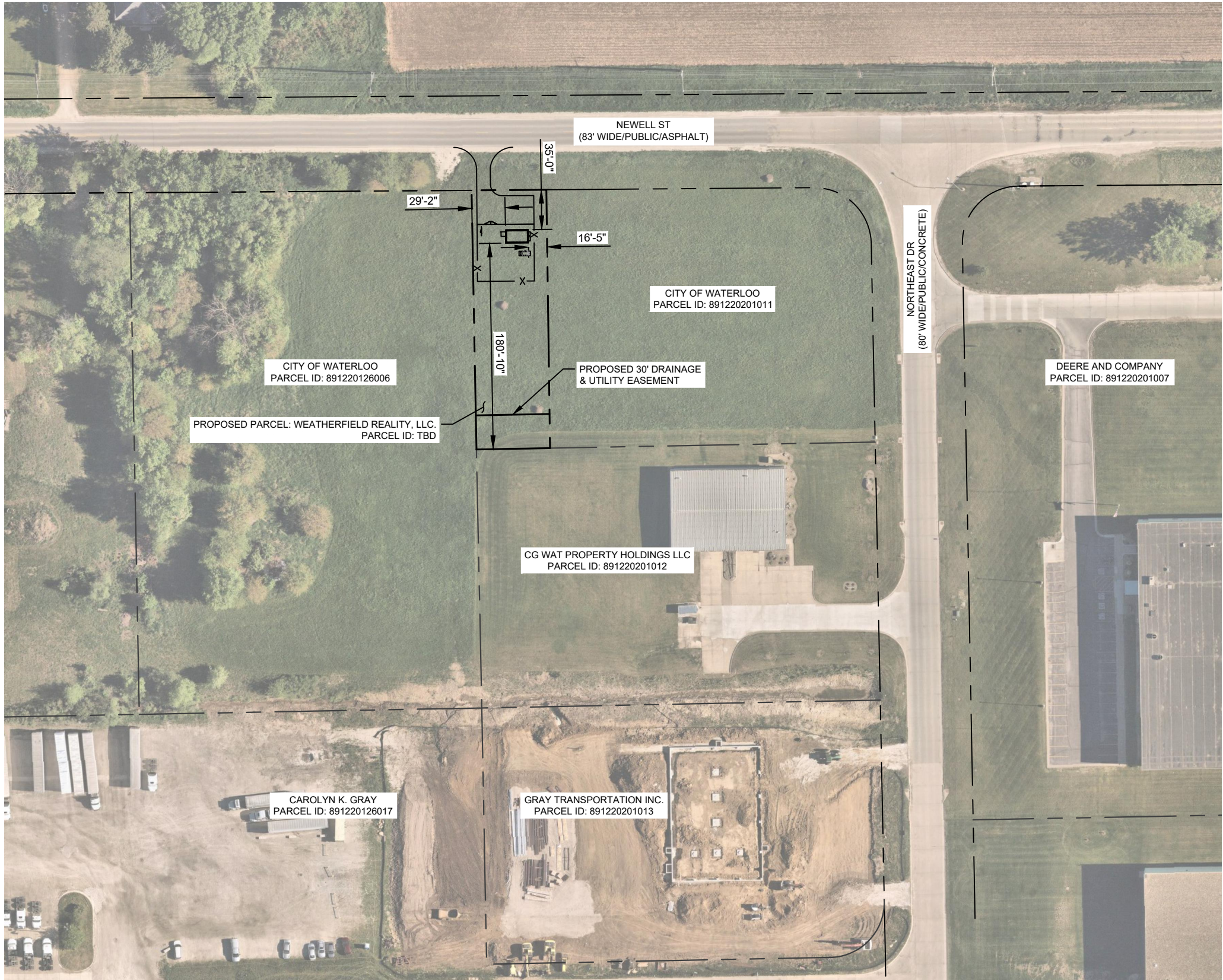
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

K:\ATL_Wireless\Reworkx\Waterloo\CAD\CDs\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton



SETBACKS TO PROPERTY LINES (FROM FIBER SHELTER)	
NORTH	35'-0"
SOUTH	180'-10"
EAST	16'-5"
WEST	29'-2"



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworkx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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2			
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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**OVERALL PARCEL
PLAN**

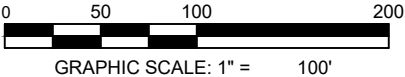
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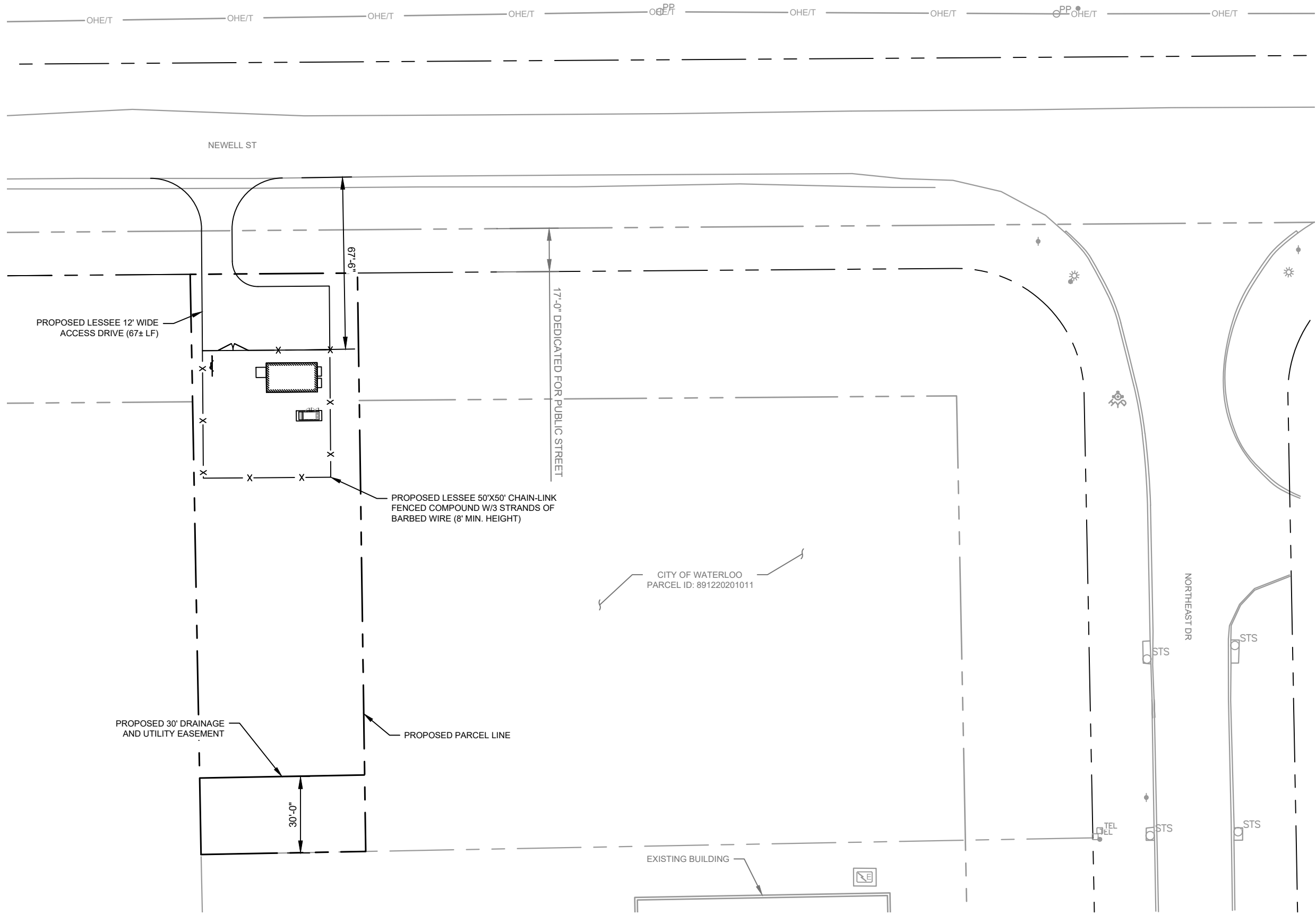
SURVEY NOTE:

- UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C0 **OVERALL PARCEL PLAN**
SCALE: 1" = 100'



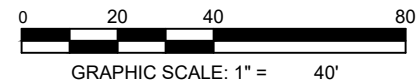
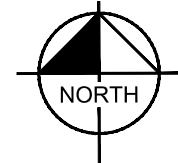
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SURVEY NOTE:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1 OVERALL SITE PLAN
C1 SCALE: 1" = 40'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

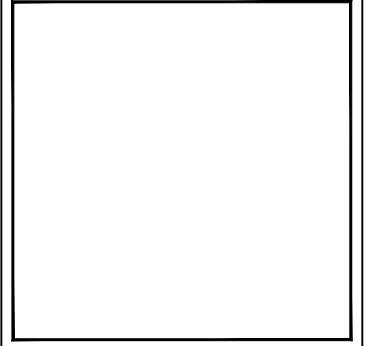
PLANS PREPARED FOR:



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0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

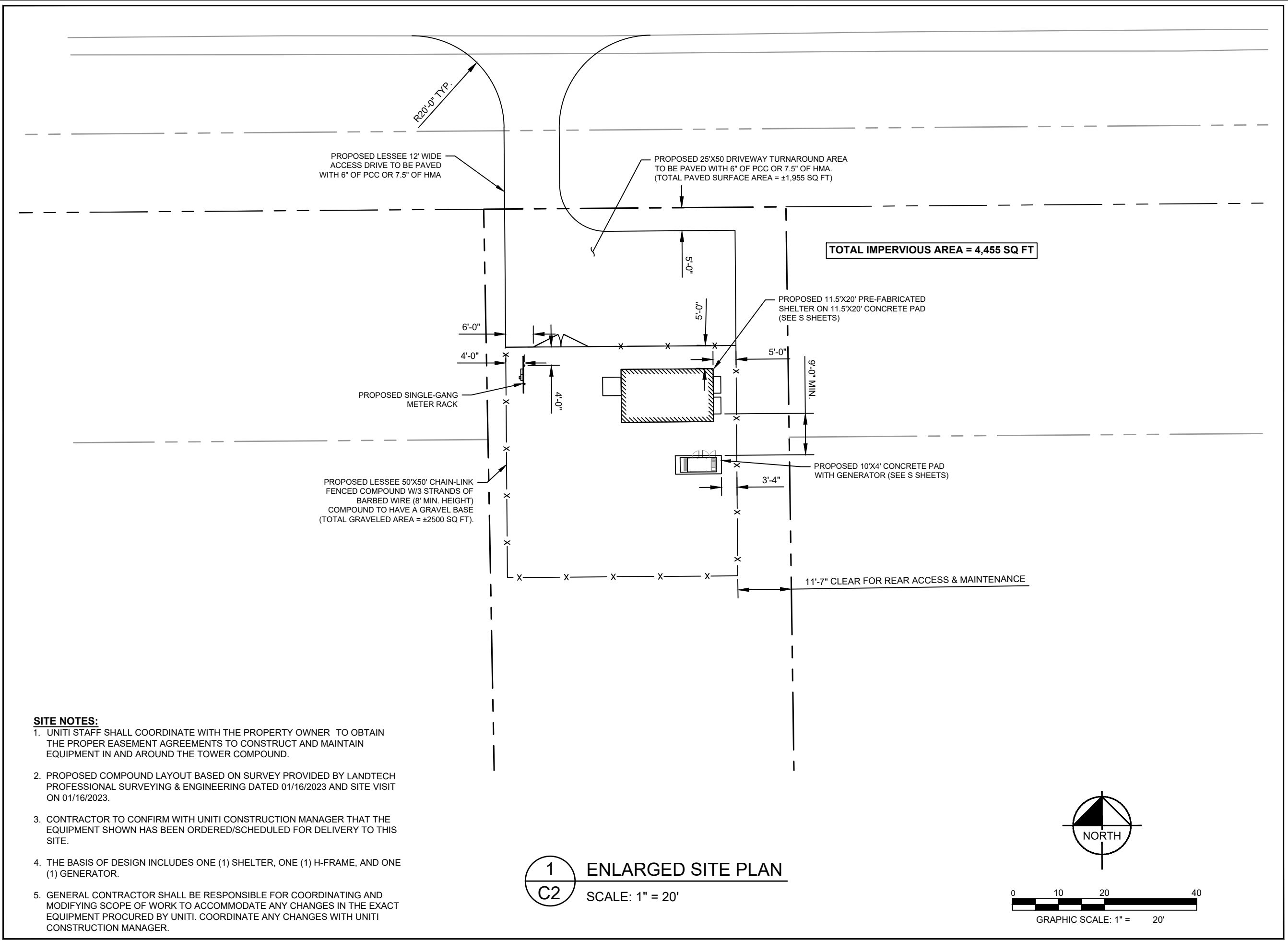
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OVERALL SITE PLAN

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C1

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PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

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SHEET TITLE:

ENLARGED SITE
PLAN

SHEET NUMBER:

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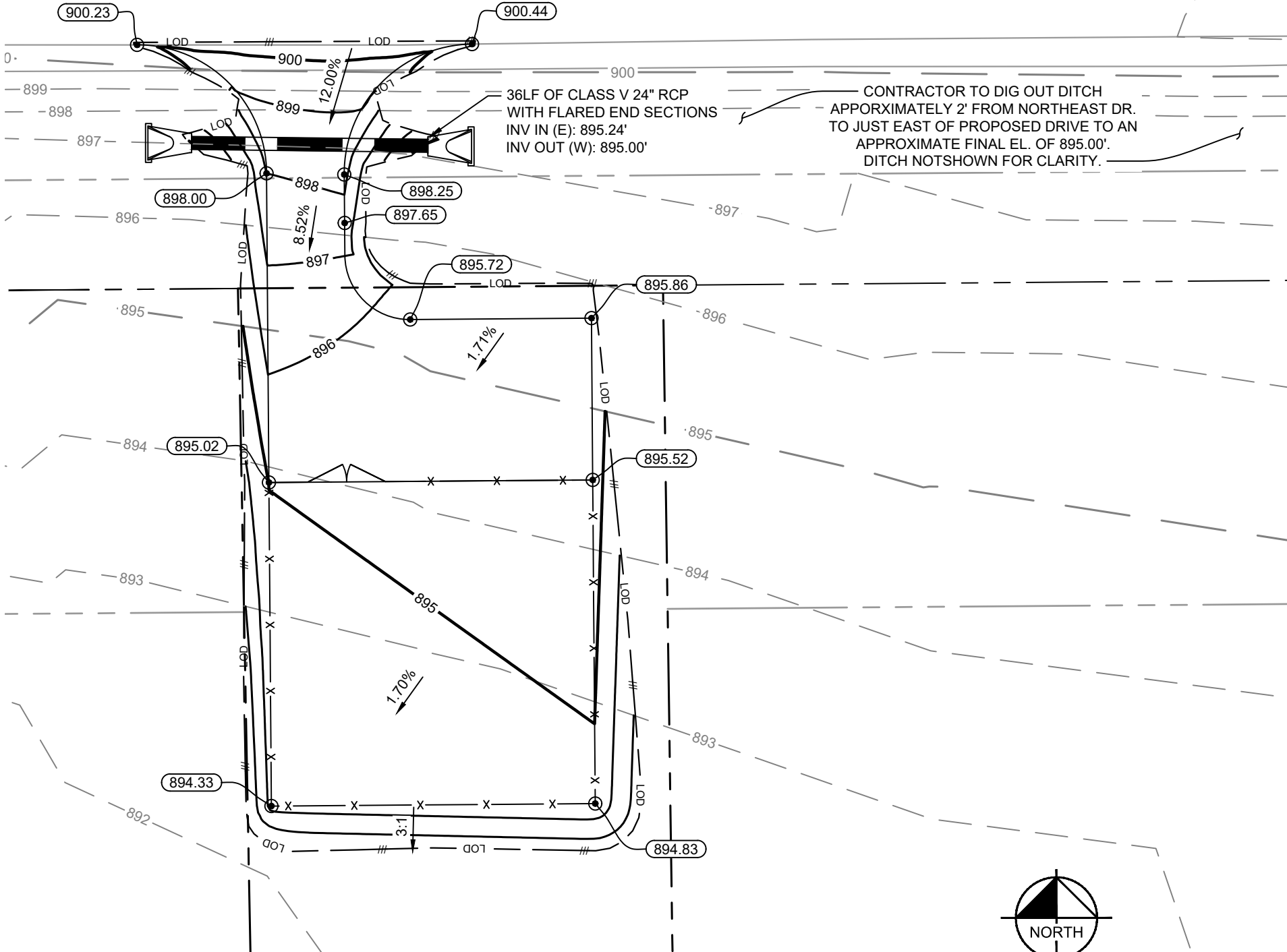
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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 6,039± SQ. FT. (0.14 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

- GRADING NOTES:
1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
 2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
 3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
 4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
 5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
 6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
 7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
 8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
 9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
 10. MAXIMUM FILL SLOPE = 4H:1V UNLESS OTHERWISE NOTED.

LEGEND

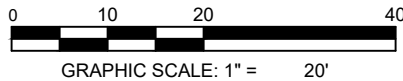
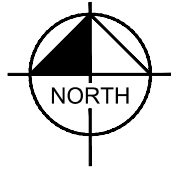
EXISTING CONTOURS ————
PROPOSED CONTOURS ————
LOD/SILT FENCE ———— LOD ————
PROPOSED SPOT ELEVATION ● (XX.XX)



1
C3

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GRADING AND
EROSION
CONTROL PLAN**

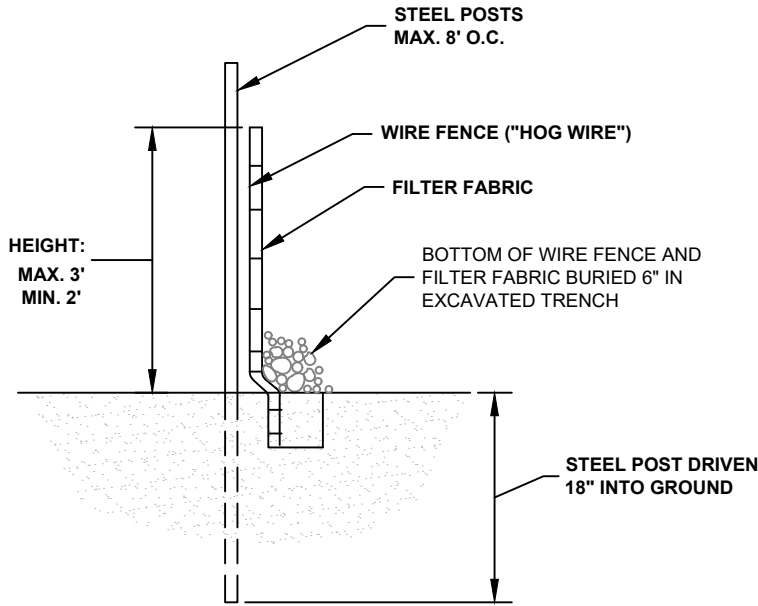
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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1

C4

SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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LICENSER:

KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

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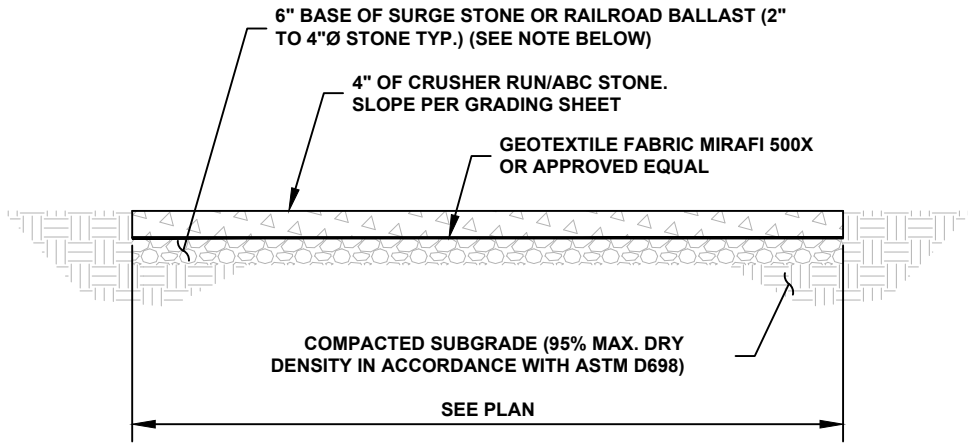
SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

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NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE GRAVEL COMPOUND, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"Ø STONE TYP.)

1 GRAVEL COMPOUND DETAIL
C5 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

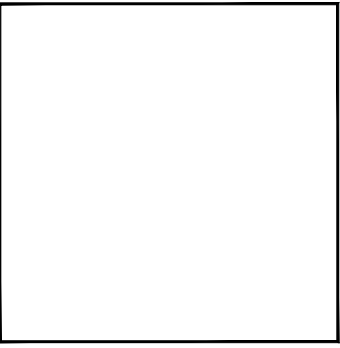
PLANS PREPARED FOR:



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LICENSER:



KHA PROJECT NUMBER:

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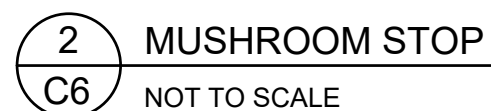
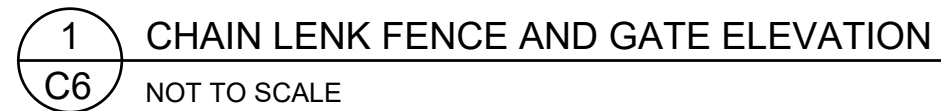
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GRAVEL
COMPOUND
DETAIL

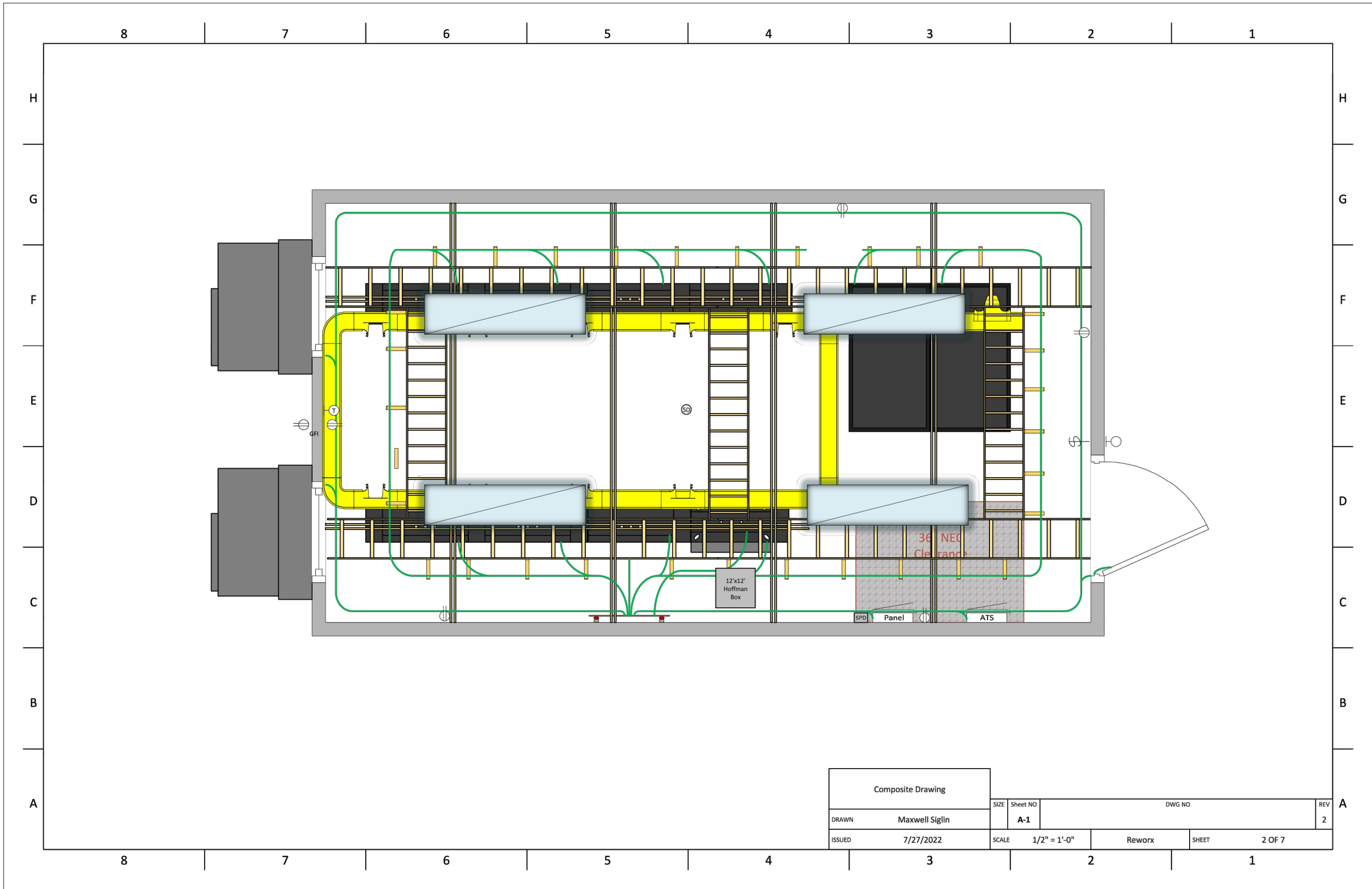
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C5

1. **USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.**
2. **WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.**
3. **ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.**
4. **CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.**
5. **PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.**
6. **THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.**
7. **CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.**
8. **CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.**



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1
C7

CELL SITE SHELTER DRAWINGS
NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

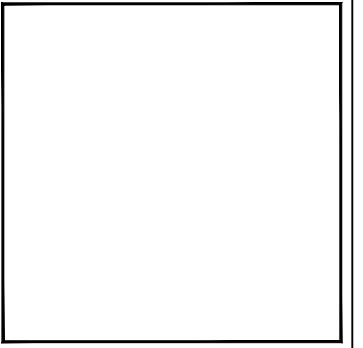
PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

FIBER SHELTER
ELEVATIONS

SHEET NUMBER:

C7

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FOUNDATION NOTES

1. GENERAL
- 1.1

FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- 1.2

EXCAVATE A MINIMUM 42" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL.
- 1.3

PERIMETER FOOTING FOR THE SHELTER AND GENERATOR FOUNDATIONS MUST BE A MINIMUM DEPTH OF 42" BELOW FINISH GRADE.
- 1.4

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- 1.5

CONTRACTOR TO CUT/FILL FOUNDATION TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL MATERIALS SHALL ACHIEVE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE UNITI PROJECT MANAGER.
2. MATERIALS
- 2.1

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.2

CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.3

REINFORCING BARS SHALL CONFORM TO THE LATEST REVISION OF ASTM-A615 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318.
- 2.4

TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.5

CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.6

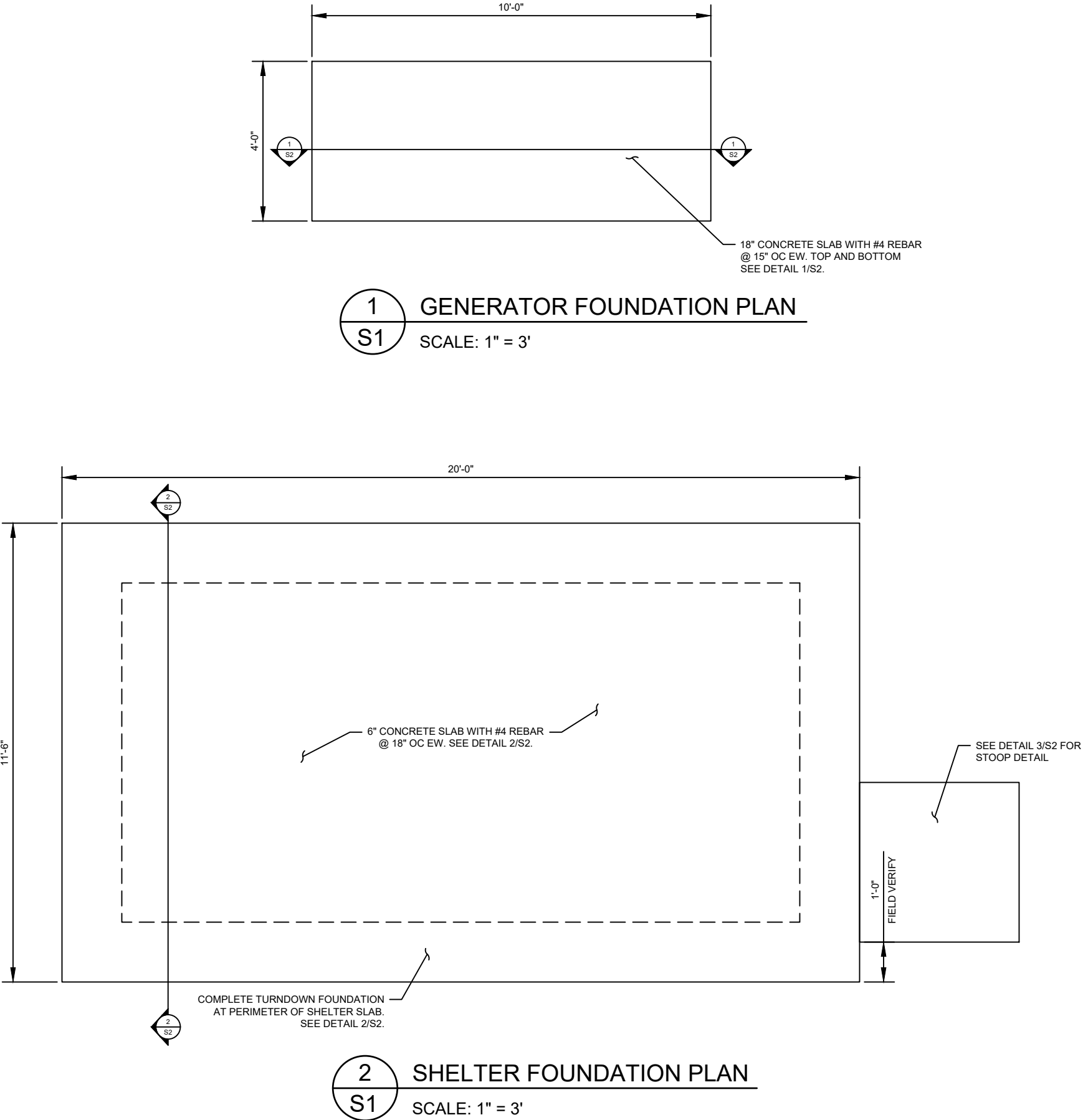
CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION.
- 2.7

CONCRETE REINFORCEMENT SHALL HAVE THE FOLLOWING PROTECTIVE COVER:

• CONCRETE PLACED AGAINST EARTH OR GROUND....3"

• ALL OTHER LOCATIONS....2"
3. TOLERANCES
- 3.1

TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

REV:____DATE:____ISSUED FOR:____BY:____

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KHA PROJECT NUMBER:

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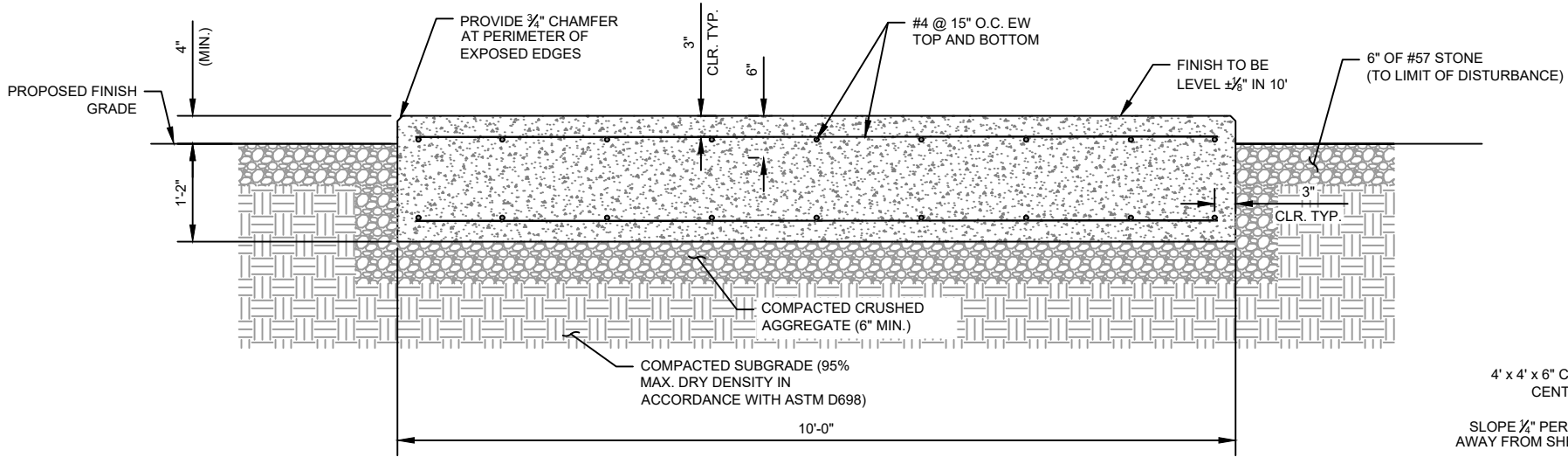
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FOUNDATION PLAN

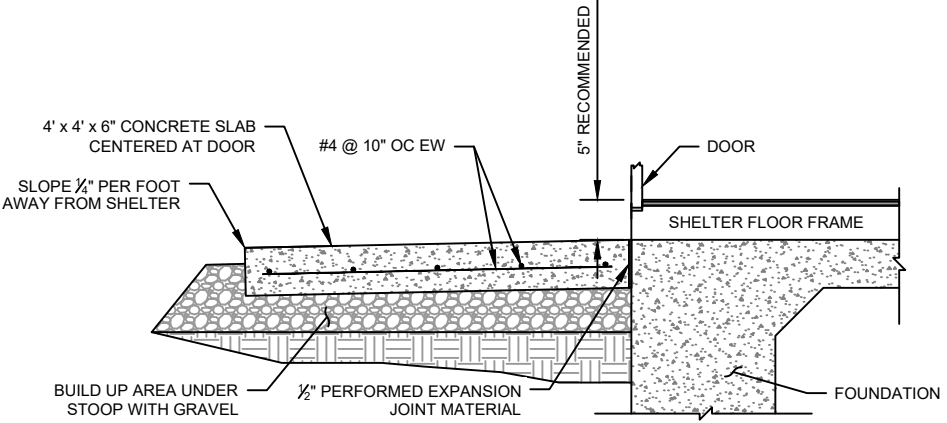
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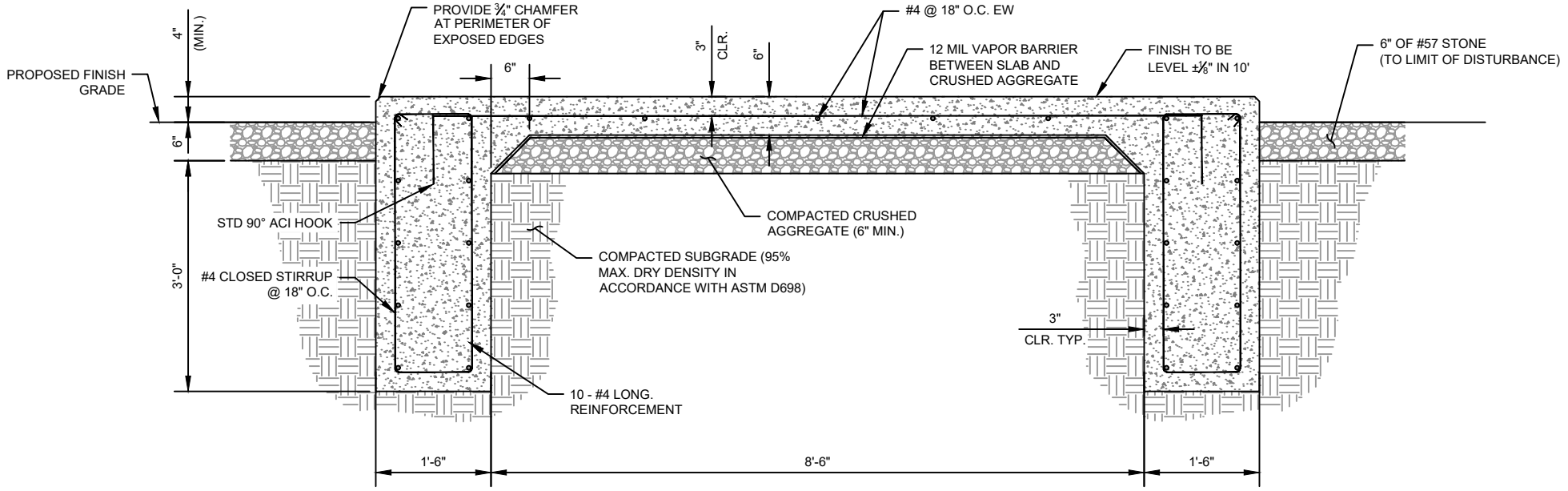
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1
S2
GENERATOR FOUNDATION DETAIL
SCALE: 1" = 2'



3
S2
STOOP DETAIL
SCALE: 1" = 2'



2
S2
SHELTER FOUNDATION DETAIL
SCALE: 1" = 2'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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KHA PROJECT NUMBER:

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SHEET TITLE:

FOUNDATION
DETAILS

SHEET NUMBER:

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01 IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02 MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03 ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04 ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05 CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06 CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01 CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02 CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03 CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04 ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05 CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06 CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07 IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08 CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09 CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01 ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02 FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03 CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW UNITI EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04 CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE COMPOUND OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05 ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06 ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07 CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08 CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09 ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10 CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11 CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12 CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13 CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 30kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 30kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01 CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02 THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03 CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04 CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05 CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06 CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07 CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08 ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
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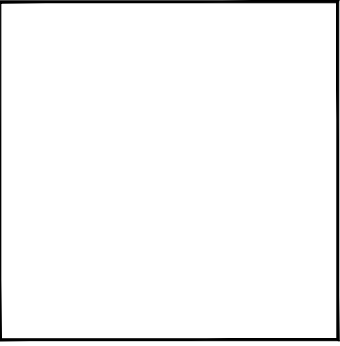
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LICENSER:



KHA PROJECT NUMBER:

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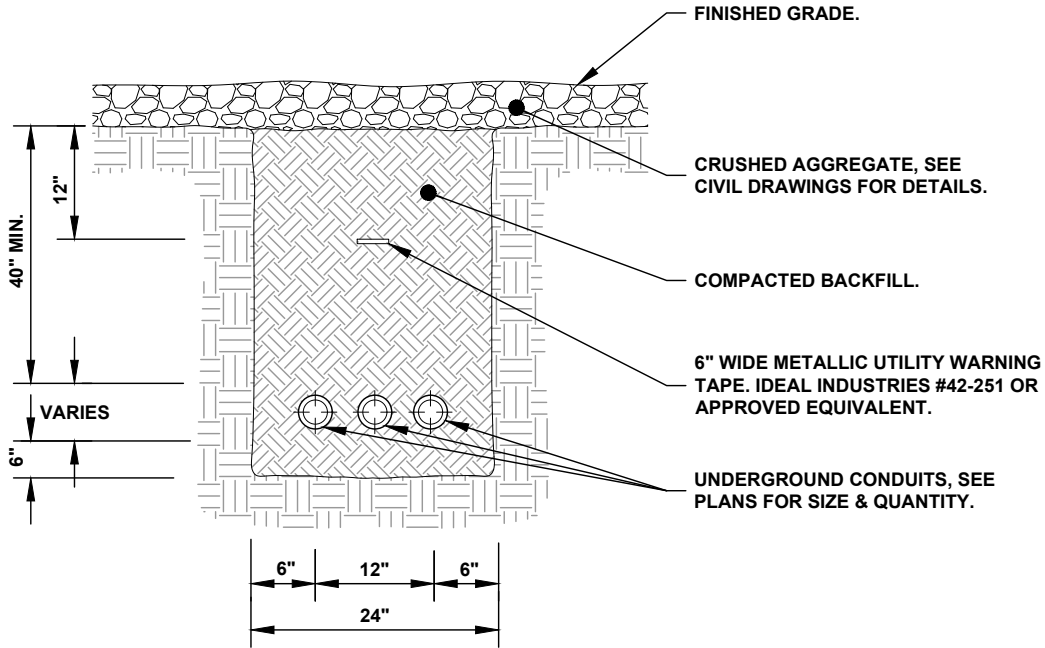
SHEET TITLE:

ELECTRICAL
NOTES

SHEET NUMBER:

E1

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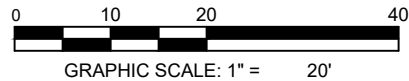
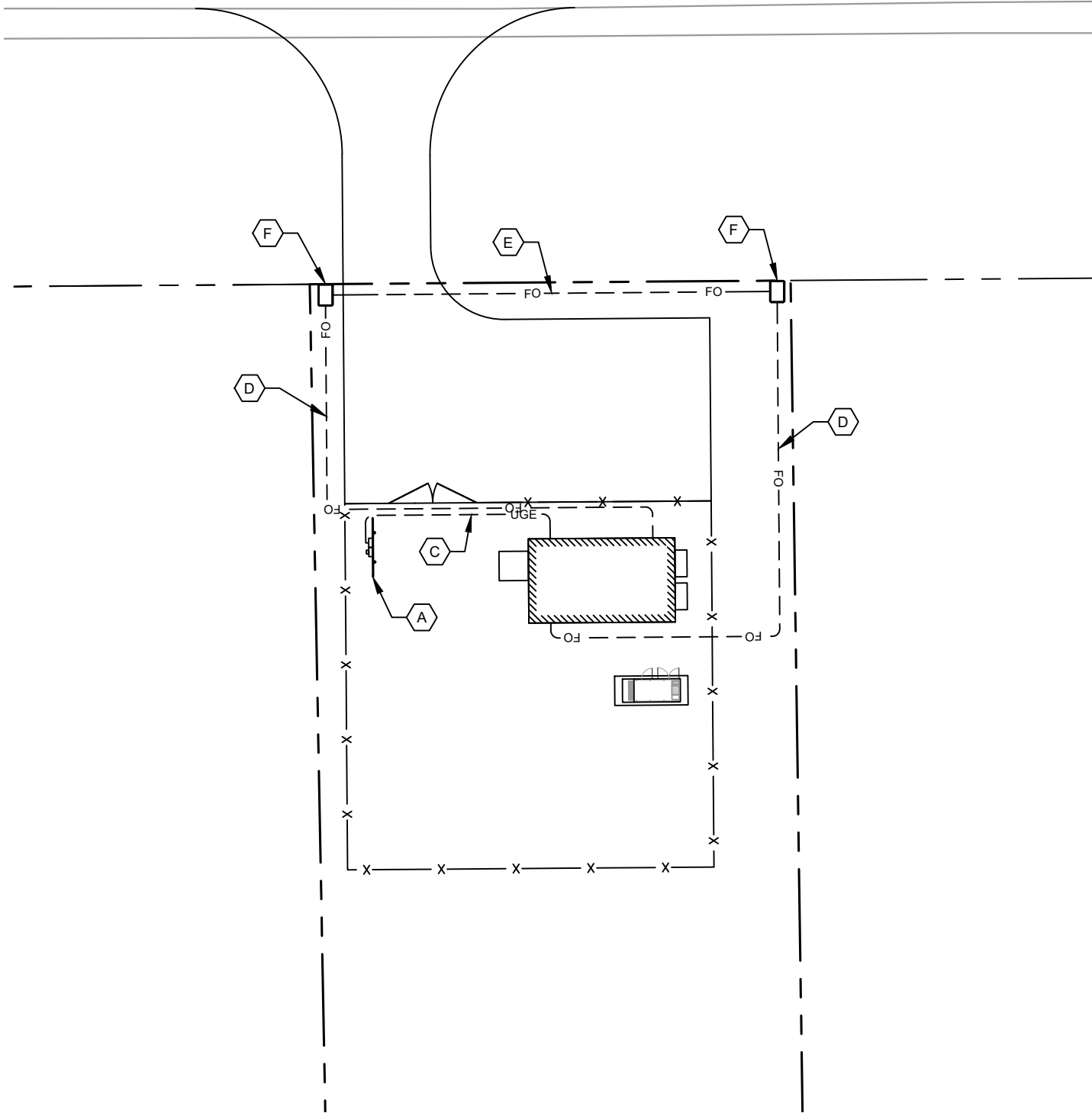
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE METALLIC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2
E2 TYPICAL TRENCH DETAIL
NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & EQUIPMENT

- A** UTILITY METER H-FRAME (SEE DETAIL 1/E3)
- B** TWO (2) 2" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (TBD± LF) (SEE TRENCH DETAIL 2/E2)
- C** ONE (1) 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO SHELTER (32± LF) (SEE TRENCH DETAIL 2/E2)
- D** TWO (2) 3/4" PVC FIBER CONDUITS FROM PROPOSED SHELTER TO HANDHOLE AT RIGHT OF WAY (154± LF) (SEE TRENCH DETAIL 2/E2)
- E** ONE (1) 4" PVC FIBER CONDUIT TO CONNECT HAND HOLES (60± LF) (SEE TRENCH DETAIL 2/E2)
- F** TRAFFIC RATED HAND HOLE. PROVIDE TRAFFIC RATED HAND HOLE AT SPACING NO MORE THAN 400' OR AFTER THREE (3) 90° BENDS

1
E2 UTILITY ROUTING PLAN
SCALE: 1" = 20'



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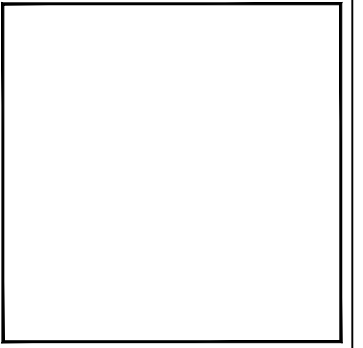
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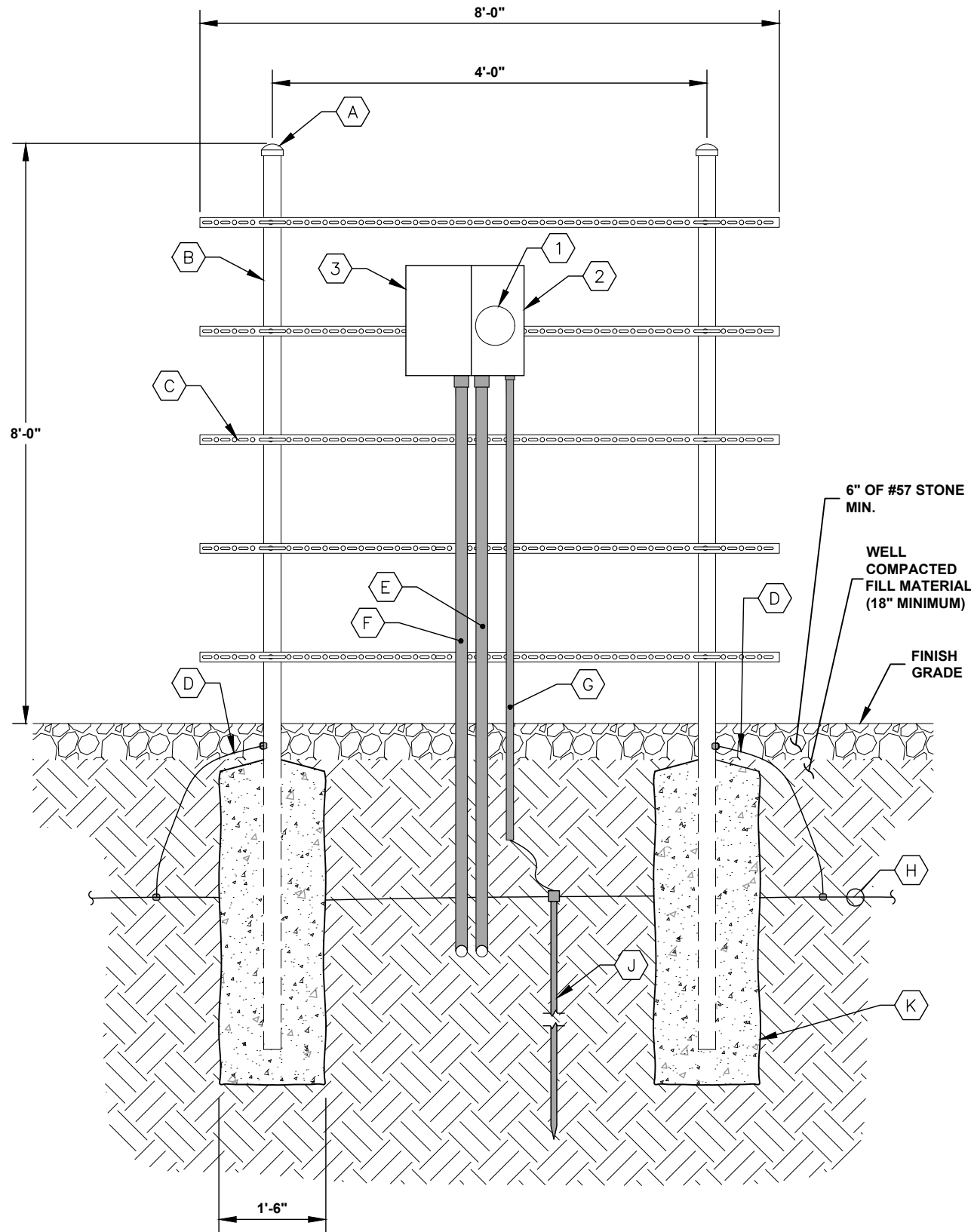
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**UTILITY ROUTING
PLAN**

SHEET NUMBER:

E2

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1 METER RACK DETAILS
E3 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 2" PVC CONDUIT, ROUTED BY UTILITY, TO NEW 200A, 1-GANG METER CENTER FOR NEW SINGLE PHASE, 120/240V SERVICE.
- F 2" PVC CONDUIT WITH THREE (3) 3/0 AWG AND ONE (1) #4 AWG GREEN INSULATED GROUND CONDUCTOR FOR ROUTING POWER TO PANEL LOCATED IN PROPOSED SHELTER.
- G ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- H GROUND RING (SEE DETAIL 1/E5).
- J GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E5 & 2/E6).
- K CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- 2 200 AMP, 22KAIC, SINGLE GANG, SERVICE ENTRANCE RATED METER MAIN IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- 3 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.



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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW TRN

SHEET TITLE:

METER RACK
PROFILE

SHEET NUMBER:

E3

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 36" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 36" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. COMPOUND GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR COMPOUND GROUND RING.
5. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
6. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
7. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
12. BOND H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
13. BOND SHELTER TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
14. NOTIFY UNITI CONSTRUCTION MANAGER TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
15. REFER TO COMPOUND GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
16. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



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BLACK HAWK COUNTY

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PLANS PREPARED FOR:

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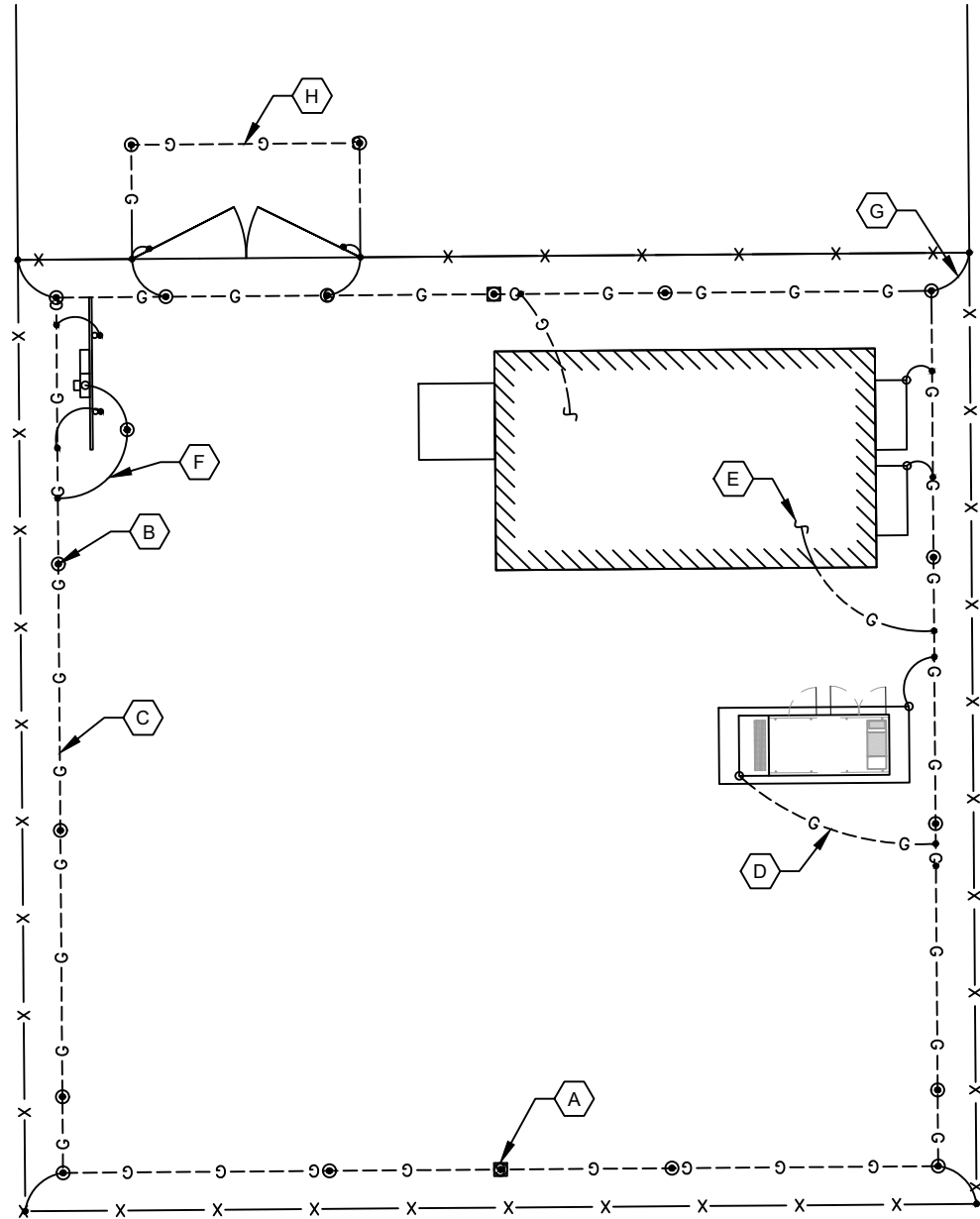
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GROUNDING
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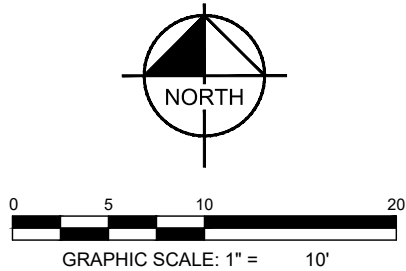
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1
E5
GROUNDING PLAN
SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E6).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E6 AND NOTE 2 E4).
- (C) COMPOUND GROUND RING (SEE NOTES 1, 3, AND 4 ON E4).
- (D) GENERATOR GROUNDING, TYPICAL (SEE NOTE 7 ON E4).
- (E) SHELTER GROUNDING, TYPICAL (SEE NOTE 13 ON E4).
- (F) UTILITY H-FRAME GROUNDING, TYPICAL. (SEE NOTE 12 ON E4).
- (G) FENCE POST GROUNDING, TYPICAL (SEE NOTE 11 ON E4).
- (H) GATE GROUNDING, TYPICAL (SEE NOTES 8, 9, AND 11 ON E4).

LEGEND:

- G --- G --- GROUND RING
- G --- G --- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E6)
- MECHANICAL CONNECTION



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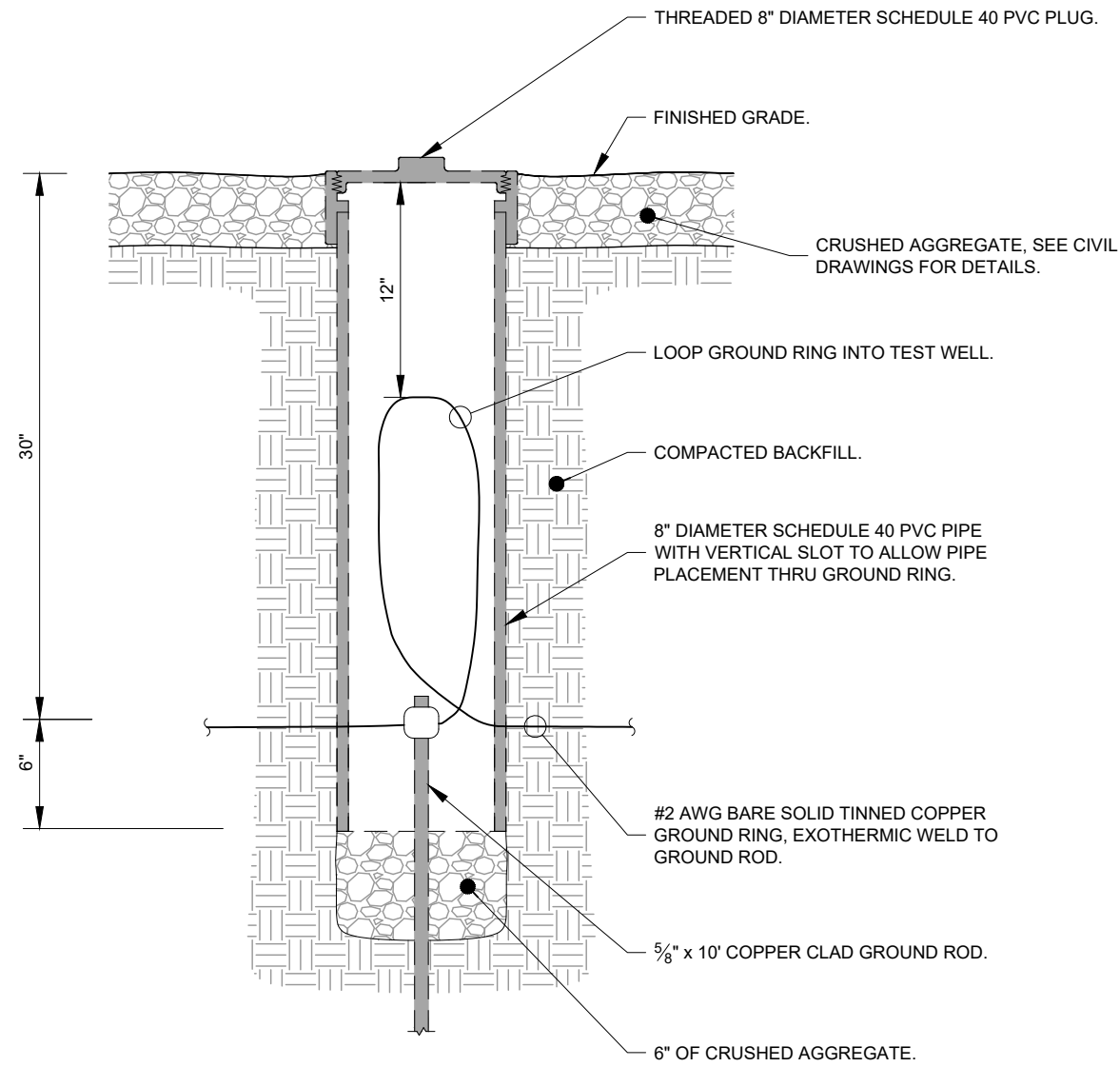
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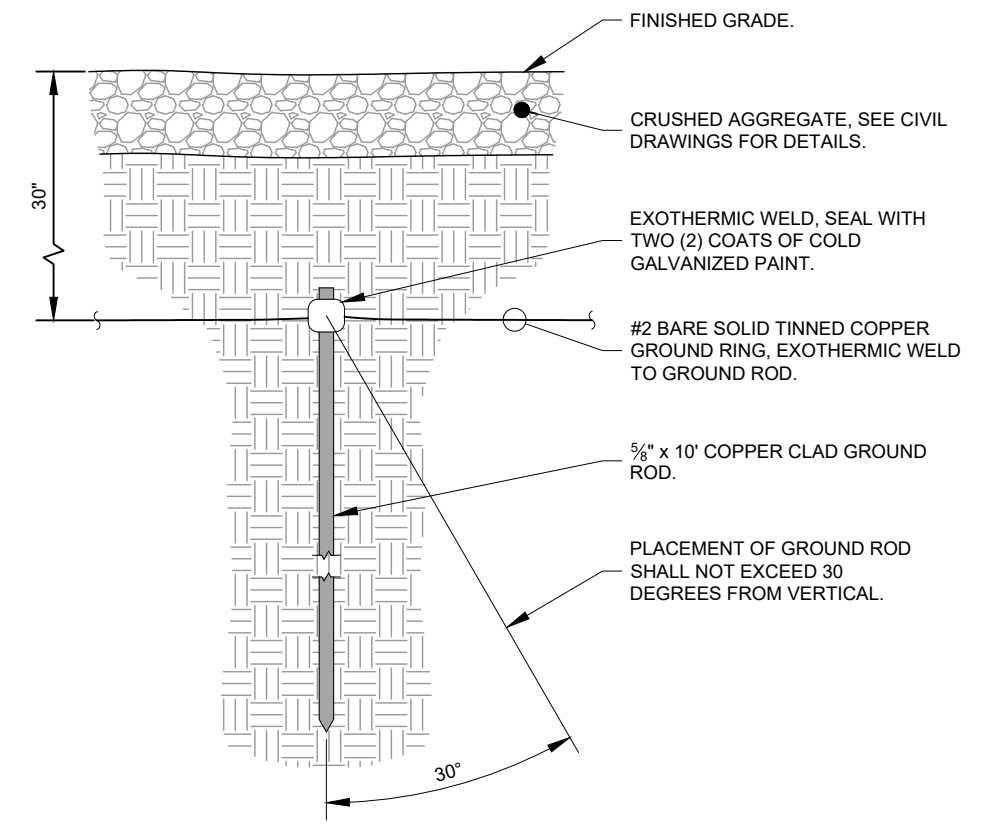
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1 GROUND ROD TEST WELL DETAIL
E6 NOT TO SCALE



2 GROUND ROD INSTALLATION DETAIL
E6 NOT TO SCALE



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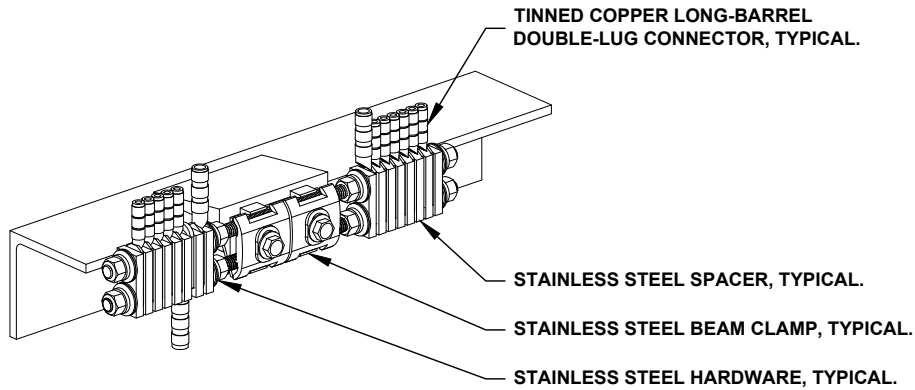
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DETAILS

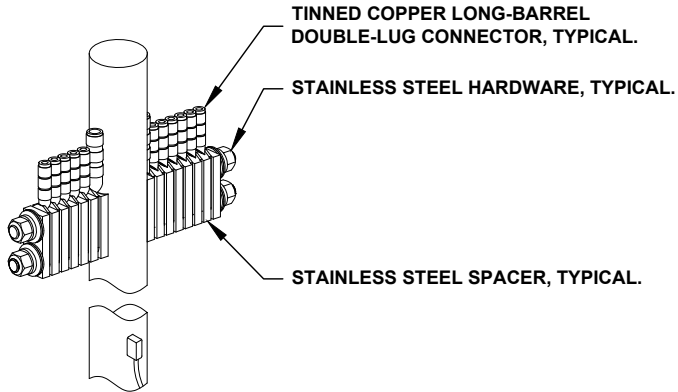
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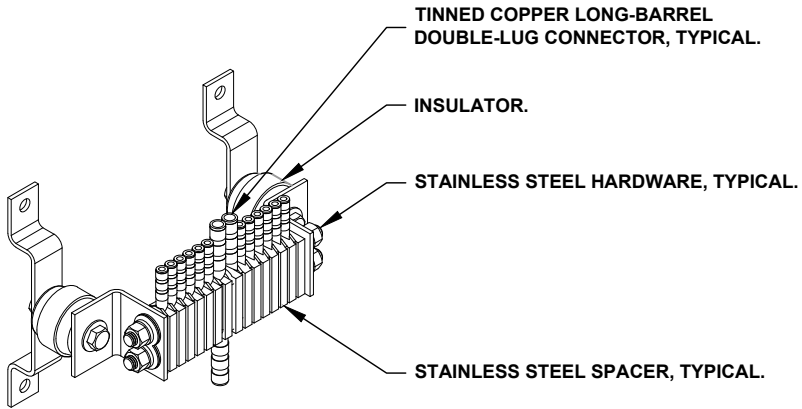
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1 BAR NONE GROUDNED BEAM CLAMP (TDSGA-BC14)
E7 NOT TO SCALE



2 BAR NONE POST MOUNTED (TDSGA-PA14)
E7 NOT TO SCALE



3 BAR NONE INSULATED (TDSGA-WB17)
E7 NOT TO SCALE



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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GROUNDING
DETAILS**

SHEET NUMBER:

E7

INDEX LEGEND	
LOCATION:	Part of Lot "2" of Northeast Industrial Park Plat No. 1
REQUESTOR:	WEATHERFIELD REALITY GROUP, LLC
PROPRIETOR:	TIM COEFIELD
SURVEYOR:	Matthew T. Mokanyk
SURVEYOR COMPANY:	Landtech Professional Surveying & Engineering
RETURN TO:	P.O. BOX 193, Grawn, MI 49637 mattm@landtechps.com

PLAT OF SURVEY

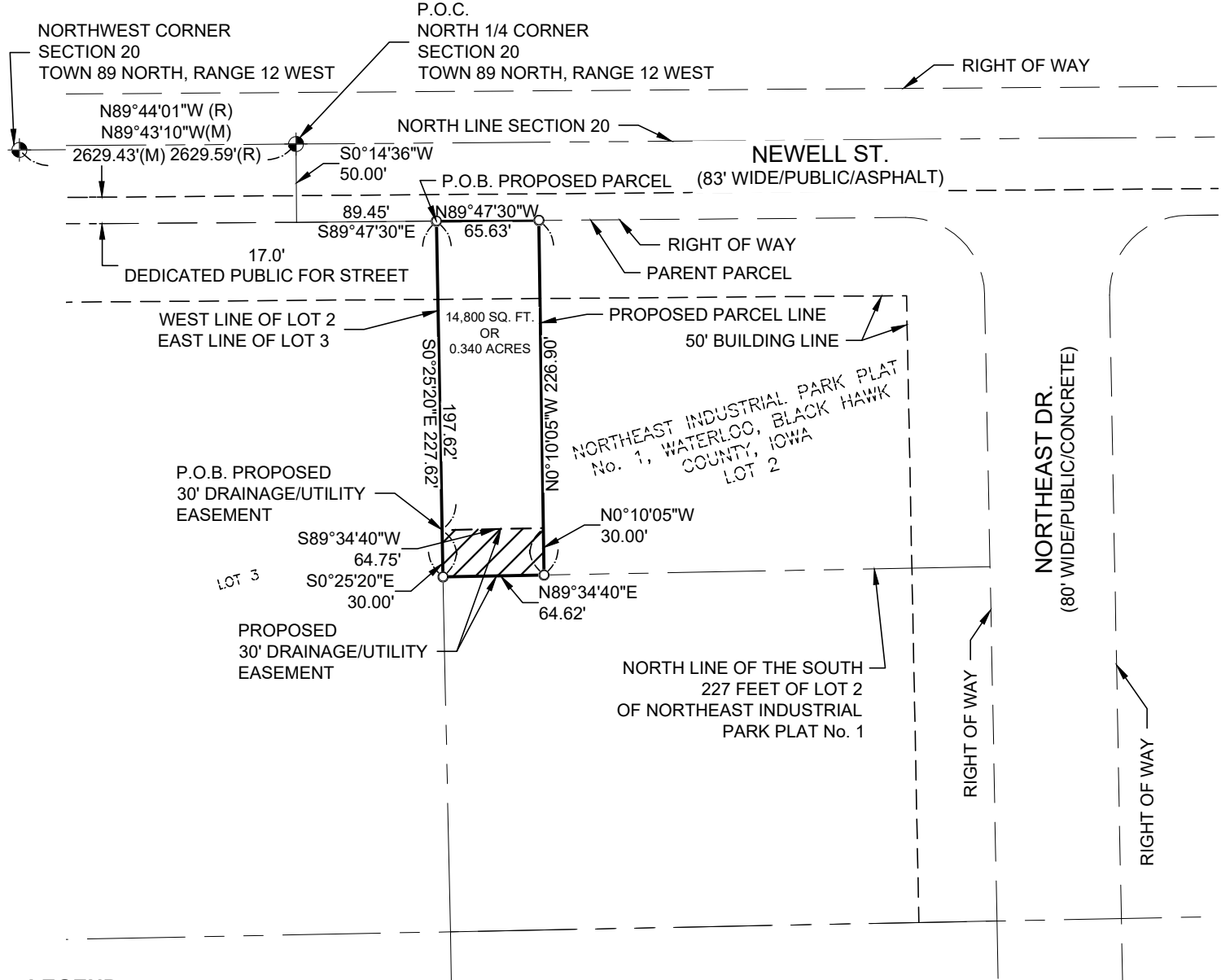
PLAT OF SURVEY SHOWING LOT "2", OF NORTHEAST INDUSTRIAL PARK PLAT NO. 1

PARCEL 1 DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST ALONG SAID LINE A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.

30" WIDE DRAINAGE/UTILITY EASEMENT:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 197.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'20" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°34'40" WEST A DISTANCE OF 64.75 FEET TO THE POINT OF BEGINNING.



LEGEND

- IDOT MONUMENT
- 5/8" REBAR FOUND
- (UNLESS NOTED)
- 5/8" CAPPED REBAR
- #18019 SET

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MATTHEW T. MOKANYK
IOWA P.S. #18019
MY LICENSE RENEWAL DATE IS

DATE



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AL, AR, AZ, CO, FL, GA, IL, IA, IN, KS, KY, MI, MN, MO, NE, NC, ND, NJ, NM, NY, OH, OK, PA, SC, SD, TN, TX, VA, WV, WI

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SHEET 1 OF 1



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Survey of Parcel A location north of 2365 Northeast Drive.

RECOMMENDED COUNCIL ACTION

Approval of Minor Plat

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Minor Plat of Survey of Parcel A location north of 2365 Northeast Drive, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat, but given the minor nature of the plat the additional information would not appear to be needed.

This minor plat would be for the telecommunications facility that is seeking approval for the site plan amendment and development agreement as well.

NEIGHBORHOOD IMPACT

This would not have a negative impact on the neighborhood. The split is in conjunction for an industrial development project within the Industrial Park.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The item is going before City Council, which has a public notice time prior to the meeting.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

Deny

LEGAL DESCRIPTION

ATTACHMENTS

1. Weatherfield plat of survey
2. Weatherfield Waterloo Site plan Final

INDEX LEGEND	
LOCATION:	Part of Lot "2" of Northeast Industrial Park Plat No. 1
REQUESTOR:	WEATHERFIELD REALITY GROUP, LLC
PROPRIETOR:	TIM COEFIELD
SURVEYOR:	Matthew T. Mokanyk
SURVEYOR COMPANY:	Landtech Professional Surveying & Engineering
RETURN TO:	P.O. BOX 193, Grawn, MI 49637 mattm@landtechps.com

PLAT OF SURVEY

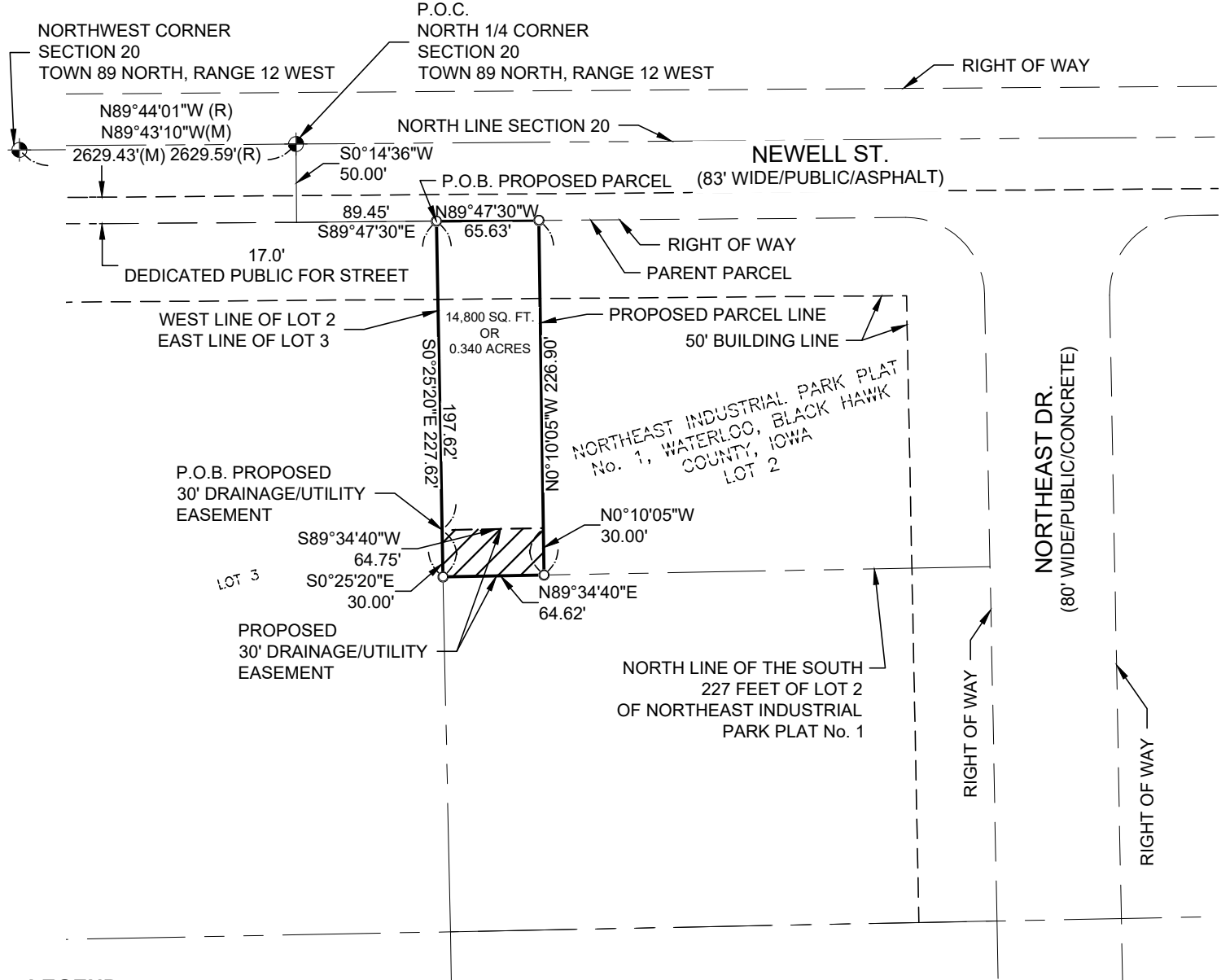
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PARCEL 1 DESCRIPTION:

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MATTHEW T. MOKANYK
IOWA P.S. #18019
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www.landtechps.com www.towersurveyors.com

SHEET 1 OF 1

K:\ATL_Wireless\Reworx\Waterloo\CAD\CDs\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

PREPARED FOR:



SITE NAME:

WATERLOO

SITE ADDRESS (E-911 TO BE VERIFIED)

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY
LATITUDE: 42° 30' 45.44" N
LONGITUDE: 92° 17' 16.10" W
PARCEL ID: 891220201011
ZONING CLASSIFICATION: M-2,P

DEVELOPER
UNITI FIBER C/O
REWORX SERVICE GROUP, LLC.
PHONE: (678) 468-7580
EMAIL: TIM.COEFIELD@REWORXSG.COM
ATTN: TIM COEFIELD

PROPERTY OWNER
WEATHERFIELD REALITY GROUP, LLC
3766 POE DRIVE
VESTAVIA HILLS, AL 35223
PHONE: (678) 468-7580
ATTN: TIM COEFIELD

POWER PROVIDER
MIDAMERICAN ENERGY
PO BOX 4350
DAVENPORT, IA 52808-4350
PHONE: (800) 329-6261
ATTN: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 299-7052
ATTN.: TREVOR NEWTON, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	TITLE SHEET
-	SURVEY SHEET (1 OF 1)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING AND EROSION CONTROL PLAN
C4	GRADING AND EROSION CONTROL DETAILS
C5	GRAVEL COMPOUND DETAIL
C6	FENCE, GATE AND COMPOUND DETAILS
C7	FIBER SHELTER ELEVATIONS
S1	FOUNDATION PLAN
S2	FOUNDATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY ROUTING PLAN
E3	METER RACK PROFILE
E4	GROUNDING NOTES
E5	GROUNDING PLAN
E6	GROUNDING DETAILS
E7	GROUNDING DETAILS

SHEET INDEX

CITY OF WATERLOO PLANNING & ZONING
715 MULBERRY ST.
WATERLOO, IA 50703
PHONE: (319) 291-4366
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BLACK HAWK SHERIFF'S OFFICE
225 E 6TH ST
WATERLOO, IA 50703
PHONE: (319) 291-2587
ATTN.: NON-EMERGENCY BUSINESS

WATERLOO FIRE RESCUE (FIRE STATION 5)
617 NEVADA ST.
WATERLOO, IA 50703
PHONE: (319) 291-4465
ATTN.: NON-EMERGENCY BUSINESS



JURISDICTION:
CITY OF WATERLOO
STATE:
IOWA

SCOPE OF WORK:
UNMANNED TELECOMMUNICATIONS FACILITY

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 19013C0193F DATED 07/18/11 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

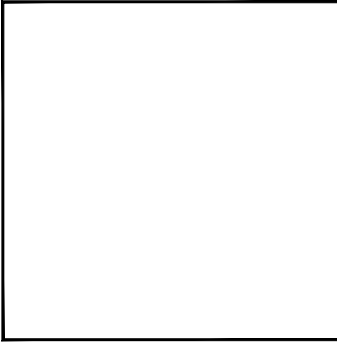
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1

SITE INFORMATION

SITE ADDRESS:
NEWELL STREET
WATERLOO, IA 50703

PARCEL ID

891220201011

PARENT PARCEL DESCRIPTION (AS PROVIDED PER BLACK HAWK CO. GIS)

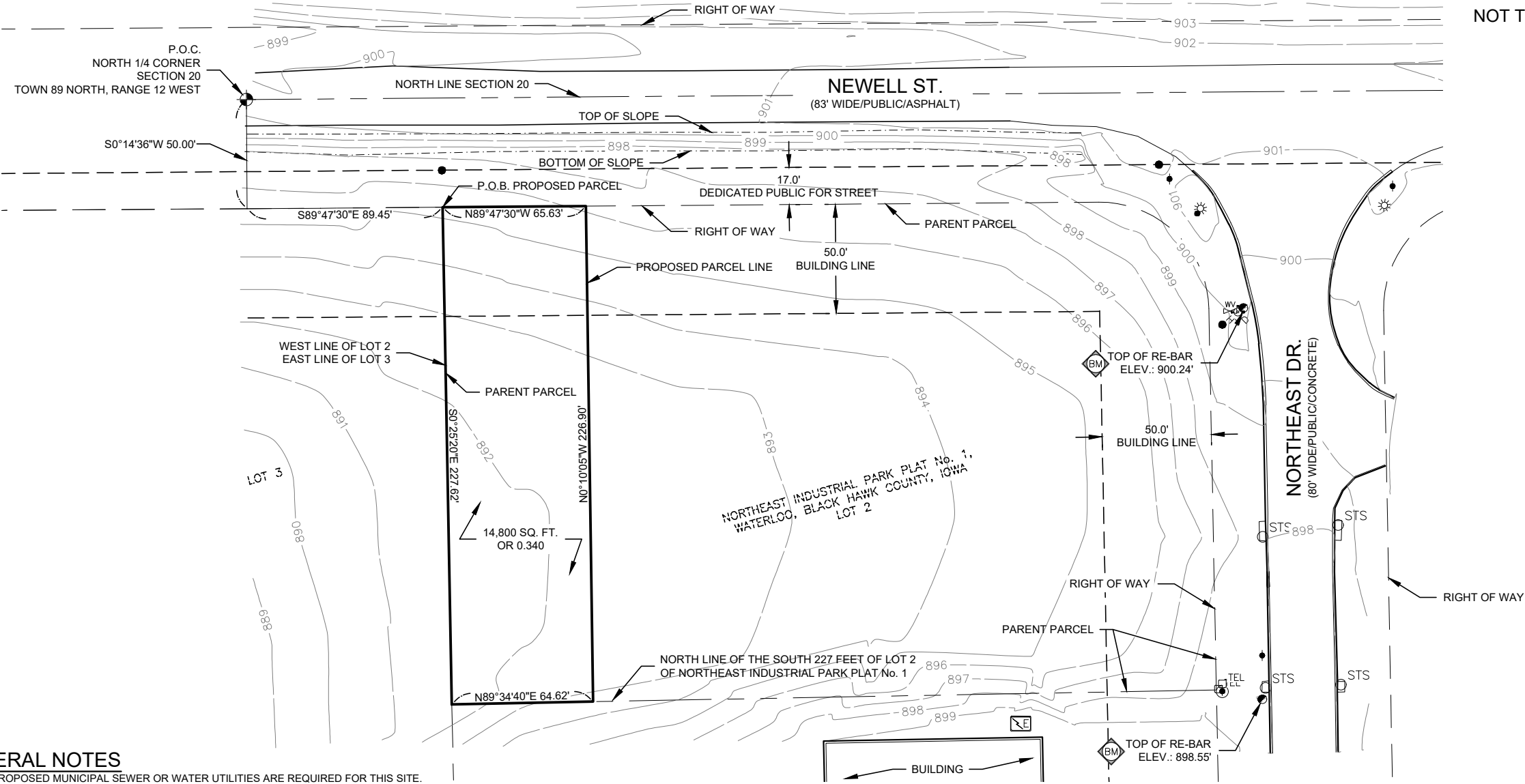
NORTHEAST INDUSTRIAL PARK PLAT NO 1 LOT 2 EXC S 227 FT.

PROPOSED PARCEL DESCRIPTION (AS SURVEYED)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.



VICINITY MAP
NOT TO SCALE



- IRON FOUND
- IRON SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- GPS MONUMENT
- MONUMENT BOX FOUND
- MONUMENT FOUND
- MONUMENT SET
- RECORD
- MEASURED
- STORM MANHOLE
- CATCH BASIN
- SQUARE CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- MONITOR WELL
- TELCO. MANHOLE
- POWER POLE
- GUY
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC HANDHOLE
- WATER VALVE
- HYDRANT
- GAS METER
- GAS MARKER
- GAS VALVE
- TELEPHONE PEDESTAL
- SIGN POST
- FENCE LINE
- BENCHMARK

LEGEND

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

GENERAL NOTES

- NO PROPOSED MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE.
- THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE PROPOSED INSTALLATION.
- NO SIGNIFICANT RUNOFF IS GENERATED BY THE PROPOSED INSTALLATION.

CERTIFICATION :

I MATTHEW T. MOKANYK CERTIFY THAT I HAVE SURVEYED AND MARKED THE PROPOSED EQUIPMENT INSTALLATION AND EXISTING FEATURES AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

Matthew T. Mokanyk
Matthew T. Mokanyk, P.S., P.E.
Iowa P.S. No. 18019

01/16/23
Date

BEARINGS BASIS: N89°47'30"W ALONG THE NORTH LINE OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST



SURVEY PLAN

SCALE: 1"=60'



LANDTECH PROJECT NUMBER: 22308159

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	01/16/23	PRELIMINARY DRAWINGS		RJH

DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (TABLOID/LEGAL) SIZED PAPER, WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

PROFESSIONAL SURVEYING & ENGINEERING

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WATERLOO

SITE ADDRESS:
715 MULBERRY ST.
WATERLOO, IA 50703
COUNTY: BLACK HAWK

Sheet Title:
SURVEY PLAN

Sheet Number:
S-1



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1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND UNITI SPECIFICATIONS, THE UNITI PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 SHELTER IS SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.08 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.09 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "IOWA ONE CALL SYSTEM" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 292-8989 (OR 811) ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.10 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.11 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY UNITI PROJECT MANAGER.
- 1.12 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER UNITI PROJECT MANAGER'S INSTRUCTIONS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

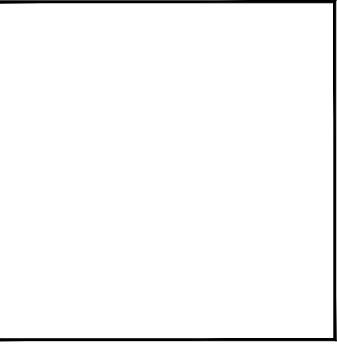
PLANS PREPARED FOR:



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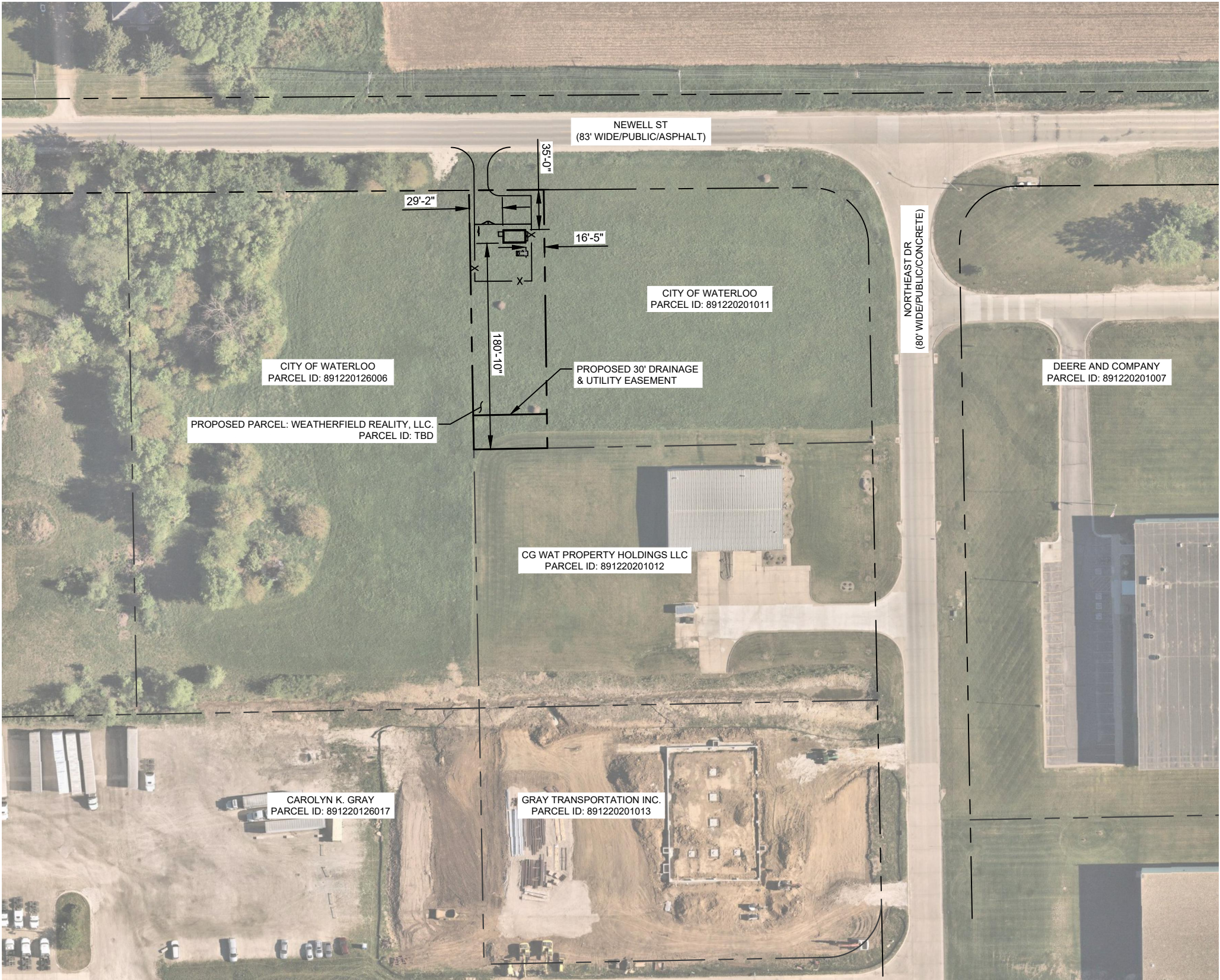
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

K:\ATL_Wireless\Reworkx\Waterloo\CAD\CDs\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton



SETBACKS TO PROPERTY LINES (FROM FIBER SHELTER)	
NORTH	35'-0"
SOUTH	180'-10"
EAST	16'-5"
WEST	29'-2"



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworkx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**OVERALL PARCEL
PLAN**

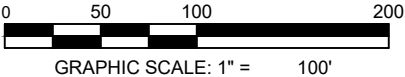
SHEET NUMBER:

C0

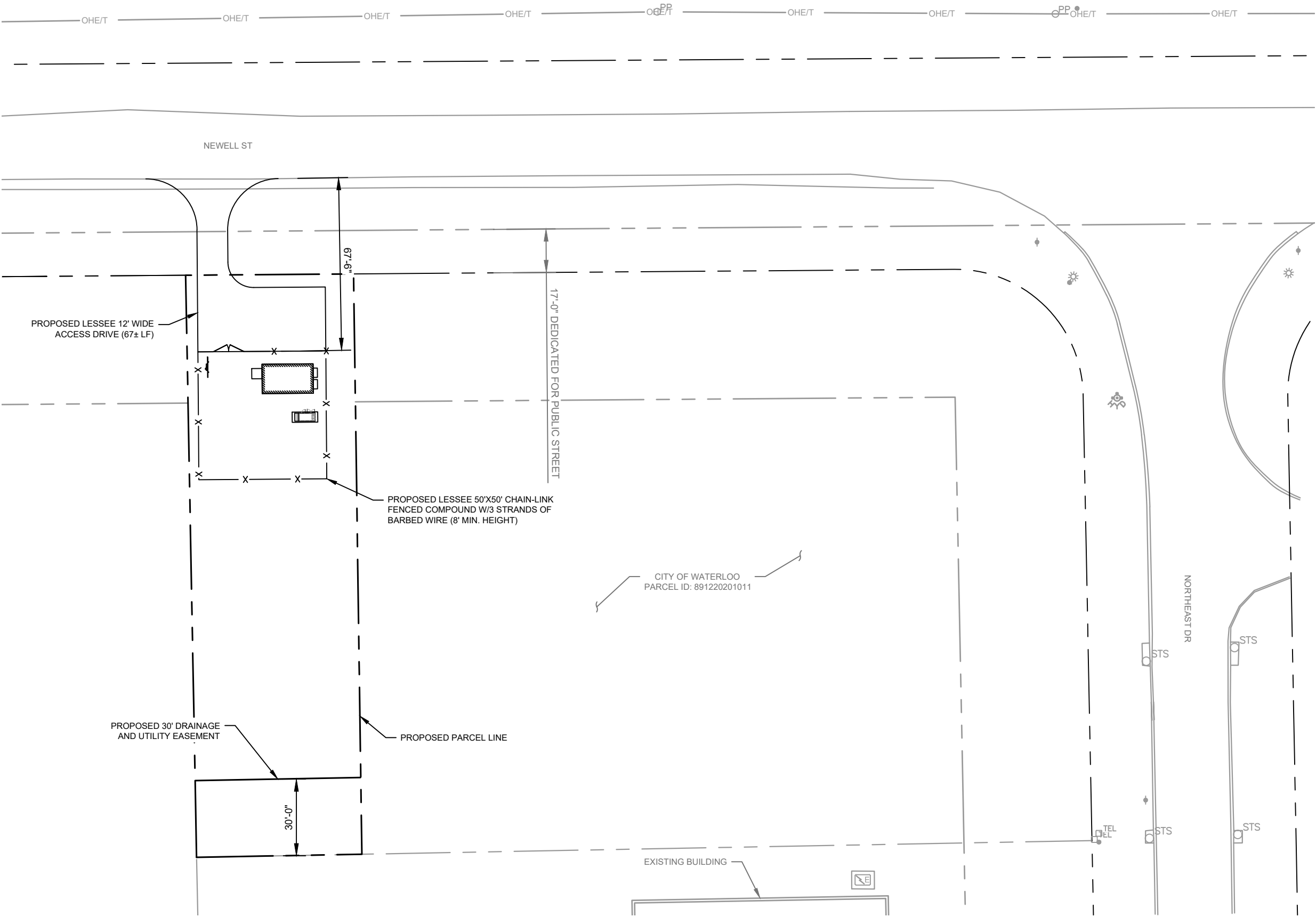
SURVEY NOTE:

- UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C0 **OVERALL PARCEL PLAN**
SCALE: 1" = 100'



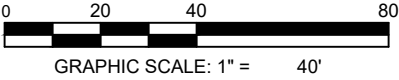
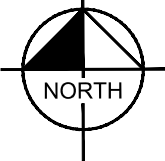
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SURVEY NOTE:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1 OVERALL SITE PLAN
C1 SCALE: 1" = 40'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

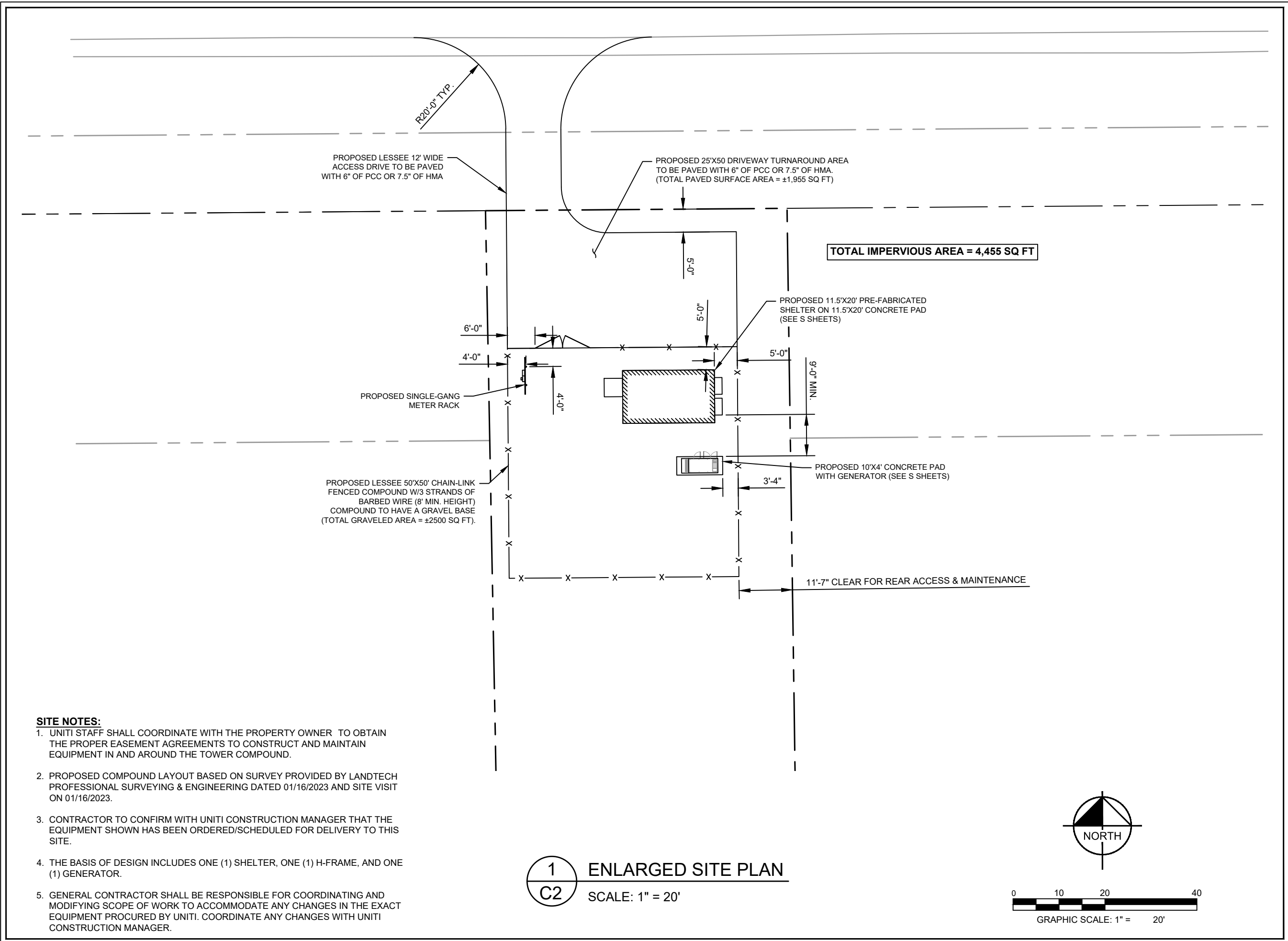
SHEET TITLE:

OVERALL SITE PLAN

SHEET NUMBER:

C1

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SITE NOTES:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.
3. CONTRACTOR TO CONFIRM WITH UNITI CONSTRUCTION MANAGER THAT THE EQUIPMENT SHOWN HAS BEEN ORDERED/SCHEDULED FOR DELIVERY TO THIS SITE.
4. THE BASIS OF DESIGN INCLUDES ONE (1) SHELTER, ONE (1) H-FRAME, AND ONE (1) GENERATOR.
5. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND MODIFYING SCOPE OF WORK TO ACCOMMODATE ANY CHANGES IN THE EXACT EQUIPMENT PROCURED BY UNITI. COORDINATE ANY CHANGES WITH UNITI CONSTRUCTION MANAGER.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV:	DATE:	ISSUED FOR:	BY:
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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: WJW CHECKED BY: TRN

SHEET TITLE:

ENLARGED SITE PLAN

SHEET NUMBER:

C2

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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 6,039± SQ. FT. (0.14 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 4H:1V UNLESS OTHERWISE NOTED.

LEGEND

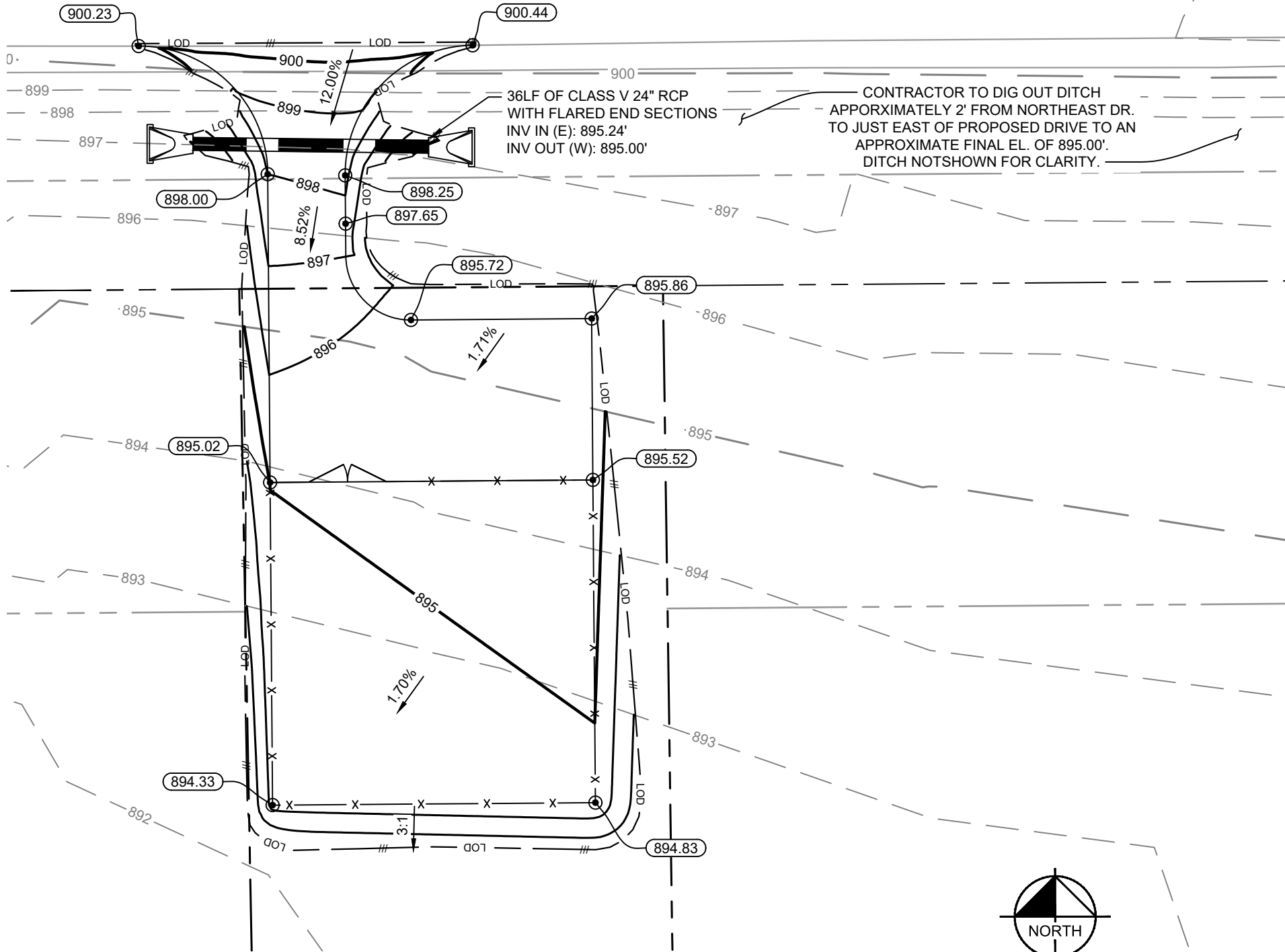
EXISTING CONTOURS

PROPOSED CONTOURS

LOD/SILT FENCE

PROPOSED SPOT ELEVATION

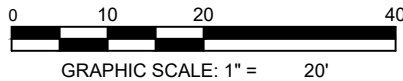
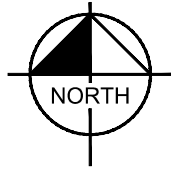
XX.XX



1
C3

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GRADING AND
EROSION
CONTROL PLAN**

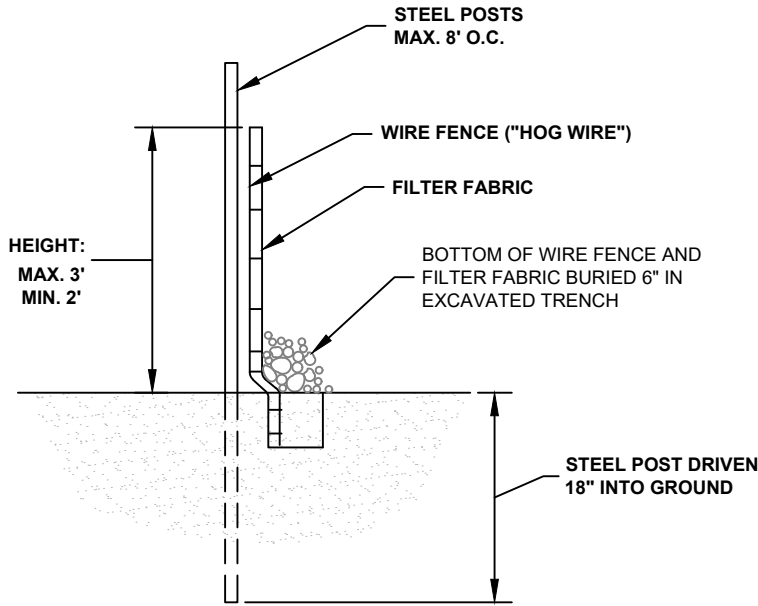
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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1

C4

SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
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PLANS PREPARED FOR:

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Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

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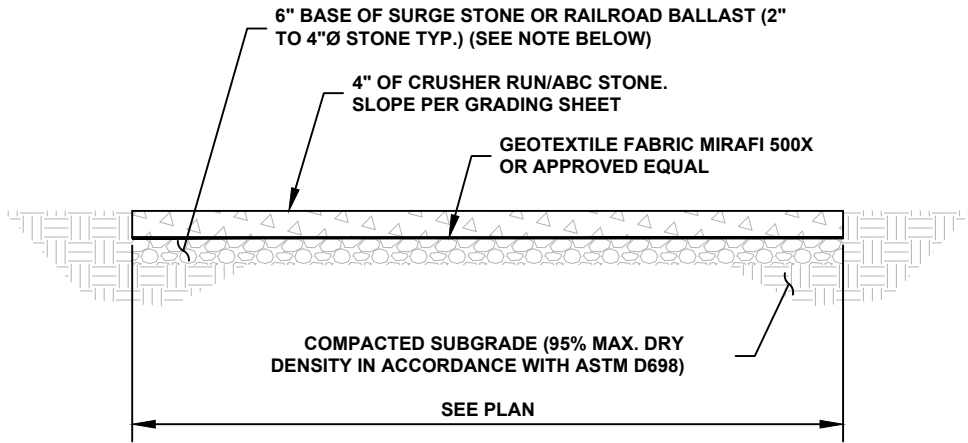
SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

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NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE GRAVEL COMPOUND, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"Ø STONE TYP.)

1 GRAVEL COMPOUND DETAIL
C5 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
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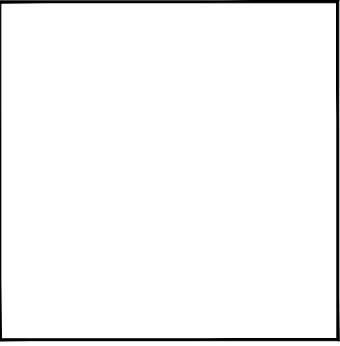
PLANS PREPARED FOR:



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LICENSER:



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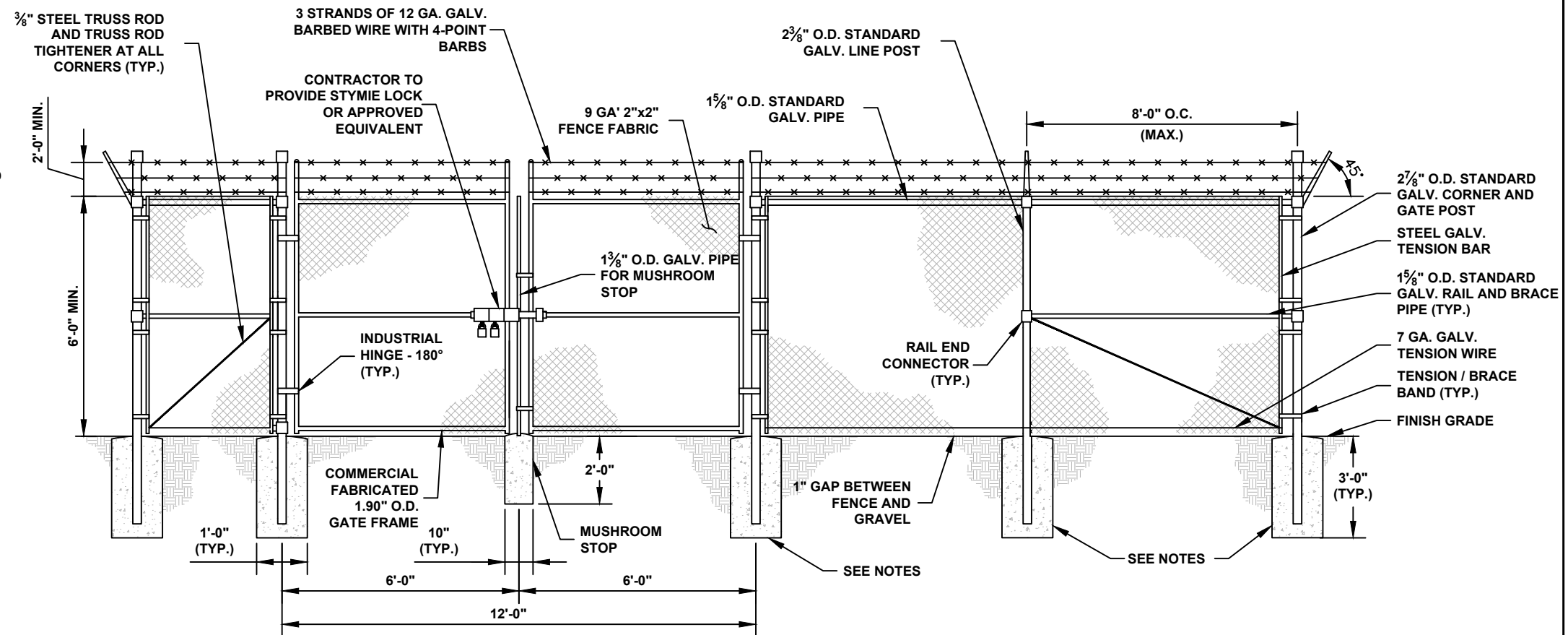
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GRAVEL
COMPOUND
DETAIL

SHEET NUMBER:

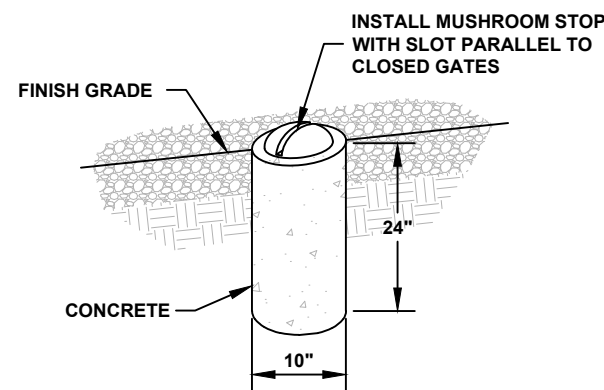
C5

1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.

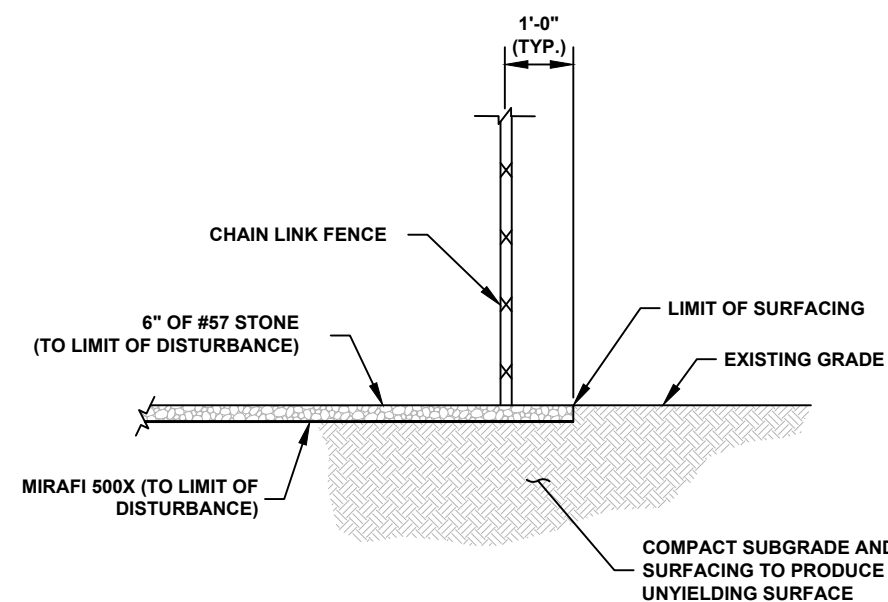


1 CHAIN LINK FENCE AND GATE ELEVATION

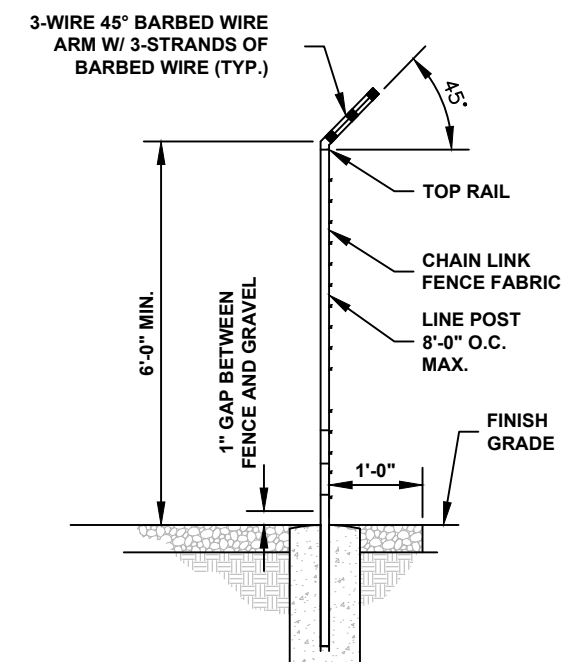
C6 NOT TO SCALE



2 MUSHROOM STOP
C6 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL
C6 NOT TO SCALE

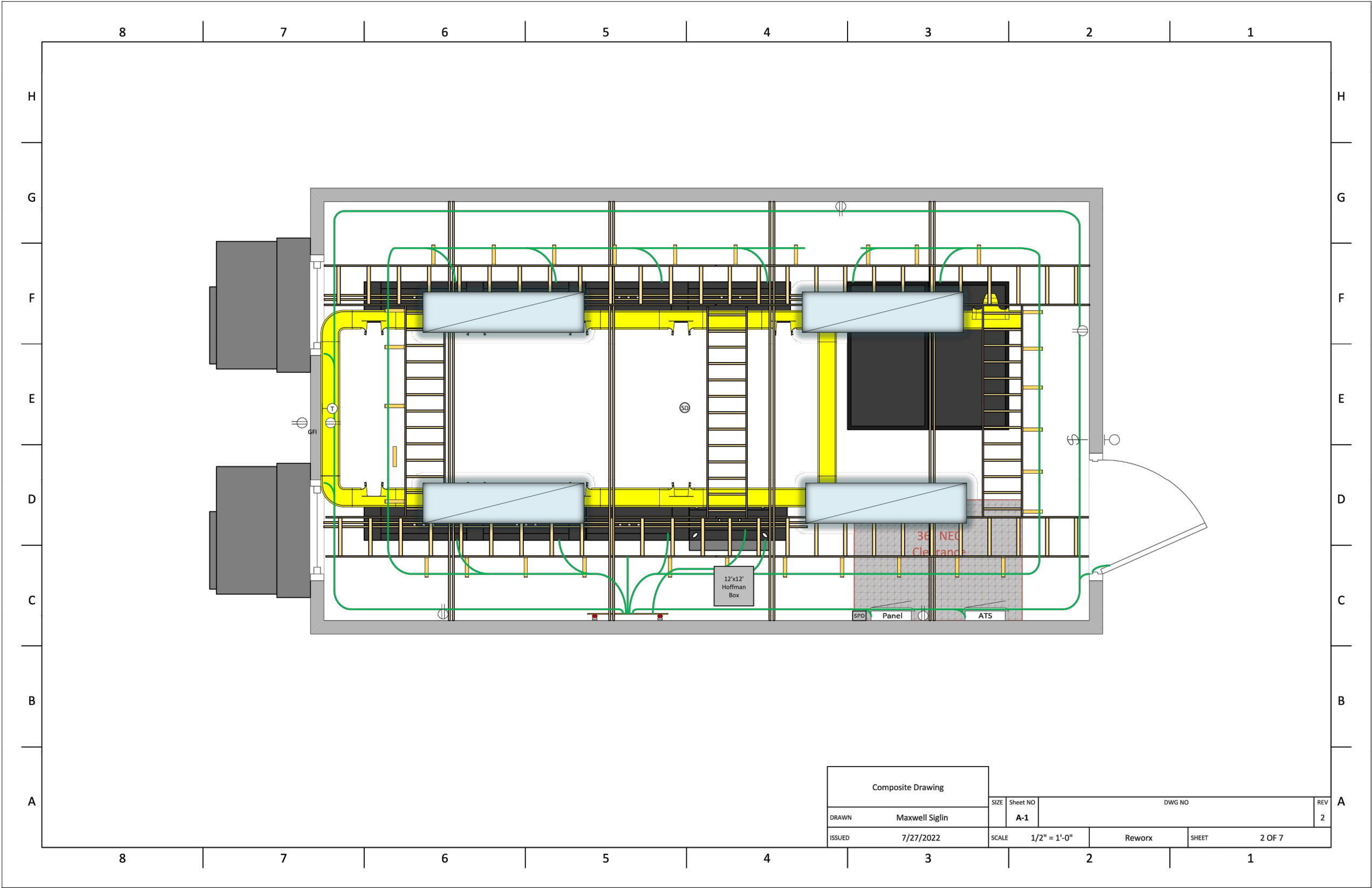


4 SECTION AT FENCE
C6 NOT TO SCALE



C6

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1
C7 CELL SITE SHELTER DRAWINGS
NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

FIBER SHELTER
ELEVATIONS

SHEET NUMBER:

C7

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FOUNDATION NOTES

1. GENERAL
- 1.1

FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- 1.2

EXCAVATE A MINIMUM 42" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL.
- 1.3

PERIMETER FOOTING FOR THE SHELTER AND GENERATOR FOUNDATIONS MUST BE A MINIMUM DEPTH OF 42" BELOW FINISH GRADE.
- 1.4

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- 1.5

CONTRACTOR TO CUT/FILL FOUNDATION TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL MATERIALS SHALL ACHIEVE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE UNITI PROJECT MANAGER.
2. MATERIALS
- 2.1

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.2

CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.3

REINFORCING BARS SHALL CONFORM TO THE LATEST REVISION OF ASTM-A615 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318.
- 2.4

TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.5

CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.6

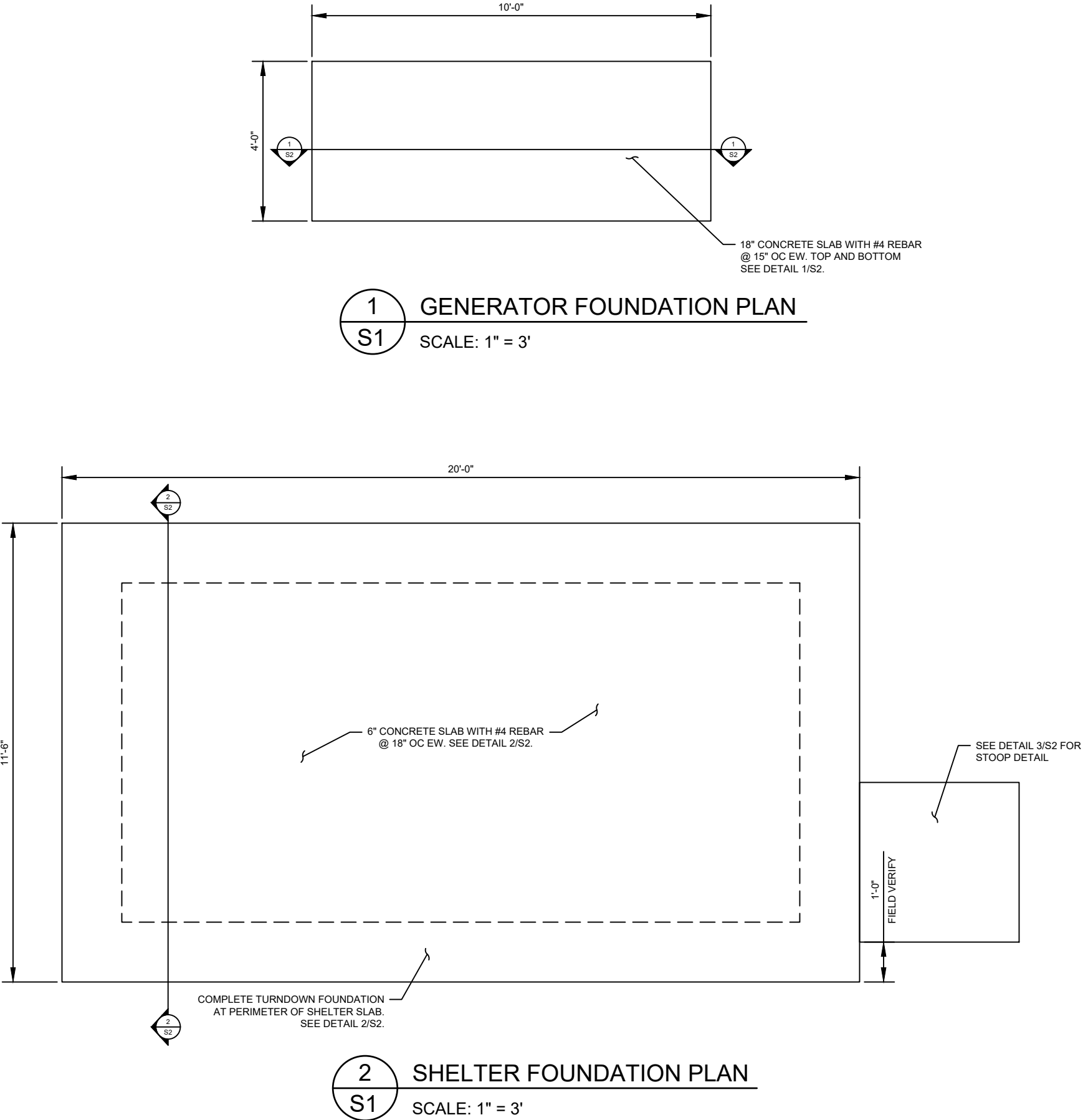
CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION.
- 2.7

CONCRETE REINFORCEMENT SHALL HAVE THE FOLLOWING PROTECTIVE COVER:

• CONCRETE PLACED AGAINST EARTH OR GROUND....3"

• ALL OTHER LOCATIONS....2"
3. TOLERANCES
- 3.1

TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

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LICENSER:

KHA PROJECT NUMBER:

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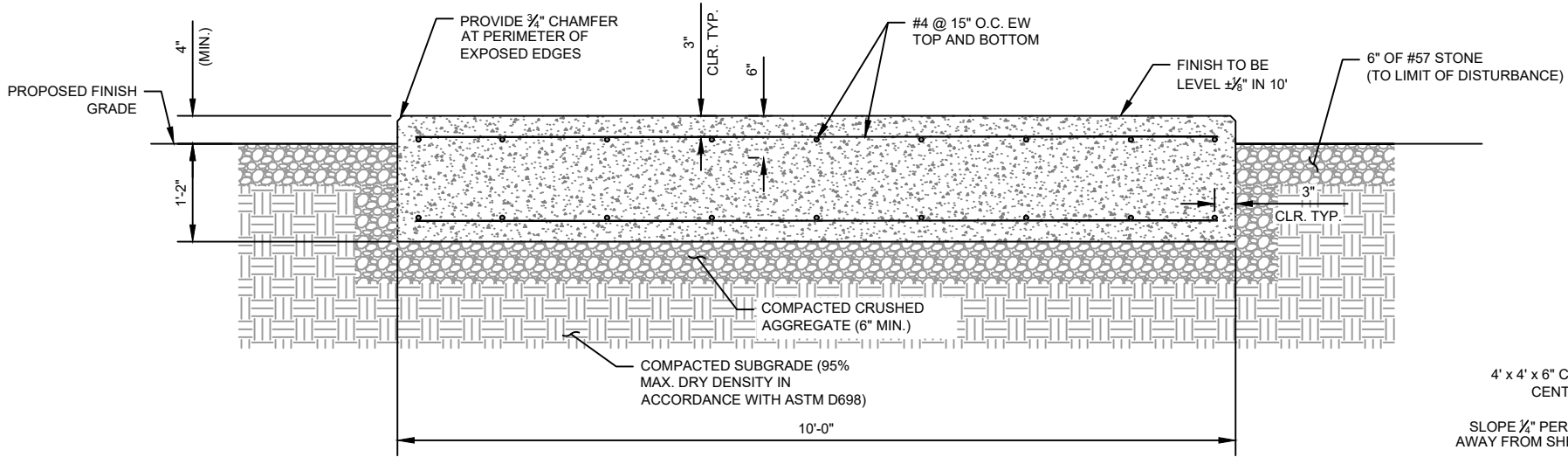
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FOUNDATION PLAN

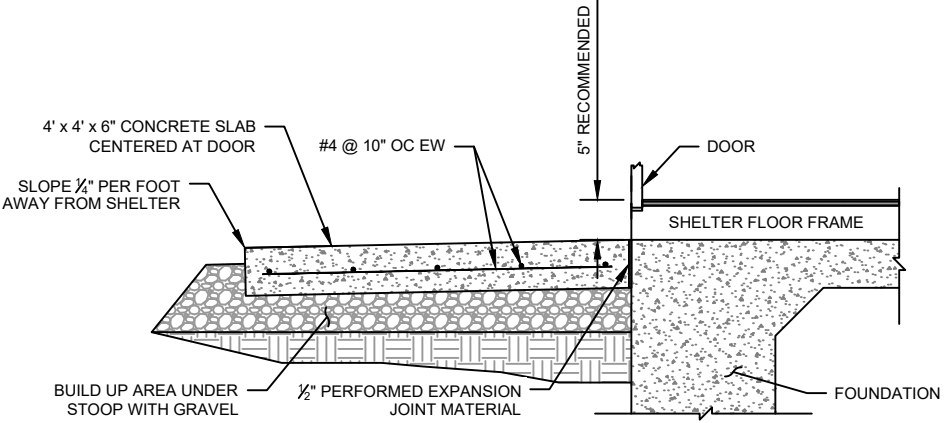
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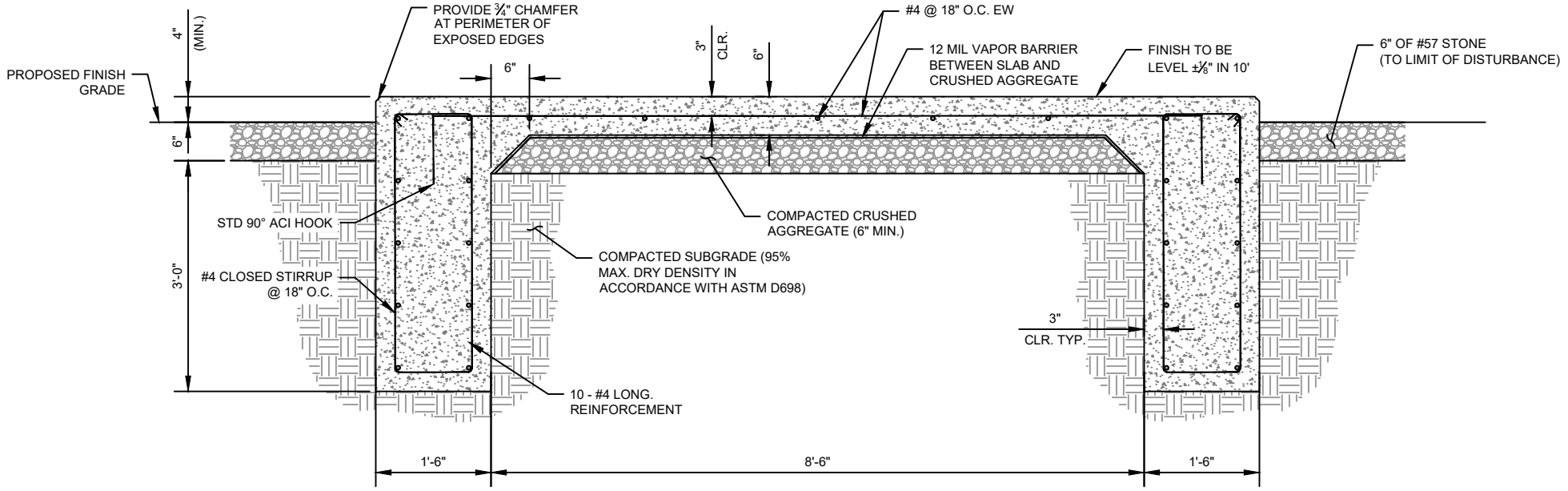
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1
S2 GENERATOR FOUNDATION DETAIL
SCALE: 1" = 2'



3
S2 STOOP DETAIL
SCALE: 1" = 2'



2
S2 SHELTER FOUNDATION DETAIL
SCALE: 1" = 2'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

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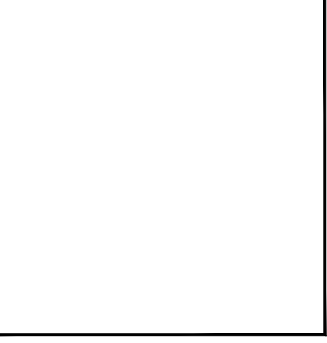
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Reworx
Service Group, LLC

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KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

WJW TRN

SHEET TITLE:

FOUNDATION
DETAILS

SHEET NUMBER:

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02

MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03

ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04

ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05

CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06

CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02

CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05

CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06

CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07

IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08

CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09

CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01

ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02

FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03

CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW UNITI EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04

CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE COMPOUND OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05

ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06

ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07

CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08

CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09

ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10

CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11

CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12

CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13

CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 30kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 30kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01

CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02

THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03

CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04

CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05

CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06

CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07

CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08

ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
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PLANS PREPARED BY:



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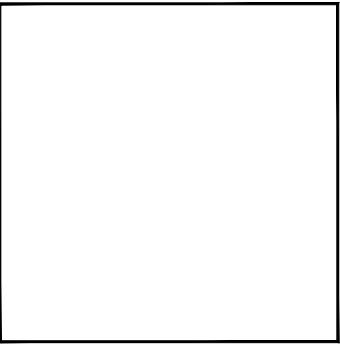
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KHA PROJECT NUMBER:

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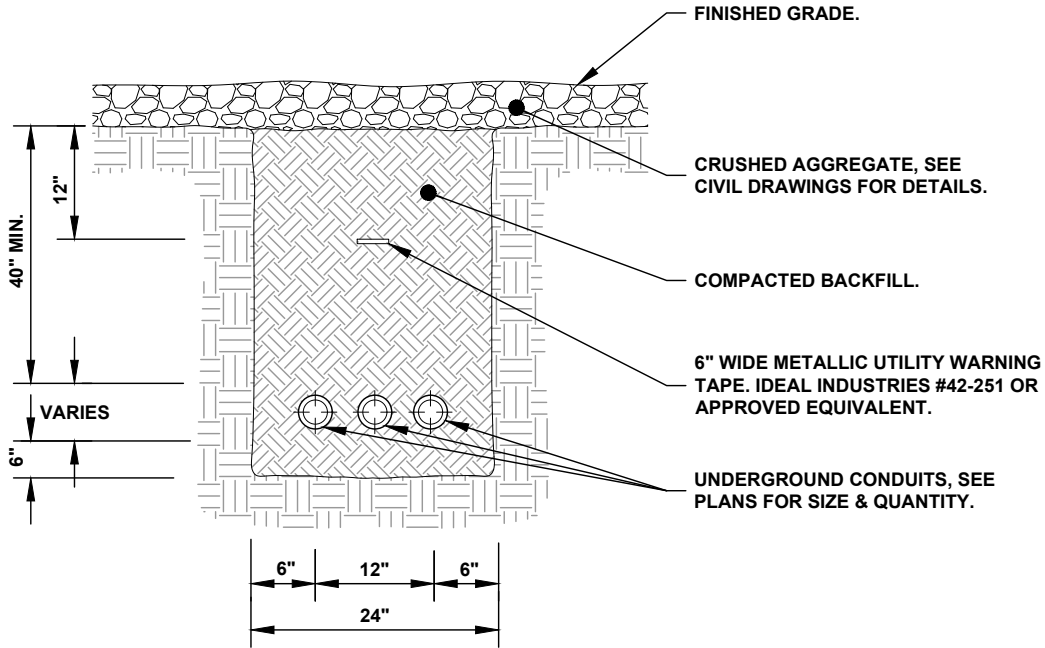
SHEET TITLE:

ELECTRICAL
NOTES

SHEET NUMBER:

E1

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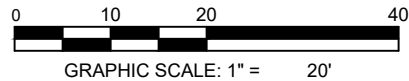
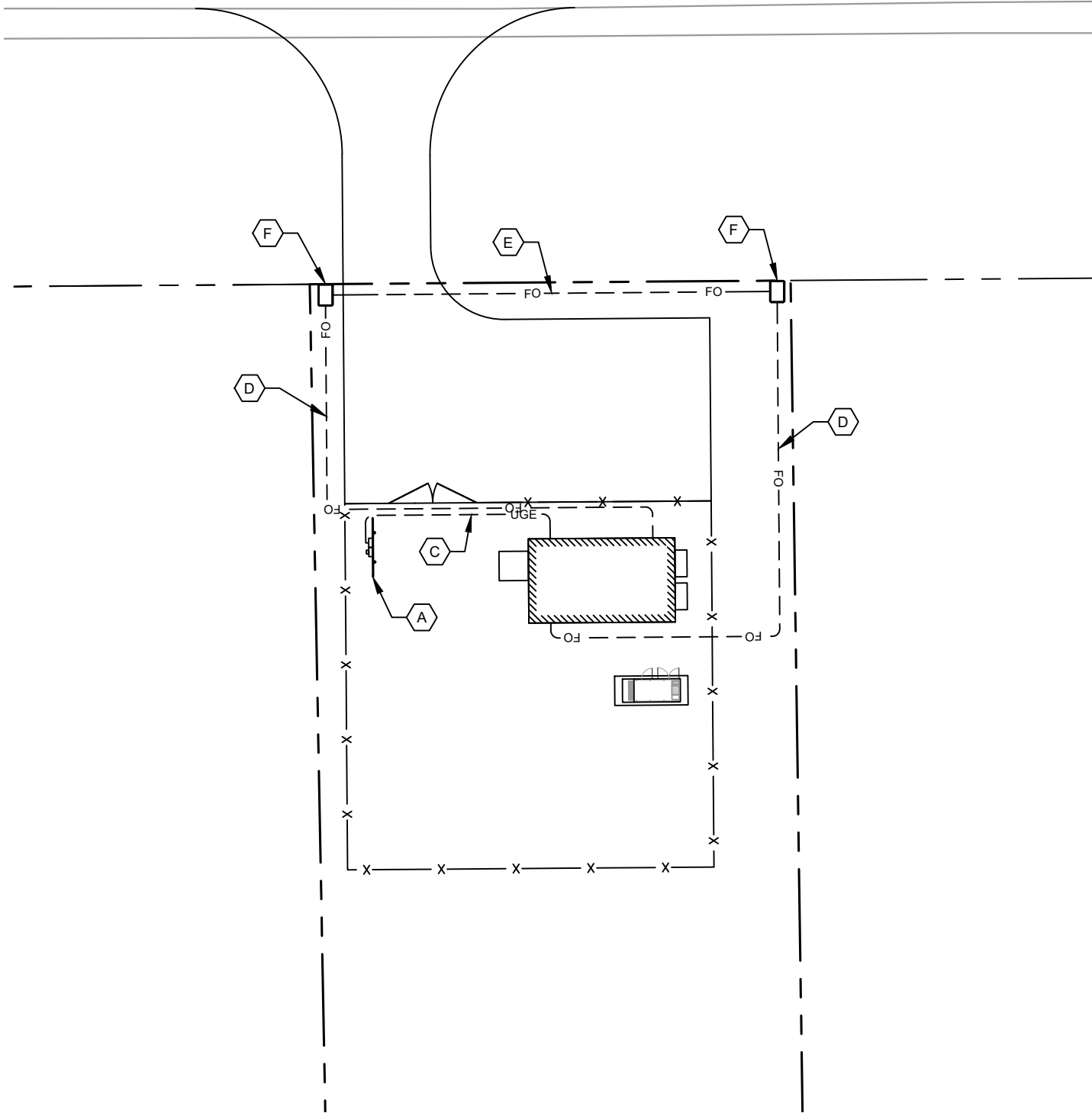
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE METALLIC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2 TYPICAL TRENCH DETAIL
E2 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & EQUIPMENT

- (A) UTILITY METER H-FRAME (SEE DETAIL 1/E3)
- (B) TWO (2) 2" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (TBD± LF) (SEE TRENCH DETAIL 2/E2)
- (C) ONE (1) 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO SHELTER (32± LF) (SEE TRENCH DETAIL 2/E2)
- (D) TWO (2) 3/4" PVC FIBER CONDUITS FROM PROPOSED SHELTER TO HANDHOLE AT RIGHT OF WAY (154± LF) (SEE TRENCH DETAIL 2/E2)
- (E) ONE (1) 4" PVC FIBER CONDUIT TO CONNECT HAND HOLES (60± LF) (SEE TRENCH DETAIL 2/E2)
- (F) TRAFFIC RATED HAND HOLE. PROVIDE TRAFFIC RATED HAND HOLE AT SPACING NO MORE THAN 400' OR AFTER THREE (3) 90° BENDS

1 UTILITY ROUTING PLAN
E2 SCALE: 1" = 20'



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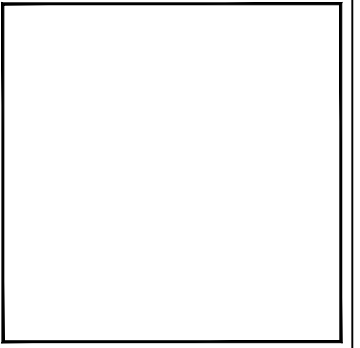
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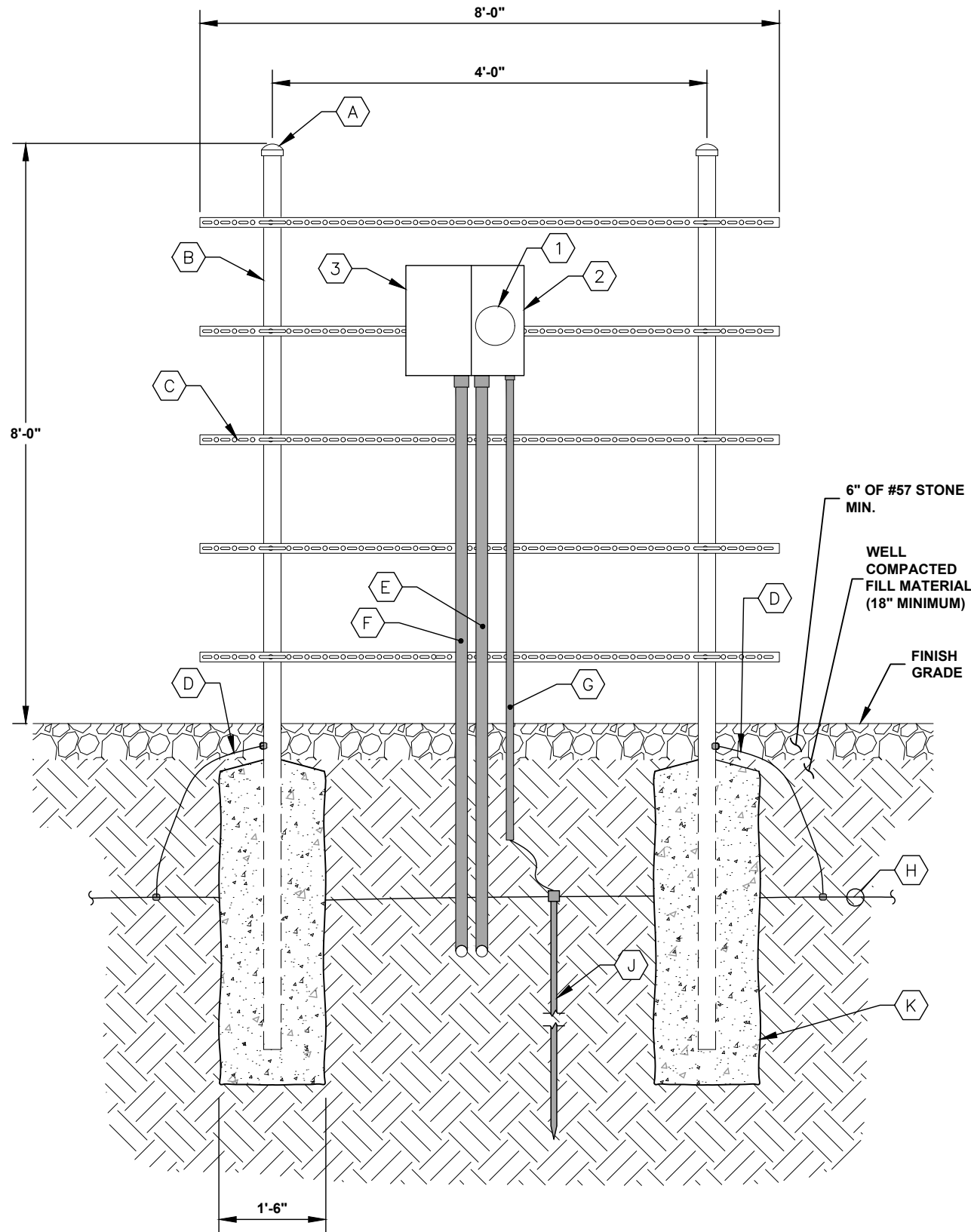
SHEET TITLE:

UTILITY ROUTING
PLAN

SHEET NUMBER:

E2

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1 METER RACK DETAILS
E3 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- A GALVANIZED RIGID STEEL CAP, TYPICAL.
- B 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- C 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- D ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- E 2" PVC CONDUIT, ROUTED BY UTILITY, TO NEW 200A, 1-GANG METER CENTER FOR NEW SINGLE PHASE, 120/240V SERVICE.
- F 2" PVC CONDUIT WITH THREE (3) 3/0 AWG AND ONE (1) #4 AWG GREEN INSULATED GROUND CONDUCTOR FOR ROUTING POWER TO PANEL LOCATED IN PROPOSED SHELTER.
- G ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- H GROUND RING (SEE DETAIL 1/E5).
- J GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E5 & 2/E6).
- K CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- 1 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- 2 200 AMP, 22KAIC, SINGLE GANG, SERVICE ENTRANCE RATED METER MAIN IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- 3 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.



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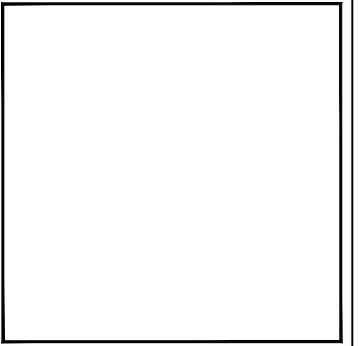
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LICENSER:



KHA PROJECT NUMBER:

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TRN

SHEET TITLE:

METER RACK
PROFILE

SHEET NUMBER:

E3

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 36" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 36" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. COMPOUND GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR COMPOUND GROUND RING.
5. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
6. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
7. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
12. BOND H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
13. BOND SHELTER TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
14. NOTIFY UNITI CONSTRUCTION MANAGER TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
15. REFER TO COMPOUND GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
16. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



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WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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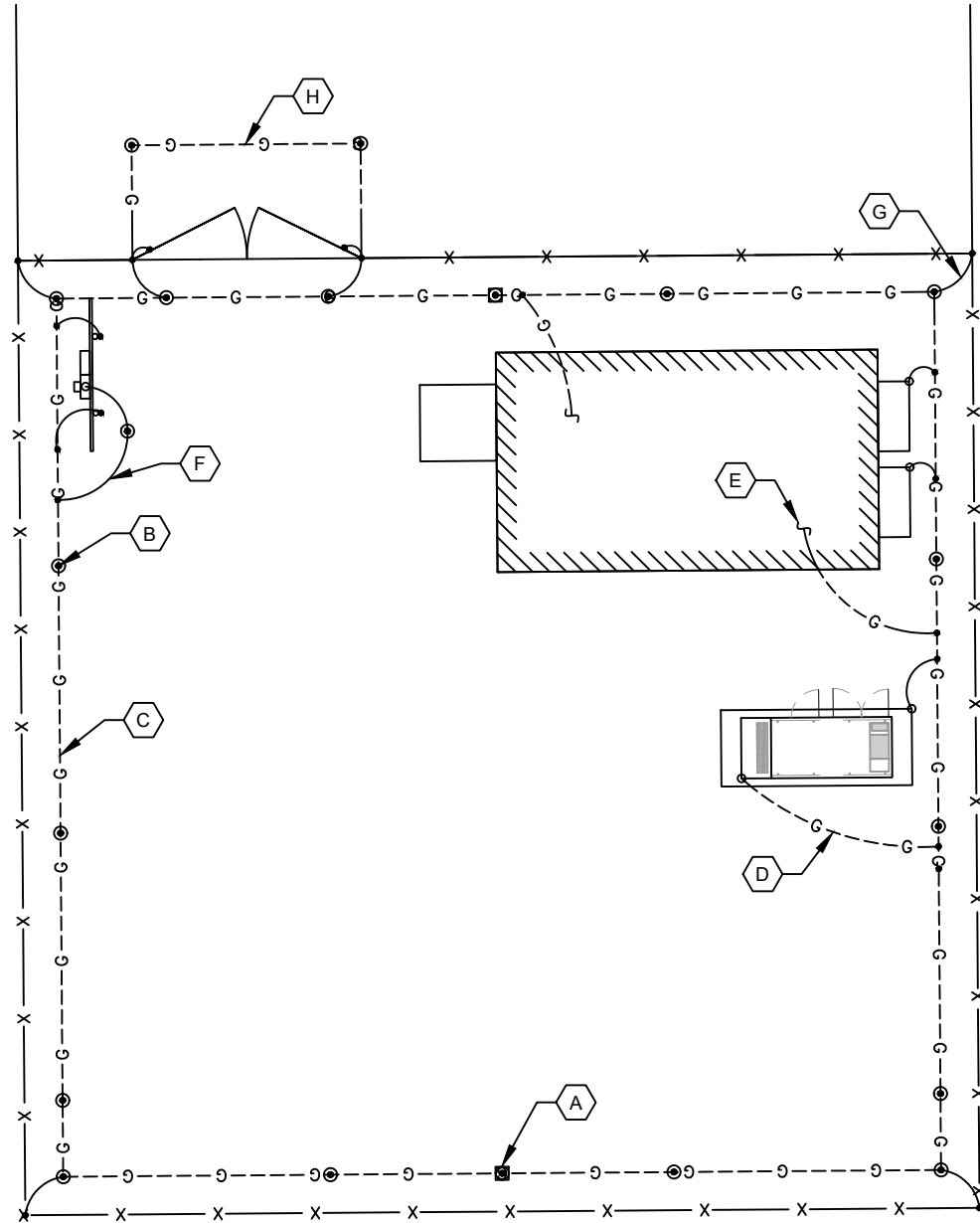
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GROUNDING
NOTES

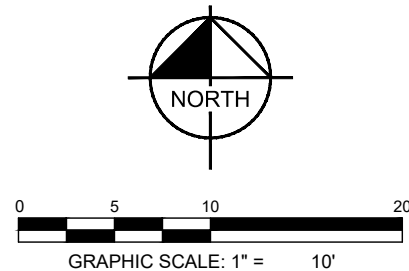
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E4

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1
E5
GROUNDING PLAN
SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- (A) GROUND ROD TEST WELL (SEE DETAIL 1/E6).
- (B) GROUND ROD, TYPICAL (SEE DETAIL 2/E6 AND NOTE 2 E4).
- (C) COMPOUND GROUND RING (SEE NOTES 1, 3, AND 4 ON E4).
- (D) GENERATOR GROUNDING, TYPICAL (SEE NOTE 7 ON E4).
- (E) SHELTER GROUNDING, TYPICAL (SEE NOTE 13 ON E4).
- (F) UTILITY H-FRAME GROUNDING, TYPICAL. (SEE NOTE 12 ON E4).
- (G) FENCE POST GROUNDING, TYPICAL (SEE NOTE 11 ON E4).
- (H) GATE GROUNDING, TYPICAL (SEE NOTES 8, 9, AND 11 ON E4).

LEGEND:

- G --- G --- GROUND RING
- G --- G --- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E6)
- MECHANICAL CONNECTION



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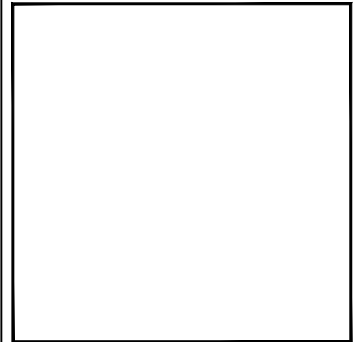
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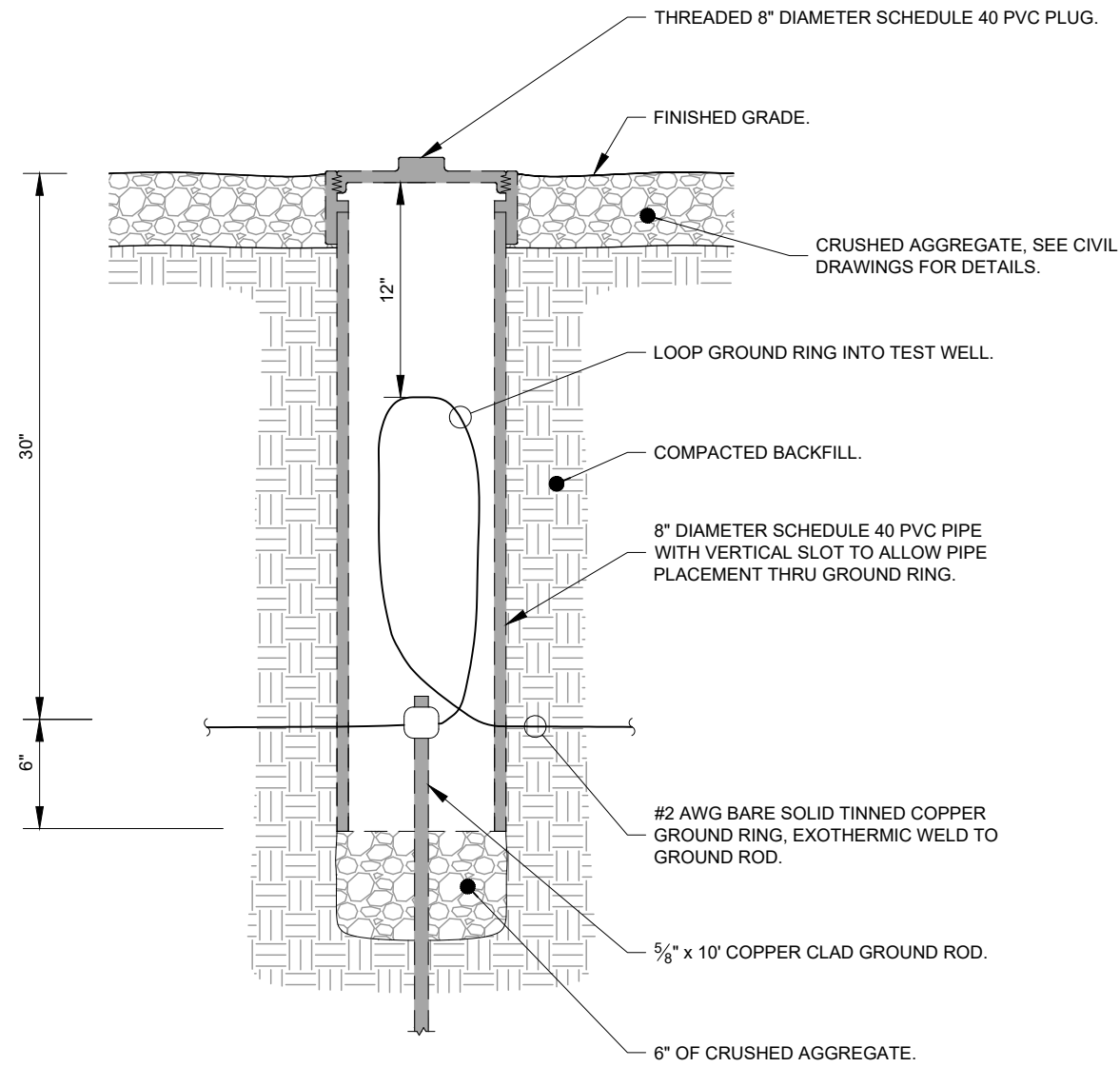
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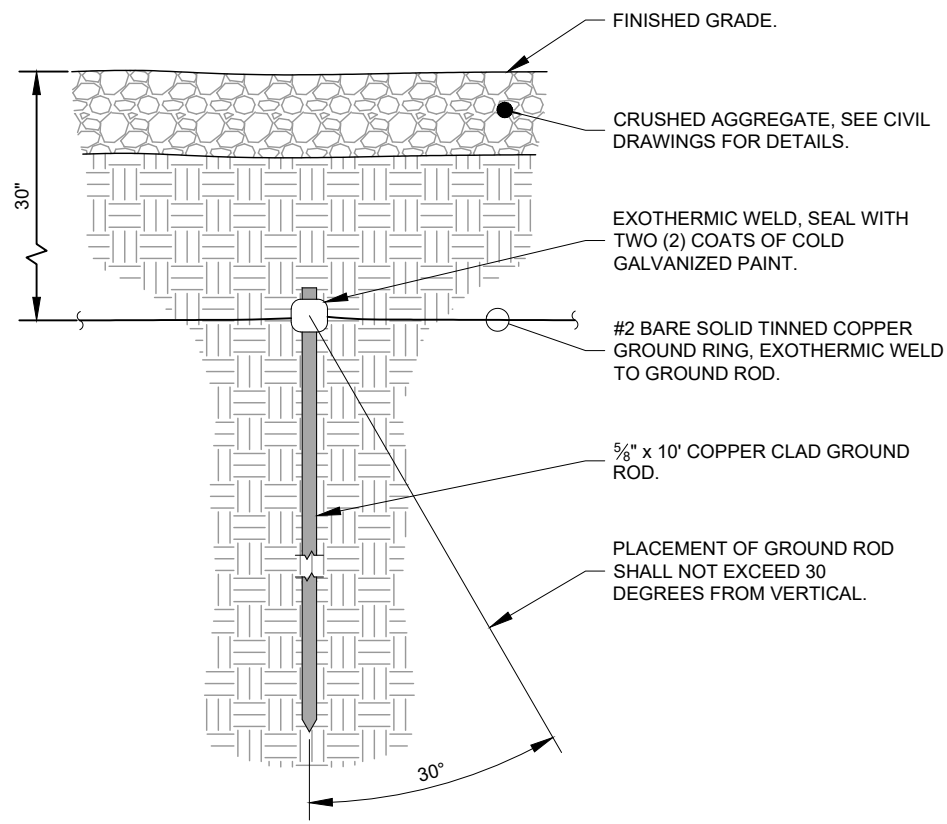
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1 GROUND ROD TEST WELL DETAIL
E6 NOT TO SCALE



2 GROUND ROD INSTALLATION DETAIL
E6 NOT TO SCALE



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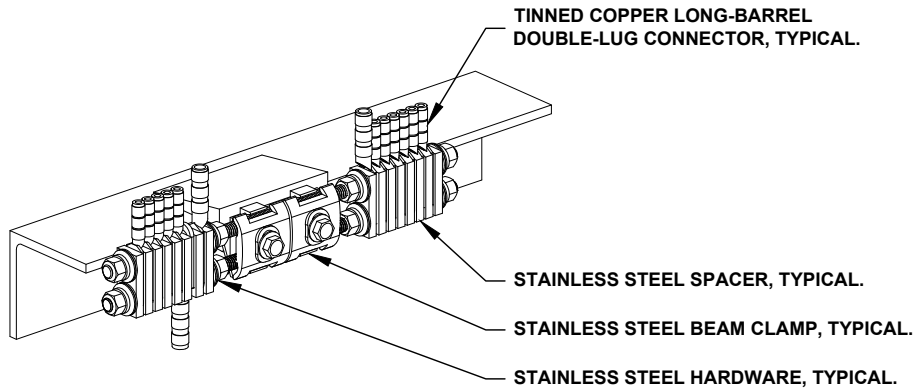
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GROUNDING
DETAILS

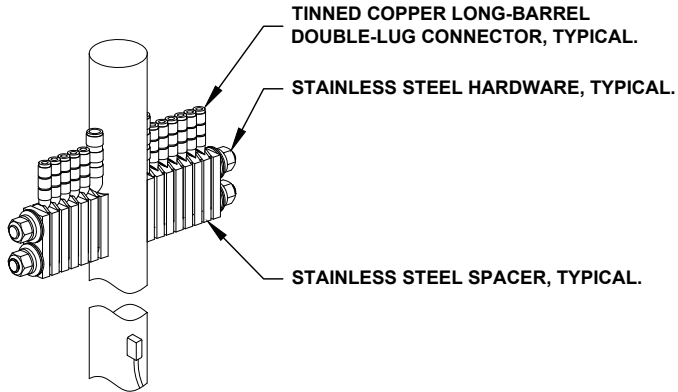
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E6

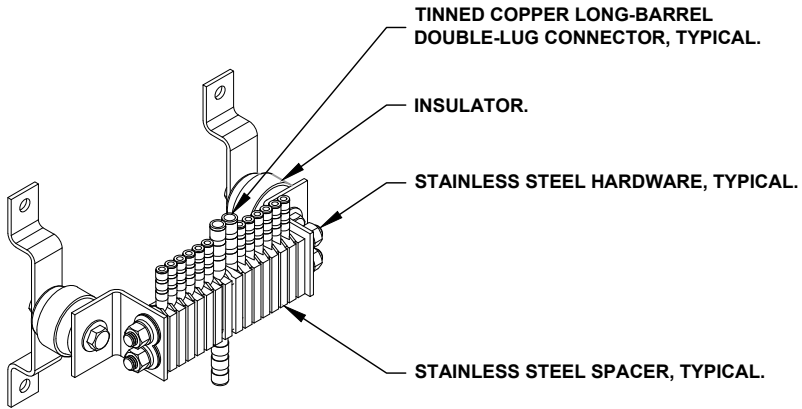
K:\ATL_Wireless\Waterloo\CAD\CDS\REWORX_FIBER_SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton



1 BAR NONE GROUDNED BEAM CLAMP (TDSGA-BC14)
E7 NOT TO SCALE



2 BAR NONE POST MOUNTED (TDSGA-PA14)
E7 NOT TO SCALE



3 BAR NONE INSULATED (TDSGA-WB17)
E7 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GROUNDING
DETAILS**

SHEET NUMBER:

E7



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Request by the City of Waterloo for the Preliminary and Final Plat of a Minor Plat of Survey of Parcel A, located north of 2365 Northeast Drive.

RECOMMENDED COUNCIL ACTION

Approve

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The site is located at the southwest corner of Newell Street and Northeast Drive. Newell Street is classified as an arterial street and Northeast Drive classified as a local street. There are no sidewalks along Newell Street or Northeast Drive. Sidewalks would not be required with this minor plat.

The site in question is zoned "M-2,P" Planned Industrial District and has been zoned as such since it was rezoned from "A-1" Agricultural District on October 9, 1995. The surrounding properties zoning and uses are as follows:

North: Agricultural uses zoned "A-1" Agricultural District

East: PPG (formerly Metokote) zoned "M-2, P" Planned Industrial District

South: QCI Thermal Systems zoned "M-2,P" Planned Industrial District

West: Vacant land and Warehouse zoned "M-2,P" Planned Industrial District

The plat is comprised of one lot approximately 0.34 acres in size for commercial or industrial development. There are no minimum lot requirements for the "M-2" Heavy Industrial District. The proposed lot would be split off from the existing lot, leaving a lot size of 1.47 acres for the site at the corner of Newell Street and Northeast Drive.

The proposed parcel is approximately 65' x 227' with a lot size of 0.34 acres.

The applicant has submitted a Survey Plan, which is a conceptual document. The applicant has been notified that a Plat of Survey with a 30' drainage/utility easement shown on the south edge of the lot will be required for Council approval.

The Subdivision Ordinance requires that Plat submissions include such criteria as boundaries of property, proposed streets, easements, and widths of right-of-way, utility locations, contours, as well as surrounding land uses. The plat does not contain all details required, however given the minor nature of the split, the additional information would not appear to be needed, as the plat is in accordance with the intent of the subdivision ordinance.

Therefore, staff recommends that the request by the City of Waterloo for the replat of a portion of Lot 2 of Northeast Industrial Park Plat no. 1, a one-lot Commercial Subdivision in the "M-2, P" Planned Industrial District located north of 2365 Northeast Drive, be approved for the following reasons:
The plat is in accordance with the intent of the Subdivision Ordinance, and can be served by existing utilities.

1. The plat is in accordance with the Comprehensive Plan.
2. The plat will create additional development in the Primary Growth Area.

And subject to the following condition(s):

That the plat is updated to be a Plat of Survey and show the existing utility easement along the north property line.

NEIGHBORHOOD IMPACT

The request would not have a negative impact on the surrounding area, as the area is composed of industrial uses.

DATA, ANALYSIS, AND STRATEGIES

Subdivision of property

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The Planning and Zoning Commission and City Council are public meetings that include notification of meeting date, time and agenda items.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

Not Approve

LEGAL DESCRIPTION

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.

ATTACHMENTS

1. Staff Report
2. Replat NE Ind. 1 Lot 2 - Minor Plat - Aerial Map
3. Weatherfield plat of survey
4. Weatherfield Waterloo Site plan Final

REQUEST:	Request by the City of Waterloo for the replat of a portion of Lot 2 of Northeast Industrial Park Plat no. 1, a one-lot Commercial Subdivision in the “M-2, P” Planned Industrial District located north of 2365 Northeast Drive.
APPLICANT(S):	City of Waterloo, 715 Mulberry St, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	The applicant is requesting to plat the property in question for the purpose of creating a 0.34 acre lot for a telecommunications company.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not have a negative impact on the surrounding area, as the area is composed of industrial uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS AND COMPLETE STREETS POLICY:	The site is located at the southwest corner of Newell Street and Northeast Drive. Newell Street is classified as an arterial street and Northeast Drive classified as a local street. There are no sidewalks along Newell Street or Northeast Drive. Sidewalks would not be required with this minor plat.
RECREATIONAL TRAIL PLAN:	The Martin Luther King Jr. Drive Trail is located approximately 0.4 miles to the south of the site in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site in question is zoned “M-2,P” Planned Industrial District and has been zoned as such since it was rezoned from “A-1” Agricultural District on October 9, 1995. The surrounding properties zoning and uses are as follows: North: Agricultural uses zoned “A-1” Agricultural District East: PPG (formerly Metokote) zoned “M-2, P” Planned Industrial District South: QCI Thermal Systems zoned “M-2,P” Planned Industrial District West: Vacant land and Warehouse zoned “M-2,P” Planned Industrial District
BUFFERS REQUIRED/ NEEDED:	No buffering would be required as part of this request.
DRAINAGE:	The proposed request would not appear to have a negative impact on drainage in the area.
DEVELOPMENT HISTORY:	Industrial development has been taking place in the Northeast Industrial Park for over the past 25 years.
FLOODPLAIN:	No portion of the minor plat area is located within a Special Flood Hazard Area, as indicated by the Federal Insurance Administration’s Flood Insurance Rate Map, Community

	Number 190025 and Panel 0188F, dated July 18, 2011.
PUBLIC/OPEN SPACES/SCHOOLS	No public or open spaces are located within the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 20' utility easement located to the south of Newell Street. This easement needs to be added to the site plan. There is a 16' utility and drainage easement located on the south line of lot 2, south of 2365 Northeast Drive. A 16" water main is located along the west side of Northeast Drive. Overhead power lines are located on the north side of Newell Street. Other utilities will be need to be extended to serve the proposed lot. Engineering has determined that a 30' drainage and utility easement will be required along the south line of the proposed lot.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this site as Industrial. The request would be in conformance with the goals and policies of the Comprehensive Plan. The site is located within the Primary Growth Area.
STAFF ANALYSIS – ZONING ORDINANCE:	The plat is comprised of one lot approximately 0.34 acres in size for commercial or industrial development. There are no minimum lot requirements for the "M-2" Heavy Industrial District. The proposed lot would be split off from the existing lot, leaving a lot size of 1.47 acres for the site at the corner of Newell Street and Northeast Drive.
STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The proposed parcel is approximately 65' x 227' with a lot size of 0.34 acres. The applicant has submitted a Survey Plan, which is a conceptual document. The applicant has been notified that a Plat of Survey with a 30' drainage/utility easement shown on the south edge of the lot will be required for Council approval. The Subdivision Ordinance requires that Plat submissions include such criteria as boundaries of property, proposed streets, easements, and widths of right-of-way, utility locations, contours, as well as surrounding land uses. The plat does not contain all details required, however given the minor nature of the split, the additional information would not appear to be needed, as the plat is in accordance with the intent of the subdivision ordinance.
TECHNICAL REVIEW COMMITTEE:	There were no comments from Tech Review on this request.

STAFF
RECOMMENDATION:

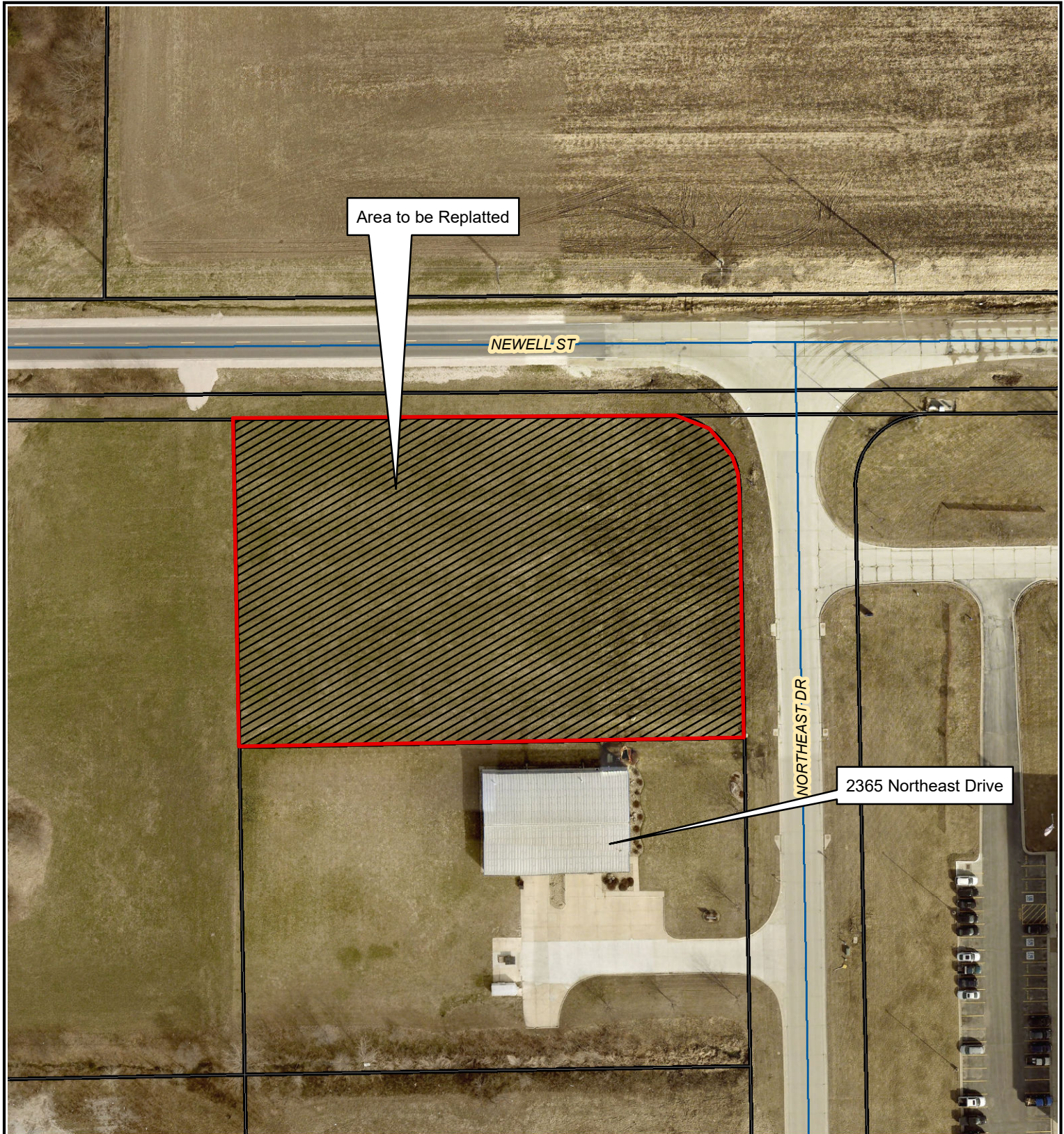
Therefore, staff recommends that the request by the City of Waterloo for the replat of a portion of Lot 2 of Northeast Industrial Park Plat no. 1, a one-lot Commercial Subdivision in the "M-2, P" Planned Industrial District located north of 2365 Northeast Drive, be approved for the following reasons:

1. The plat is in accordance with the intent of the Subdivision Ordinance, and can be served by existing utilities.
2. The plat is in accordance with the Comprehensive Plan.
3. The plat will create additional development in the Primary Growth Area.

And subject to the following condition(s):

1. That the plat is updated to be a Plat of Survey and show the existing utility easement along the north property line.

City of Waterloo Planning, Programming and Zoning Commission
February 14, 2023



Replat of Northeast Industrial Park
Plat No. 1 Lot 2
Minor Plat
City of Waterloo

INDEX LEGEND	
LOCATION:	Part of Lot "2" of Northeast Industrial Park Plat No. 1
REQUESTOR:	WEATHERFIELD REALITY GROUP, LLC
PROPRIETOR:	TIM COEFIELD
SURVEYOR:	Matthew T. Mokanyk
SURVEYOR COMPANY:	Landtech Professional Surveying & Engineering
RETURN TO:	P.O. BOX 193, Grawn, MI 49637 mattm@landtechps.com

PLAT OF SURVEY

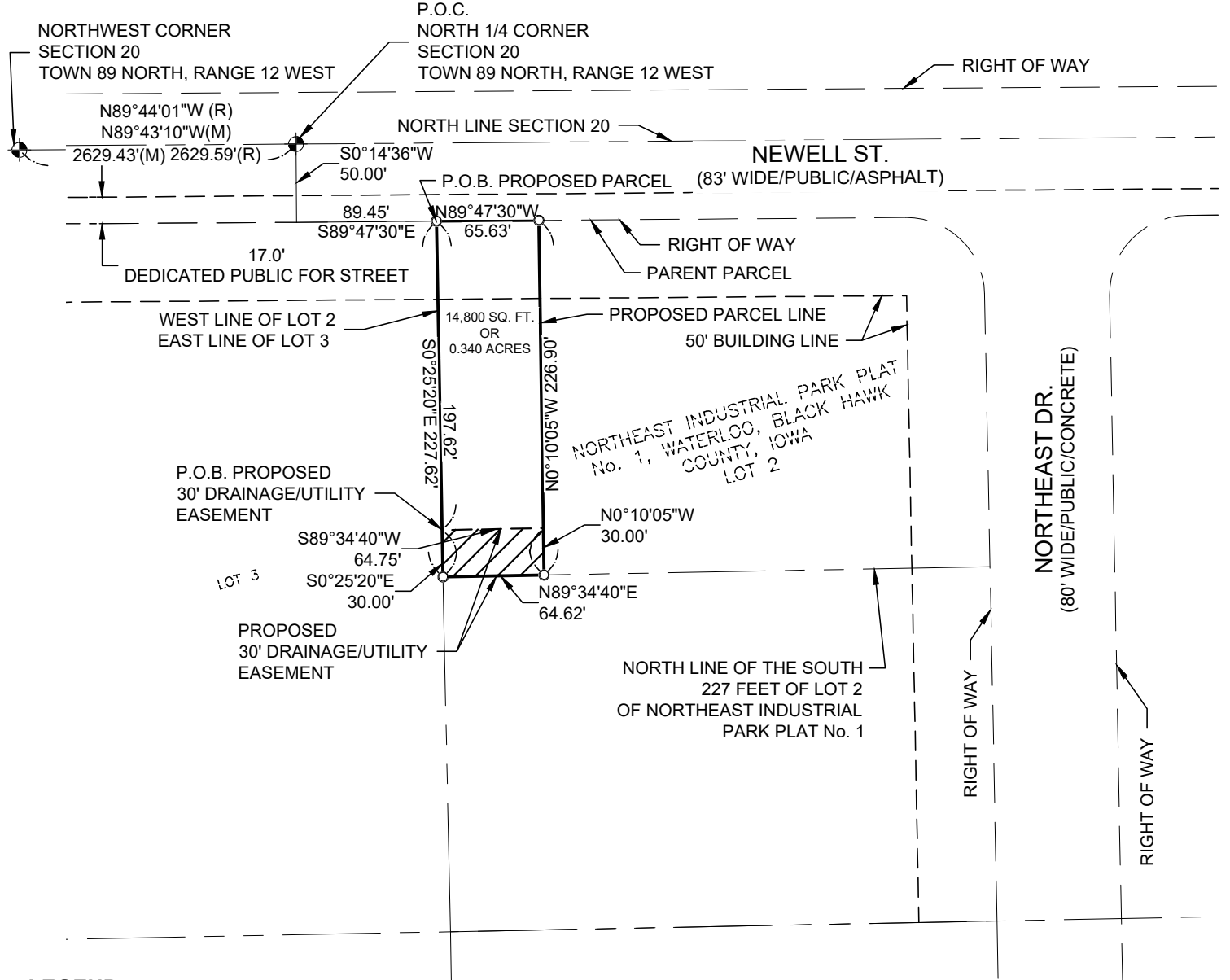
PLAT OF SURVEY SHOWING LOT "2", OF NORTHEAST INDUSTRIAL PARK PLAT NO. 1

PARCEL 1 DESCRIPTION:

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST ALONG SAID LINE A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.

30" WIDE DRAINAGE/UTILITY EASEMENT:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES AND DRAINAGE FACILITIES OVER/UNDER AND ACROSS THAT PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 197.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°25'20" EAST ALONG SAID WEST LINE A DISTANCE OF 30.00 FEET TO THE NORTH LINE OF THE SOUTH 227 FEET OF LOT 2 OF SAID PLAT; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH 89°34'40" WEST A DISTANCE OF 64.75 FEET TO THE POINT OF BEGINNING.



LEGEND

- IDOT MONUMENT
- 5/8" REBAR FOUND (UNLESS NOTED)
- 5/8" CAPPED REBAR
- #18019 SET

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MATTHEW T. MOKANYK
IOWA P.S. #18019
MY LICENSE RENEWAL DATE IS

DATE



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231-943-0050 ph 231-943-0051 fax 877-520-LAND toll free
www.landtechps.com www.towersurveyors.com

SHEET 1 OF 1

K:\ATL_Wireless\Reworkx\Waterloo\CAD\CDS\REWORX FIBER SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

PREPARED FOR:



SITE NAME:

WATERLOO

SITE ADDRESS (E-911 TO BE VERIFIED)

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY
LATITUDE: 42° 30' 45.44" N
LONGITUDE: 92° 17' 16.10" W
PARCEL ID: 891220201011
ZONING CLASSIFICATION: M-2,P

DEVELOPER
UNITI FIBER C/O
REWORX SERVICE GROUP, LLC.
PHONE: (678) 468-7580
EMAIL: TIM.COEFIELD@REWORXSG.COM
ATTN: TIM COEFIELD

PROPERTY OWNER
WEATHERFIELD REALITY GROUP, LLC
3766 POE DRIVE
VESTAVIA HILLS, AL 35223
PHONE: (678) 468-7580
ATTN: TIM COEFIELD

POWER PROVIDER
MIDAMERICAN ENERGY
PO BOX 4350
DAVENPORT, IA 52808-4350
PHONE: (800) 329-6261
ATTN: CUSTOMER SERVICE

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (470) 299-7052
ATTN.: TREVOR NEWTON, P.E.

CONTACTS

SHEET NO.	SHEET TITLE
T1	TITLE SHEET
-	SURVEY SHEET (1 OF 1)
N1	GENERAL NOTES
C0	OVERALL PARCEL PLAN
C1	OVERALL SITE PLAN
C2	ENLARGED SITE PLAN
C3	GRADING AND EROSION CONTROL PLAN
C4	GRADING AND EROSION CONTROL DETAILS
C5	GRAVEL COMPOUND DETAIL
C6	FENCE, GATE AND COMPOUND DETAILS
C7	FIBER SHELTER ELEVATIONS
S1	FOUNDATION PLAN
S2	FOUNDATION DETAILS
E1	ELECTRICAL NOTES
E2	UTILITY ROUTING PLAN
E3	METER RACK PROFILE
E4	GROUNDING NOTES
E5	GROUNDING PLAN
E6	GROUNDING DETAILS
E7	GROUNDING DETAILS

SHEET INDEX

CITY OF WATERLOO PLANNING & ZONING
715 MULBERRY ST.
WATERLOO, IA 50703
PHONE: (319) 291-4366
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

BLACK HAWK SHERIFF'S OFFICE
225 E 6TH ST
WATERLOO, IA 50703
PHONE: (319) 291-2587
ATTN.: NON-EMERGENCY BUSINESS

WATERLOO FIRE RESCUE (FIRE STATION 5)
617 NEVADA ST.
WATERLOO, IA 50703
PHONE: (319) 291-4465
ATTN.: NON-EMERGENCY BUSINESS



JURISDICTION:
CITY OF WATERLOO
STATE:
IOWA

SCOPE OF WORK:
UNMANNED TELECOMMUNICATIONS FACILITY

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP
AREA 19013C0193F DATED 07/18/11 WITHIN
FLOOD ZONE X.

PROJECT SUMMARY



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

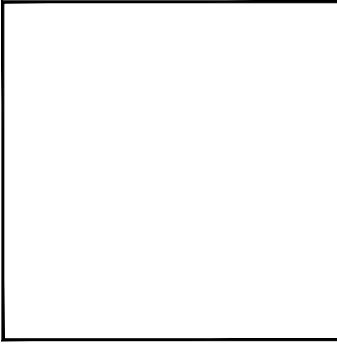
PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

TITLE SHEET

SHEET NUMBER:

T1

SITE INFORMATION

SITE ADDRESS:
NEWELL STREET
WATERLOO, IA 50703

PARCEL ID

891220201011

PARENT PARCEL DESCRIPTION (AS PROVIDED PER BLACK HAWK CO. GIS)

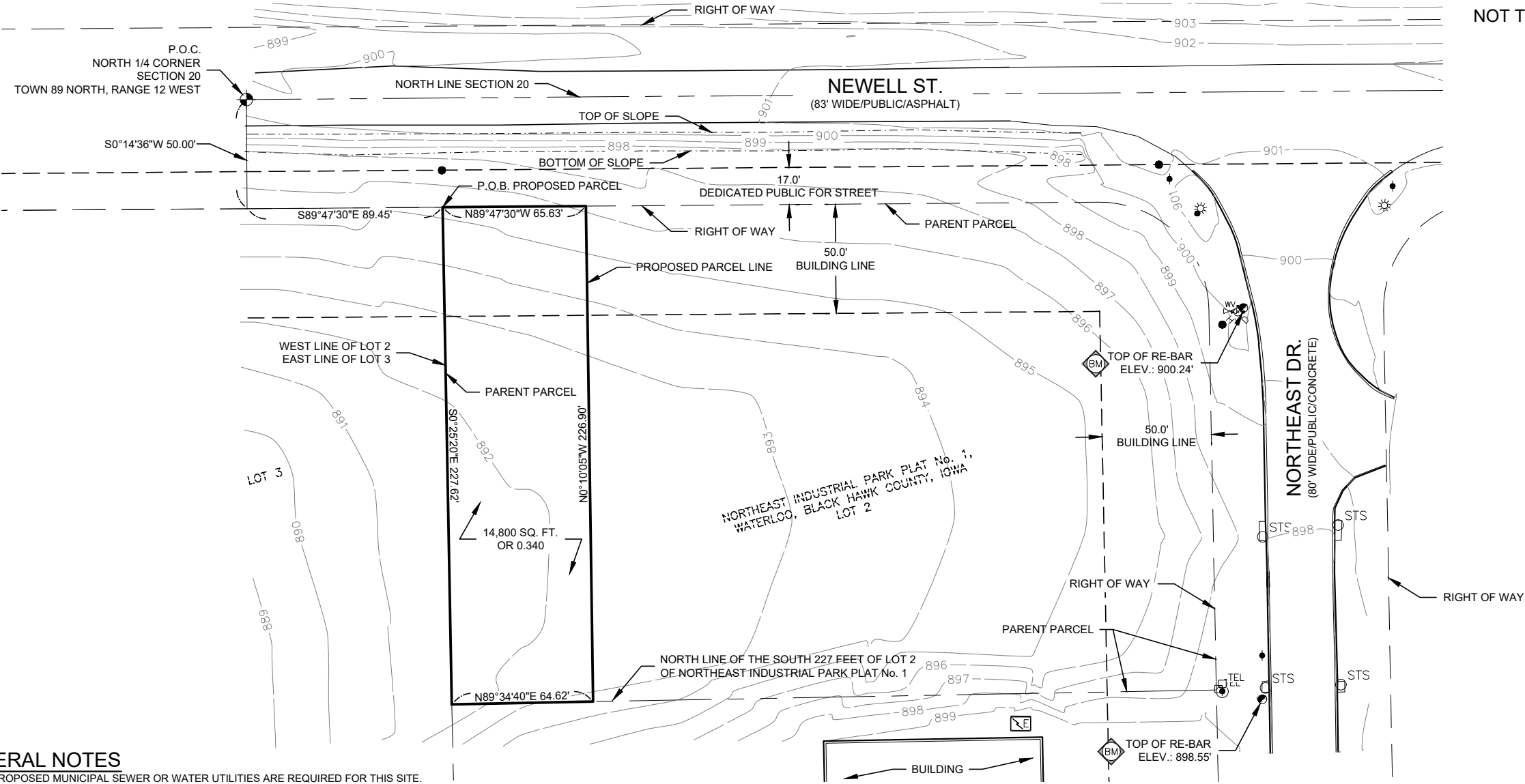
NORTHEAST INDUSTRIAL PARK PLAT NO 1 LOT 2 EXC S 227 FT.

PROPOSED PARCEL DESCRIPTION (AS SURVEYED)

PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST, LOT 2 OF NORTHEAST INDUSTRIAL PARK PLAT No. 1, CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 00°14'36" WEST A DISTANCE OF 50.00 FEET TO THE SOUTH RIGHT OF WAY OF NEWELL STREET (83' WIDE/PUBLIC); THENCE SOUTH 89°47'30" EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 89.45 FEET TO THE NORTHWEST CORNER OF LOT 2 OF SAID PLAT AND THE POINT OF BEGINNING; THENCE SOUTH 00°25'20" EAST ALONG THE WEST LINE OF LOT 2 OF SAID PLAT A DISTANCE OF 227.62 FEET; THENCE NORTH 89°34'40" EAST A DISTANCE OF 64.62 FEET; THENCE NORTH 00°10'05" WEST A DISTANCE OF 226.90 FEET TO SAID RIGHT OF WAY; THENCE NORTH 89°47'30" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 65.63 FEET TO THE POINT OF BEGINNING. CONTAINING 14,800 SQUARE FEET OR 0.340 ACRES.



VICINITY MAP
NOT TO SCALE



- IRON FOUND
- IRON SET
- P.K. NAIL FOUND
- P.K. NAIL SET
- GPS MONUMENT
- MONUMENT BOX FOUND
- MONUMENT FOUND
- MONUMENT SET
- (R) RECORD
- (M) MEASURED
- STS STORM MANHOLE
- CATCH BASIN
- SQUARE CATCH BASIN
- SANITARY MANHOLE
- SANITARY CLEAN-OUT
- MONITOR WELL
- TELCO. MANHOLE
- POWER POLE
- GUY
- LIGHT POLE
- ELECTRIC TRANSFORMER
- ELECTRIC METER
- ELECTRIC HANDHOLE
- WATER VALVE
- HYDRANT
- GAS METER
- GAS MARKER
- GAS VALVE
- TELEPHONE PEDESTAL
- SIGN POST
- FENCE LINE
- BENCHMARK

LEGEND

ALL UTILITIES AS SHOWN ARE APPROXIMATE LOCATIONS DERIVED FROM ACTUAL MEASUREMENTS AND AVAILABLE RECORDS. THEY SHOULD NOT BE INTERPRETED TO BE EXACT LOCATION NOR SHOULD IT BE ASSUMED THAT THEY ARE THE ONLY UTILITIES IN THE AREA.

GENERAL NOTES

- NO PROPOSED MUNICIPAL SEWER OR WATER UTILITIES ARE REQUIRED FOR THIS SITE.
- THERE WILL BE NO CHANGE IN DRAINAGE PATTERN DUE TO THE PROPOSED INSTALLATION.
- NO SIGNIFICANT RUNOFF IS GENERATED BY THE PROPOSED INSTALLATION.

CERTIFICATION :

I MATTHEW T. MOKANYK CERTIFY THAT I HAVE SURVEYED AND MARKED THE PROPOSED EQUIPMENT INSTALLATION AND EXISTING FEATURES AND THAT THIS MAP IS A TRUE REPRESENTATION THEREOF.

Matthew T. Mokanyk
Matthew T. Mokanyk, P.S., P.E.
Iowa P.S. No. 18019

01/16/23
Date

BEARINGS BASIS: N89°47'30"W ALONG THE NORTH LINE OF SECTION 20, TOWN 89 NORTH, RANGE 12 WEST



SURVEY PLAN

SCALE: 1"=60'



LANDTECH PROJECT NUMBER: 22308159

REV.	DATE	DESCRIPTION	REQ. BY	BY
0	01/16/23	PRELIMINARY DRAWINGS		RJH

DRAWING SCALE NOTE: THE DRAWINGS ARE DESIGNED FOR 11"x17" (TABLOID/LEGAL) SIZED PAPER, WHERE MUNICIPALITIES REQUIRE 24"x36" COPIES OF PRINTS, LANDTECH SHALL PLOT THE DRAWINGS AT A RATIO OF 2:1. ALL SUCH COPIES SHALL HAVE A SCALE 1/2 THE SHOWN SIZE.

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www.landtechps.com www.towersurveyors.com

WATERLOO

SITE ADDRESS:
715 MULBERRY ST.
WATERLOO, IA 50703
COUNTY: BLACK HAWK

Sheet Title:
SURVEY PLAN

Sheet Number:
S-1



K:\ATL_Wireless\Reworx\Waterloo\CAD\CDs\FIBER_SHELTER_CD.dwg 02/13/23 1:04 PM by: trevor.newton

1.00 GENERAL NOTES

- 1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.
- 1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND UNITI SPECIFICATIONS, THE UNITI PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.
- 1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.
- 1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.
- 1.05 SHELTER IS SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.
- 1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.
- 1.07 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.
- 1.08 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.
- 1.09 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "IOWA ONE CALL SYSTEM" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER (800) 292-8989 (OR 811) ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.
- 1.10 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.
- 1.11 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY UNITI PROJECT MANAGER.
- 1.12 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER UNITI PROJECT MANAGER'S INSTRUCTIONS.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

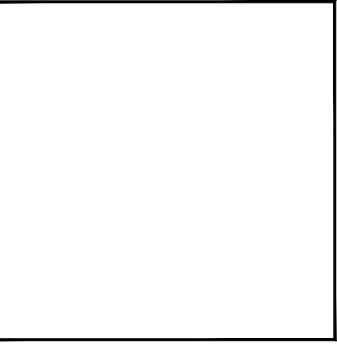
PLANS PREPARED FOR:



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1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

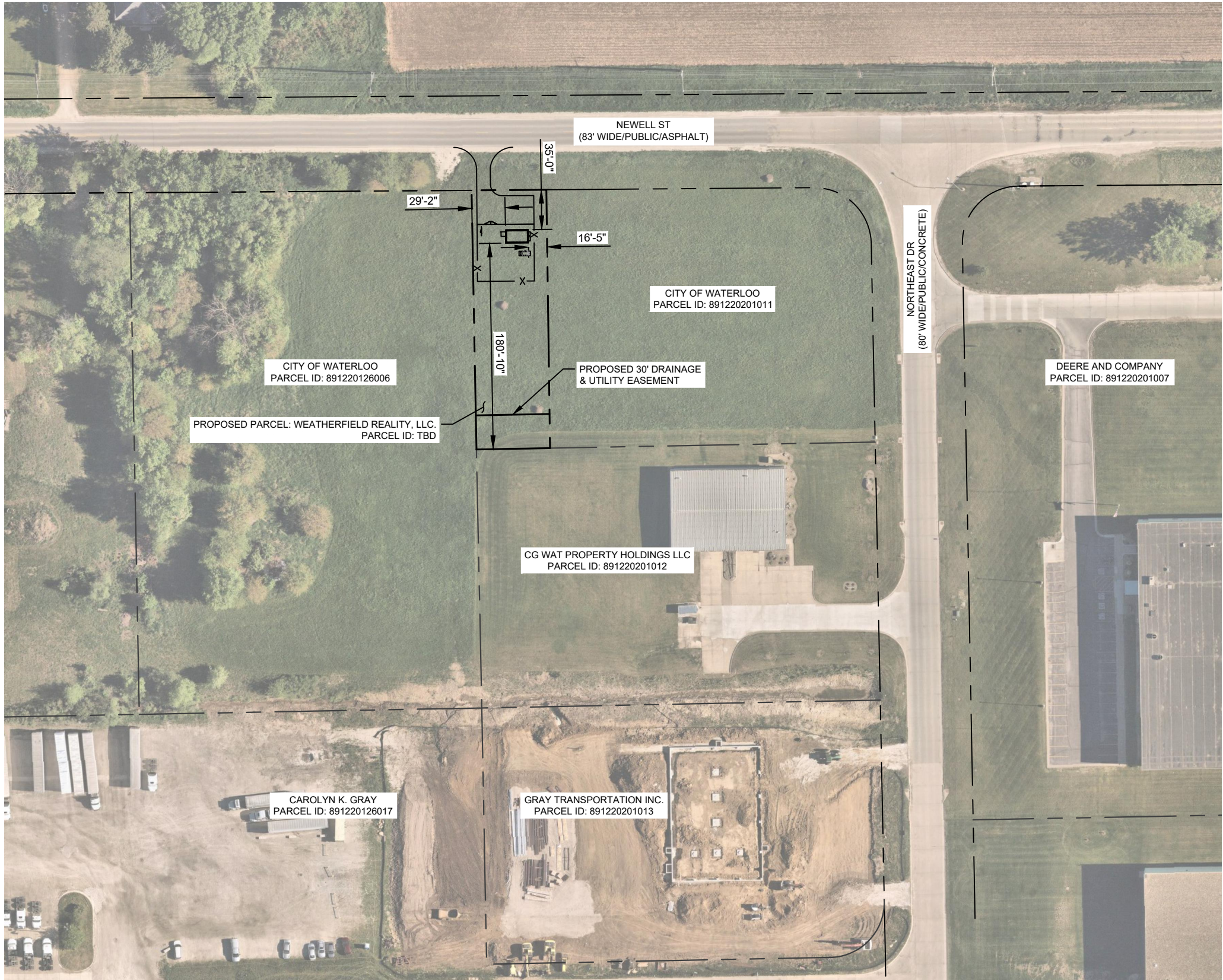
SHEET TITLE:

GENERAL NOTES

SHEET NUMBER:

N1

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SETBACKS TO PROPERTY LINES (FROM FIBER SHELTER)	
NORTH	35'-0"
SOUTH	180'-10"
EAST	16'-5"
WEST	29'-2"



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
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PLANS PREPARED FOR:

Reworkx
Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

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SHEET TITLE:

**OVERALL PARCEL
PLAN**

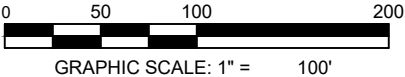
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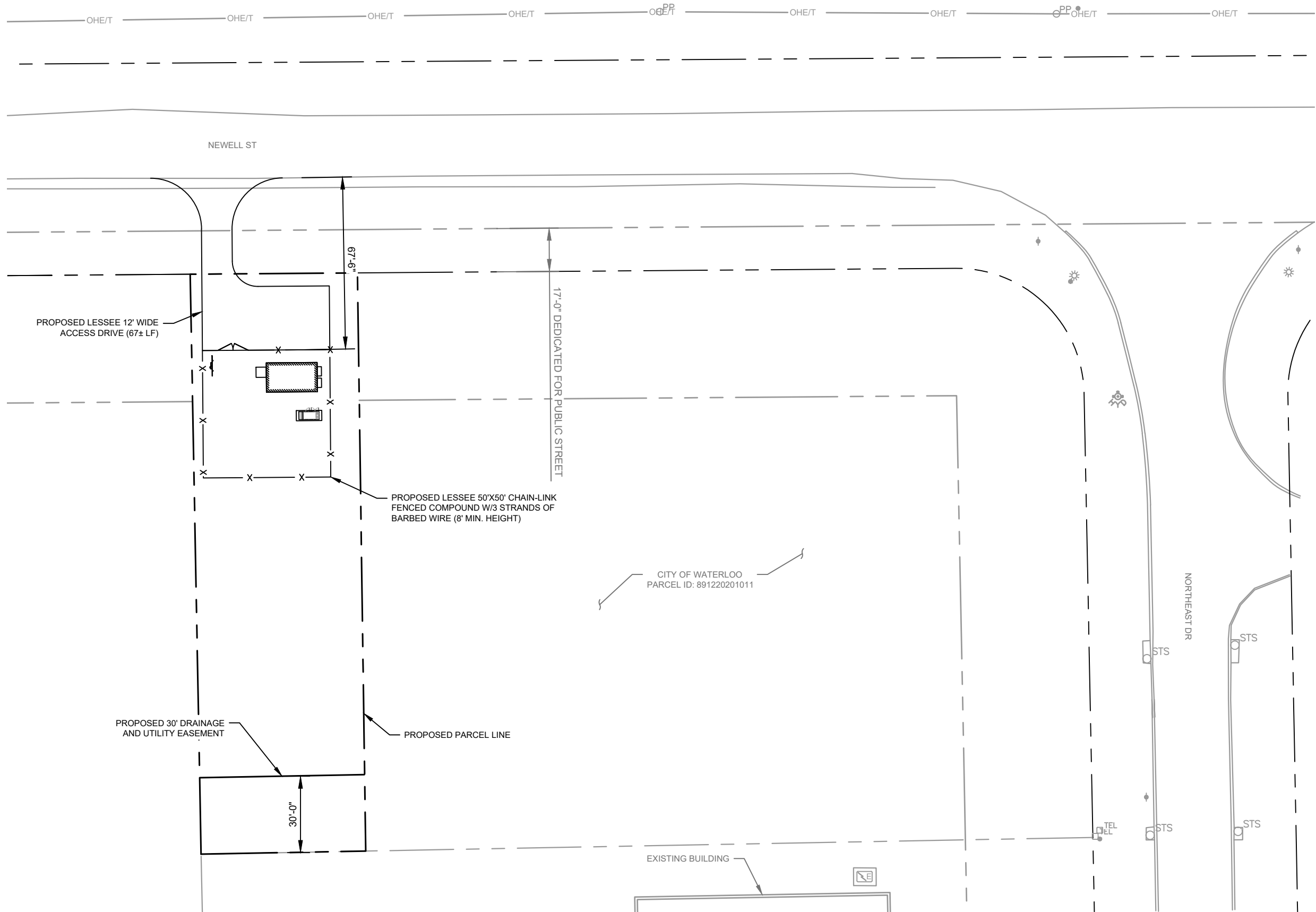
SURVEY NOTE:

- UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
- PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C0 **OVERALL PARCEL PLAN**
SCALE: 1" = 100'



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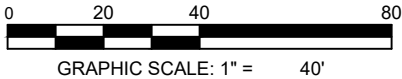
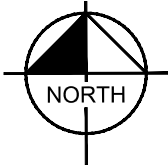
SURVEY NOTE:

1. UNITI STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.

2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY LANDTECH PROFESSIONAL SURVEYING & ENGINEERING DATED 01/16/2023 AND SITE VISIT ON 01/16/2023.

1
C1 **OVERALL SITE PLAN**

SCALE: 1" = 40'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

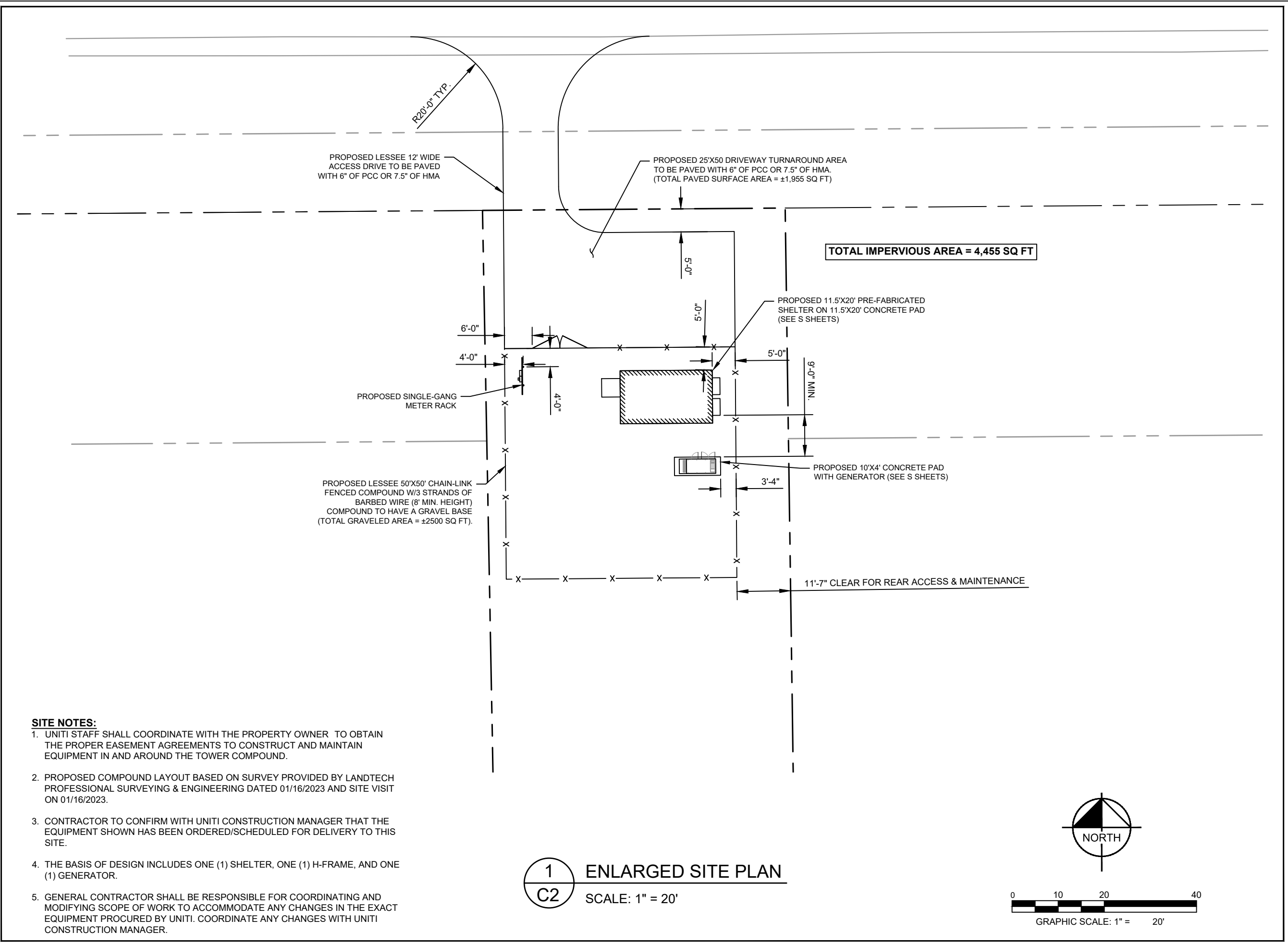
SHEET TITLE:

**OVERALL SITE
PLAN**

SHEET NUMBER:

C1

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PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
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PLANS PREPARED FOR:



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LICENSER:



KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

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TRN

SHEET TITLE:

ENLARGED SITE
PLAN

SHEET NUMBER:

C2

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NOTE:
CURRENT DESIGN ANTICIPATES APPROXIMATELY 6,039± SQ. FT. (0.14 ACRES) OF CLEARING AND GRADING FOR THE PROPOSED PROJECT. IF ADDITIONAL CLEARING IS REQUIRED BEYOND WHAT IS SHOWN IN THE PLANS THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND/OR PROJECT MANAGER.

GRADING NOTES:

1. THE CONTRACTOR SHALL CLEAR AND GRUB THE SITE AND PLACE, COMPACT, AND MOISTURE CONDITION ALL FILL PER THE PROJECT GEOTECHNICAL ENGINEERS SPECIFICATIONS. FILL MATERIAL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO PLACEMENT.
2. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REFLECT FINISHED GRADES.
3. CONTRACTOR SHALL BLEND EARTHWORK SMOOTHLY TO TRANSITION BACK TO EXISTING GRADE.
4. PORTIONS OF THE SITE NOT SPECIFICALLY MENTIONED WITHIN THE GEOTECHNICAL REPORT SHALL BE COMPACTED TO 95 PERCENT OF THE MATERIALS MAXIMUM DRY DENSITY WITHIN 3 PERCENT OF OPTIMUM MOISTURE CONTENT.
5. FILL SHALL BE PLACED IN MAXIMUM 8 INCH LOOSE LIFTS.
6. UNDISTURBED AREAS WITHIN 30' INGRESS/EGRESS EASEMENT NOT NEEDED FOR UTILITY ROUTING TO BE LEFT UNDISTURBED.
7. GROUND WATER SHOULD BE REASONABLY EXPECTED. ANY DE-WATERING OR MOISTURE CONDITIONING IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE INCLUDED IN THE CONTRACT PRICE.
8. SEED ALL DISTURBED AREAS NOT TOPPED WITH GRAVEL PER SEEDING SCHEDULE ON DETAIL ON SHEET C9.
9. MAXIMUM CUT SLOPE = 2H:1V UNLESS OTHERWISE NOTED.
10. MAXIMUM FILL SLOPE = 4H:1V UNLESS OTHERWISE NOTED.

LEGEND

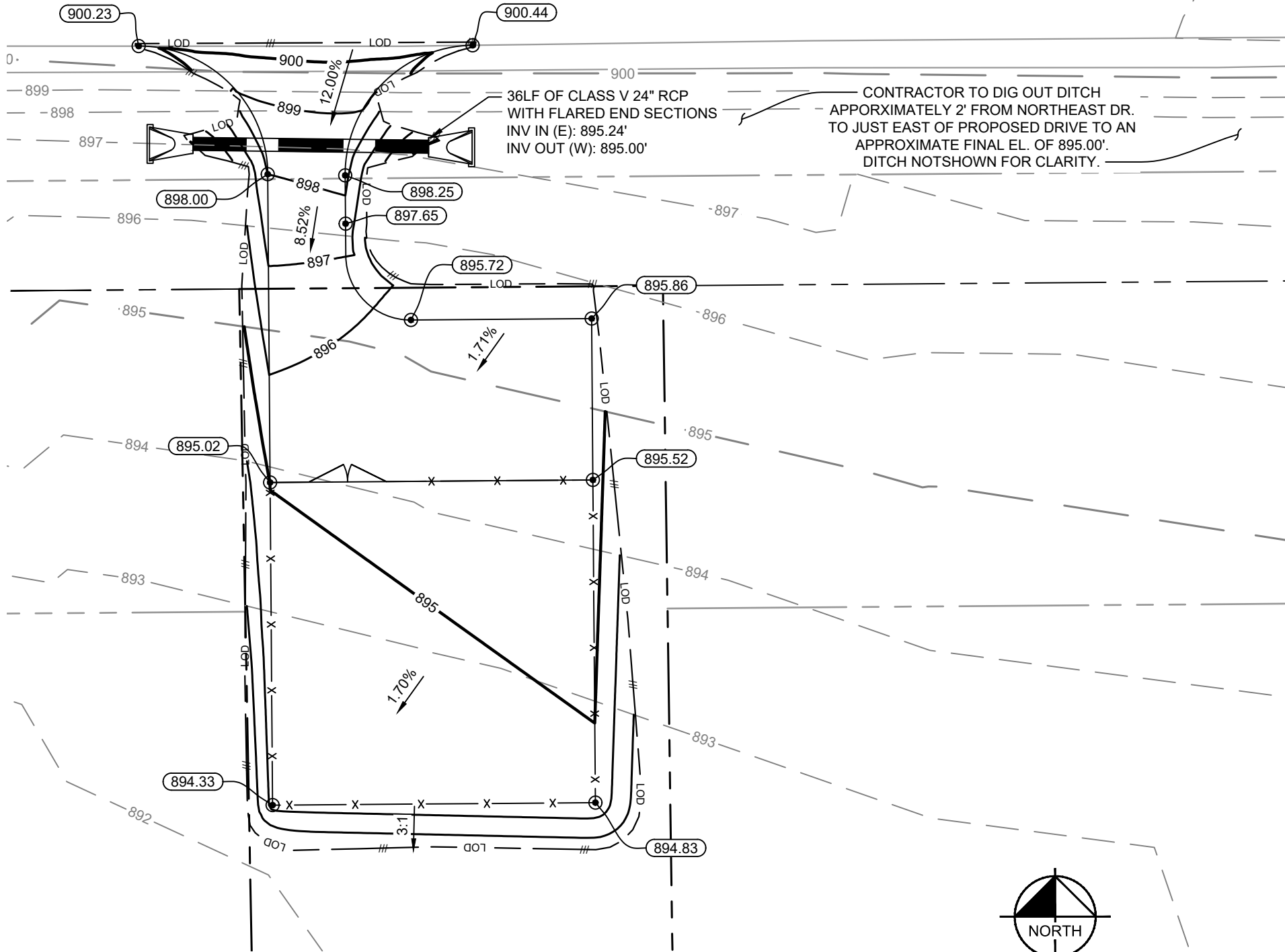
EXISTING CONTOURS

PROPOSED CONTOURS

LOD/SILT FENCE

PROPOSED SPOT ELEVATION

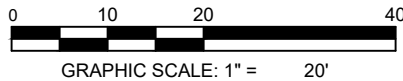
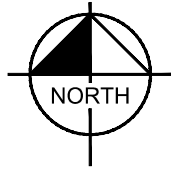
XX.XX



1
C3

GRADING AND EROSION CONTROL PLAN

SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

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SHEET TITLE:

**GRADING AND
EROSION
CONTROL PLAN**

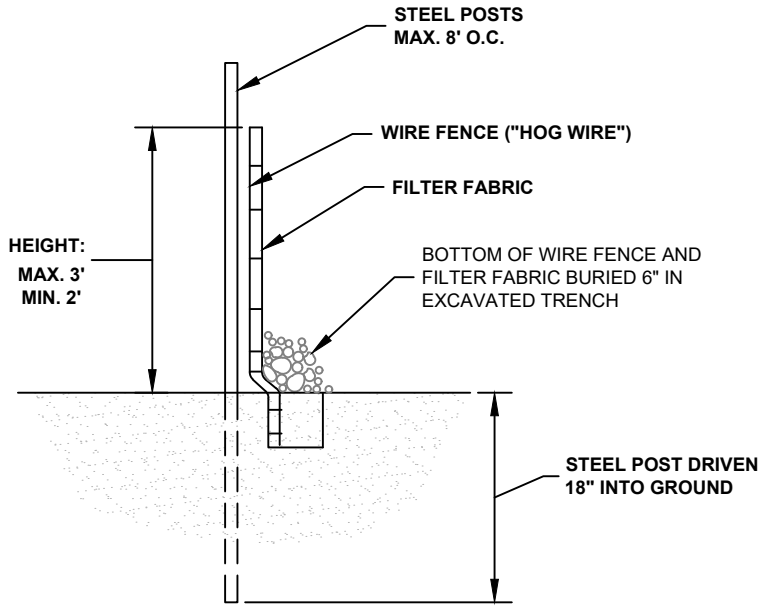
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EROSION CONTROL NOTES:

1. EROSION CONTROLS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND SHALL BE ADEQUATE TO MAINTAIN SEDIMENT ON SITE.
2. ALL EXCAVATED SOILS NOT NEEDED ON SITE FOR BACKFILL OPERATIONS SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE TAKEN OFF SITE AND LEGALLY DISPOSED OF.
3. SOIL REMAINING ON SITE SHALL HAVE SILT FENCE TIGHTLY PLACED AROUND THE ENTIRE CIRCUMFERENCE OF THE PILE.
4. PROVIDE EROSION CONTROLS AS NECESSARY TO PREVENT EXISTING SOILS FROM DRAINING OFF SITE OR INTO EXISTING DRAINAGE STRUCTURES.
5. ERECTION OF EROSION CONTROLS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL EROSION CONTROL REGULATIONS.



SECTION

1

C4

SEDIMENT FENCE (SILT FENCE)

NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
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PLANS PREPARED FOR:

Reworx
Service Group, LLC

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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

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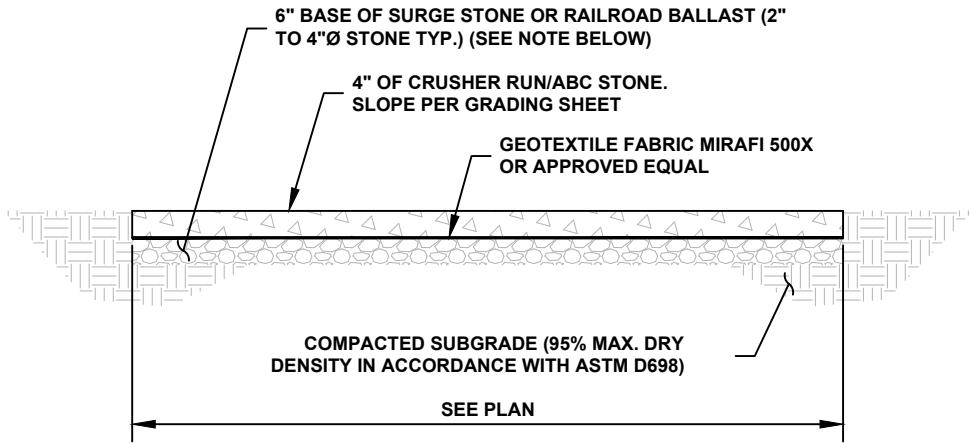
SHEET TITLE:

GRADING AND
EROSION
CONTROL DETAILS

SHEET NUMBER:

C4

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NOTE:
IF DETERMINED NECESSARY DURING GRADING AND CONSTRUCTION OF THE GRAVEL COMPOUND, THE CONTRACTOR SHALL INSTALL 6" BASE OF SURGE STONE OR RAILROAD BALLAST (2" TO 4"Ø STONE TYP.)

1 GRAVEL COMPOUND DETAIL
C5 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
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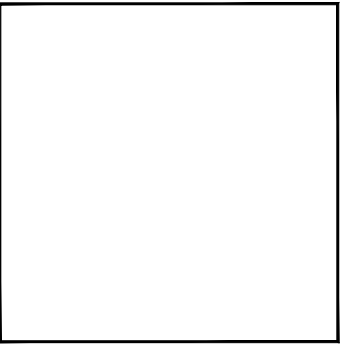
PLANS PREPARED FOR:



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KHA PROJECT NUMBER:

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SHEET TITLE:

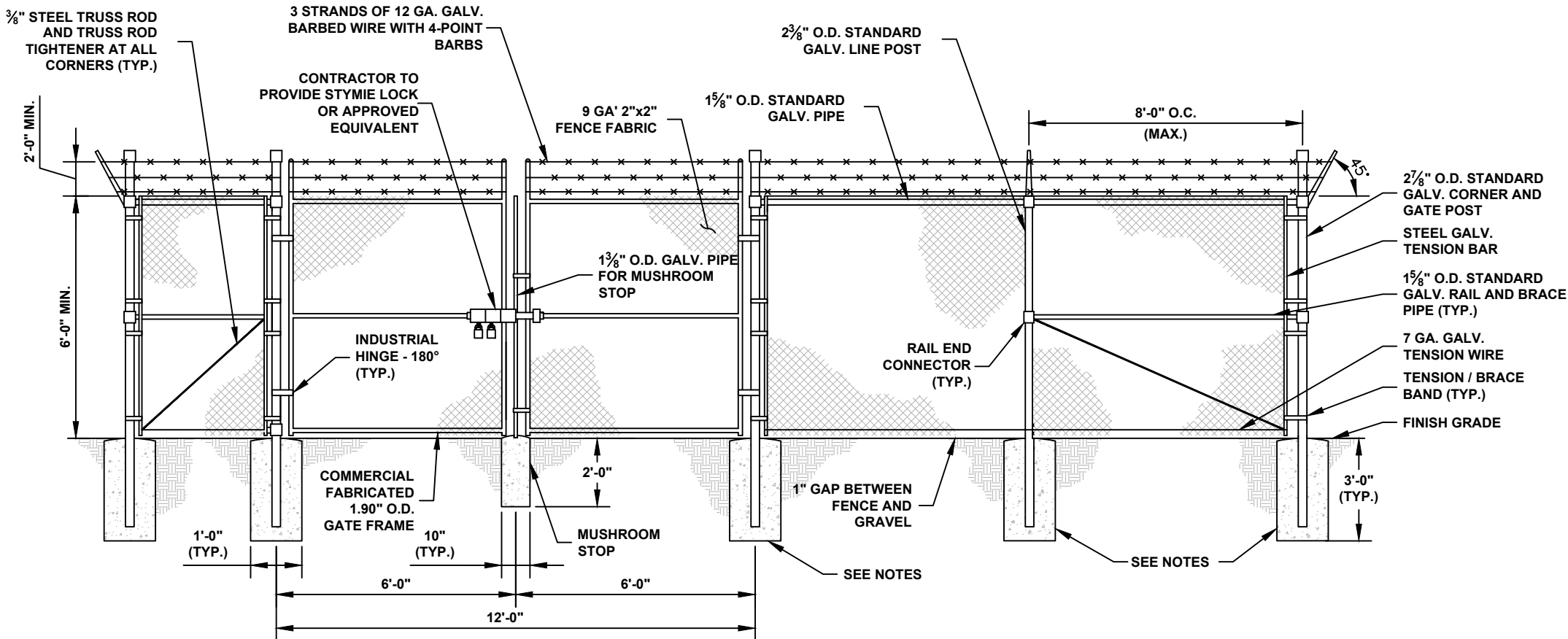
GRAVEL
COMPOUND
DETAIL

SHEET NUMBER:

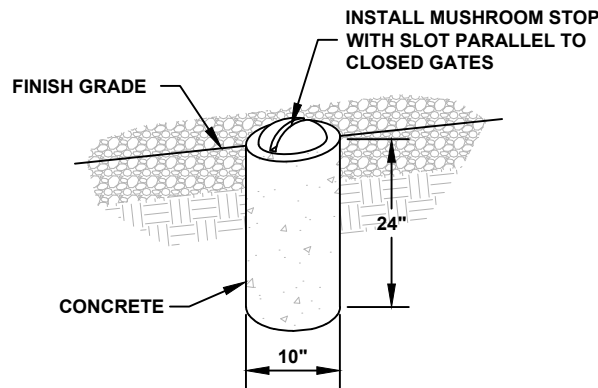
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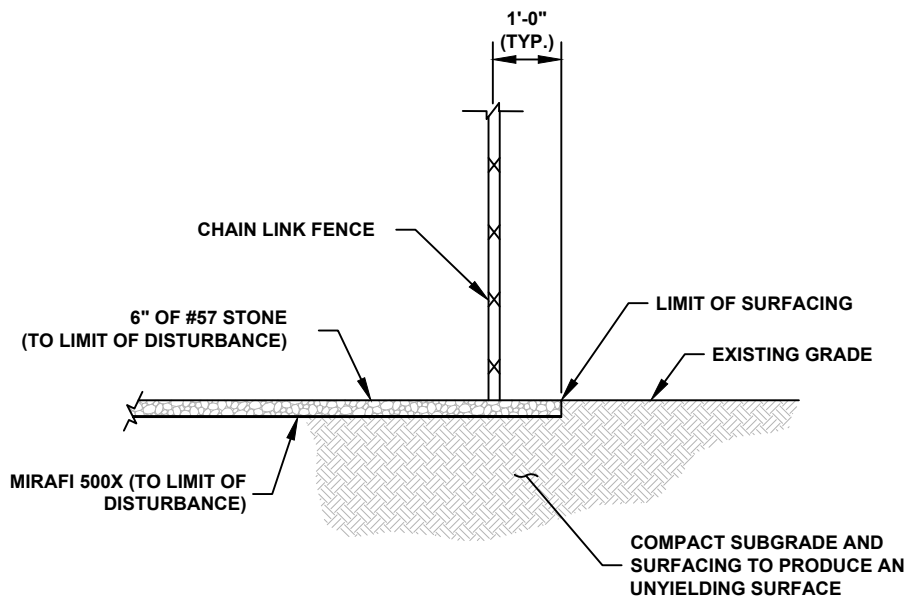
- FENCE NOTES:**
1. USE 3,000-PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
 2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON-SHRINK GROUT.
 3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
 4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
 5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
 6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
 7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
 8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



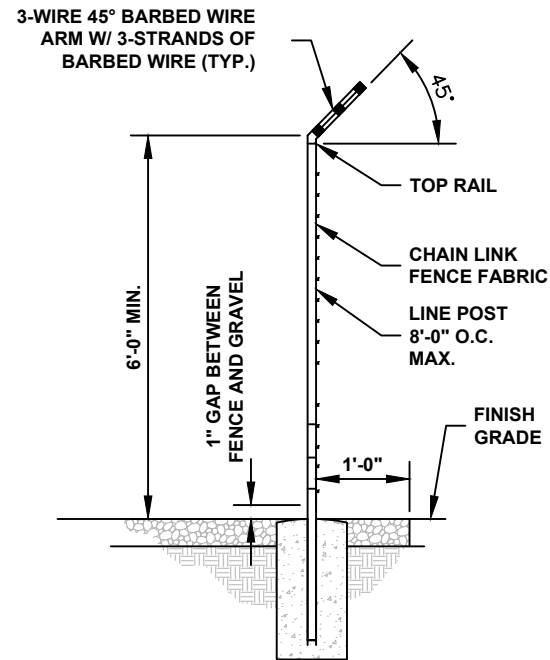
1 CHAIN LENK FENCE AND GATE ELEVATION
C6 NOT TO SCALE



2 MUSHROOM STOP
C6 NOT TO SCALE



3 SITE COMPOUND SURFACE DETAIL
C6 NOT TO SCALE



4 SECTION AT FENCE
C6 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

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Reworx
Service Group, LLC

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KHA PROJECT NUMBER:

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DRAWN BY: CHECKED BY:

WJW

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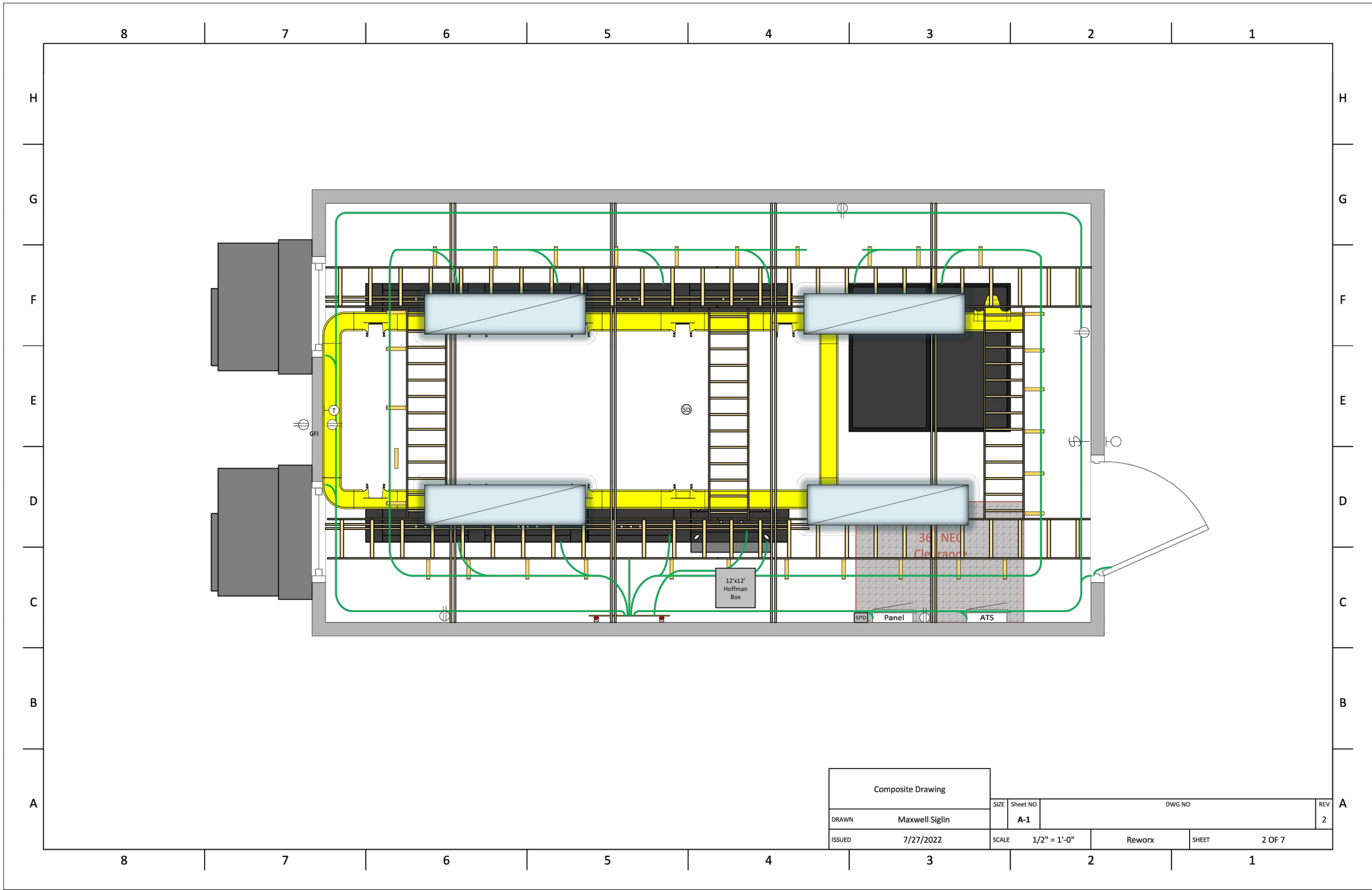
SHEET TITLE:

**FENCE, GATE AND
COMPOUND
DETAILS**

SHEET NUMBER:

C6

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1
C7 CELL SITE SHELTER DRAWINGS
NOT TO SCALE

Composite Drawing		SIZE	Sheet NO	DWG NO		REV
DRAWN	Maxwell Siglin		A-1			2
ISSUED	7/27/2022	SCALE	1/2" = 1'-0"	Reworx	SHEET	2 OF 7



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
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LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW TRN

SHEET TITLE:

FIBER SHELTER
ELEVATIONS

SHEET NUMBER:

C7

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FOUNDATION NOTES

1. GENERAL
- 1.1

FOUNDATIONS ARE DESIGNED FOR A PRESUMPTIVE SOIL BEARING CAPACITY OF 2,000 PSF. CONTRACTOR SHALL VERIFY SOIL CONDITIONS PRIOR TO CONSTRUCTION.
- 1.2

EXCAVATE A MINIMUM 42" BELOW PROPOSED EQUIPMENT FOUNDATIONS OF EXPANSIVE, ORGANIC, UNCONSOLIDATED OR OTHERWISE UNACCEPTABLE MATERIAL AND REPLACE WITH WELL-COMPACTED MATERIAL.
- 1.3

PERIMETER FOOTING FOR THE SHELTER AND GENERATOR FOUNDATIONS MUST BE A MINIMUM DEPTH OF 42" BELOW FINISH GRADE.
- 1.4

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, PROTECTING, AND RELOCATING AS REQUIRED ALL SERVICE AND UTILITY LINES IN VICINITY OF THE WORK SITE. ALL EXCAVATIONS NEAR THESE LINES TO BE CARRIED OUT WITH EXTREME CAUTION.
- 1.5

CONTRACTOR TO CUT/FILL FOUNDATION TO PROVIDE AN AREA AS LEVEL AS POSSIBLE FOR THE EQUIPMENT. ALL FILL AREAS ARE TO BE FILLED WITH SUITABLE MATERIALS. FILL MATERIALS ARE TO BE PLACED, COMPACTED, AND TESTED IN MAXIMUM LAYERS OF 8". COMPACTION OF ALL MATERIALS SHALL ACHIEVE 95% OF MAXIMUM DRY DENSITY AT OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D698. ALL TESTS MUST MEET THE MINIMUM SPECIFIED SOIL BEARING CAPACITY. COMPACTION TESTING IS BY THE GEOTECHNICAL TESTING COMPANY DESIGNATED FOR THE PROJECT. SCHEDULING AND COORDINATION IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR. REPORTS OF ALL TESTING ARE TO BE PROMPTLY DELIVERED OR FAXED TO THE UNITI PROJECT MANAGER.
2. MATERIALS
- 2.1

CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.
- 2.2

CONCRETE SHALL HAVE A SLUMP BETWEEN 3" AND 6".
- 2.3

REINFORCING BARS SHALL CONFORM TO THE LATEST REVISION OF ASTM-A615 GRADE 60 SPECIFICATIONS AND BE DETAILED IN ACCORDANCE WITH THE LATEST REVISION TO ACI-318.
- 2.4

TEST CYLINDERS SHALL BE MOLDED AND LABORATORY CURED IN ACCORDANCE WITH ASTM C31. THREE CYLINDERS SHALL BE TAKEN FOR EACH DAY'S CONCRETE PLACEMENT. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH THE LATEST REVISION TO ASTM C39.
- 2.5

CHAMFER ALL EXPOSED EXTERNAL CORNERS OF CONCRETE WITH 3/4" x 45° CHAMFER, UNLESS OTHERWISE NOTED.
- 2.6

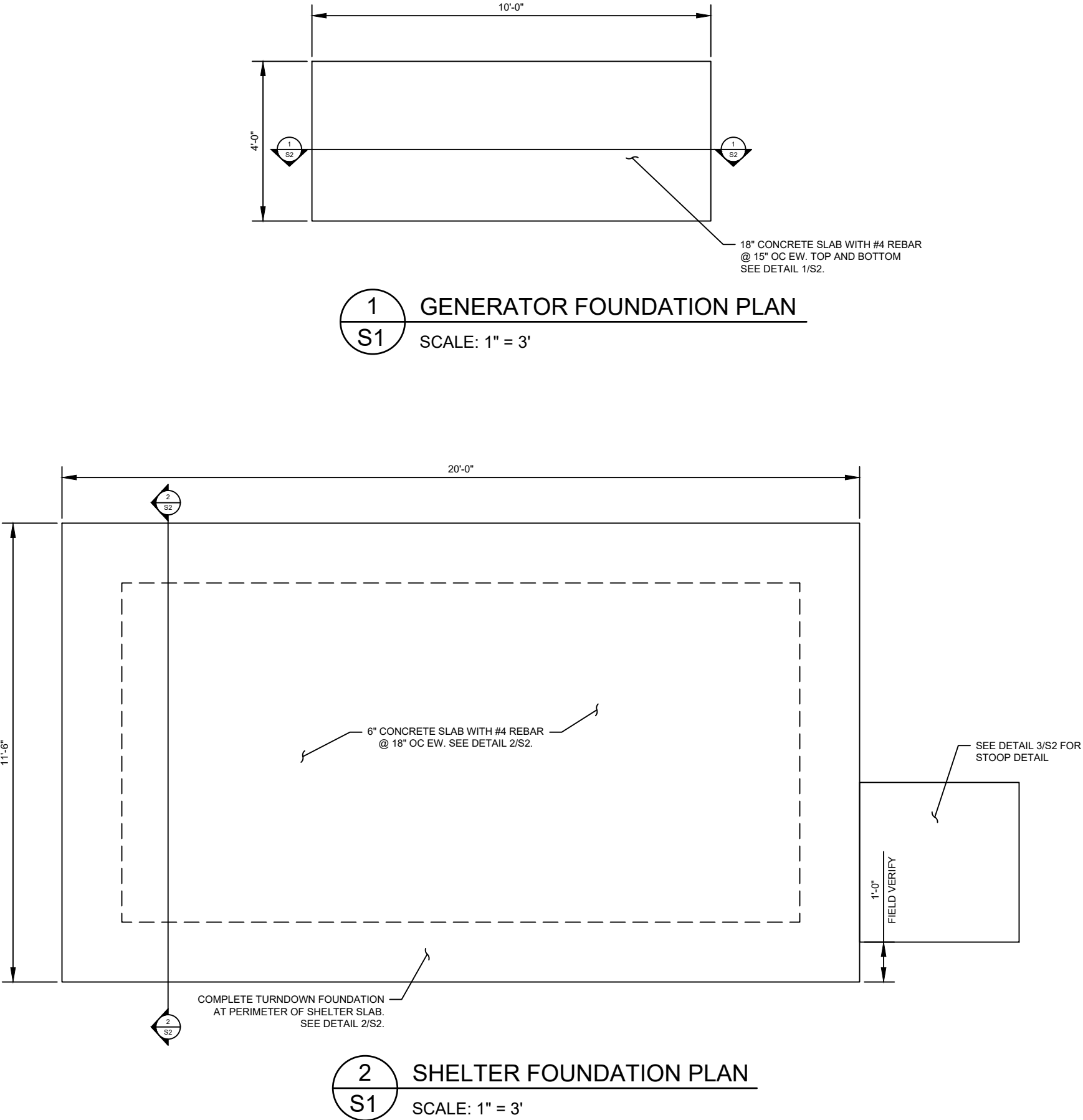
CONCRETE FORMWORK IS TO BE STRIPPED WITHIN 48 HOURS. VIBRATION OF THE CONCRETE MUST ASSURE THAT HONEYCOMBING WILL BE AT A MINIMUM. MECHANICAL VIBRATION OF ALL CONCRETE IS REQUIRED UNLESS OTHERWISE DIRECTED BY VERIZON WIRELESS' PROJECT MANAGER. ABOVE GRADE CONCRETE IS TO BE RUBBED AND PATCHED TO ASSURE SMOOTH FINISH AT TIME OF FORMS REMOVAL. CONTRACTOR SHALL PROVIDE A BROOM FINISH ON THE TOP SURFACE OF THE EQUIPMENT FOUNDATION.
- 2.7

CONCRETE REINFORCEMENT SHALL HAVE THE FOLLOWING PROTECTIVE COVER:

• CONCRETE PLACED AGAINST EARTH OR GROUND....3"

• ALL OTHER LOCATIONS....2"
3. TOLERANCES
- 3.1

TOPS OF CONCRETE FOUNDATION MUST BE WITHIN 0.02' OF ELEVATION REQUIRED.



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

REV:____DATE:____ISSUED FOR:____BY:____

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KHA PROJECT NUMBER:

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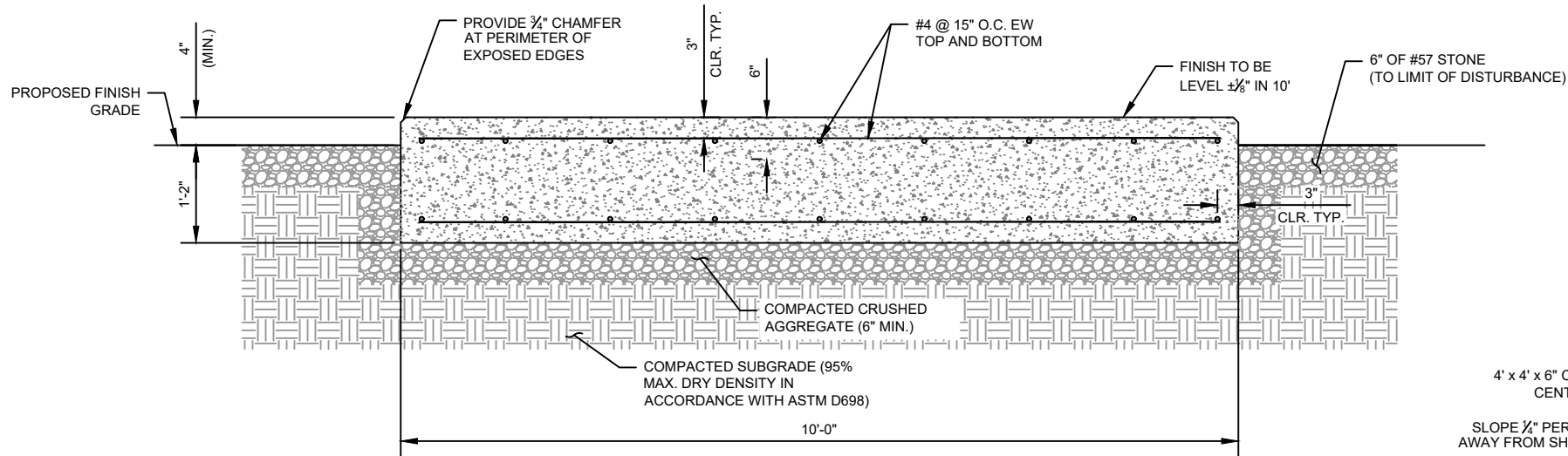
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FOUNDATION PLAN

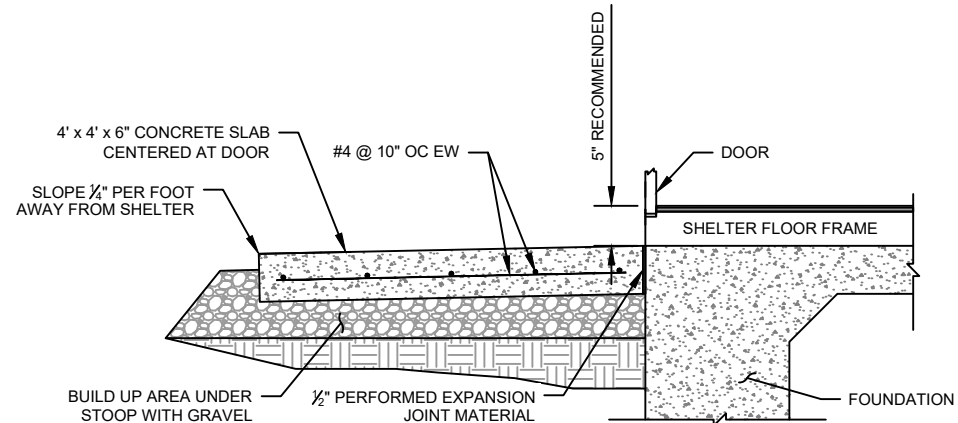
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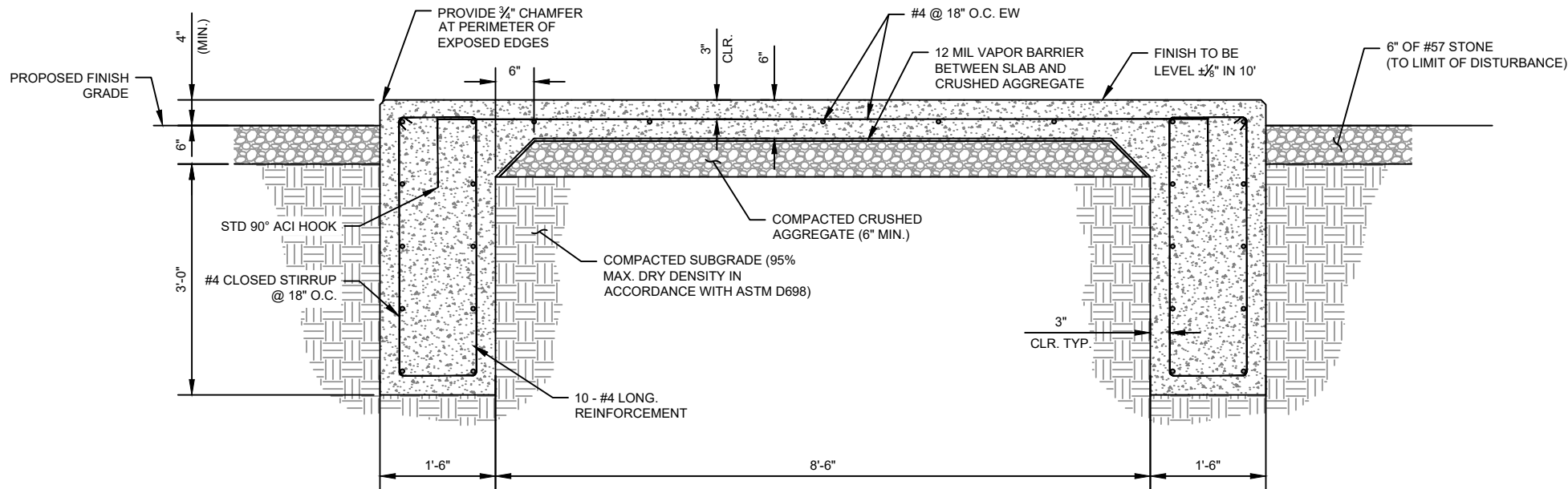
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1
S2
GENERATOR FOUNDATION DETAIL
SCALE: 1" = 2'



3
S2
STOOP DETAIL
SCALE: 1" = 2'



2
S2
SHELTER FOUNDATION DETAIL
SCALE: 1" = 2'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

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PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

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TRN

SHEET TITLE:

FOUNDATION
DETAILS

SHEET NUMBER:

S2

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ELECTRICAL NOTES

1.00 CODES, STANDARDS, & SPECIFICATIONS

- 1.01

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND LABOR RELATED DIRECTLY OR INDIRECTLY TO ALL ELECTRICAL WORK DOCUMENTED IN THESE DRAWINGS SHALL BE PROVIDED AND PERFORMED IN CONFORMANCE WITH ALL CURRENT GOVERNING CODES, STANDARDS, AND PROFESSIONAL STANDARD OF CARE TO INCLUDE THE AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM), UNDERWRITERS LABORATORY (UL), NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA), AMERICAN STANDARDS ASSOCIATION (ASA), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA), AND THE NATIONAL ELECTRICAL CODE (NEC).
- 1.02

MATERIALS SHALL BE NEW AND SHALL CONFORM TO ALL APPLICABLE CURRENT GOVERNING STANDARDS ESTABLISHED FOR EACH ITEM BY ASTM, UL, NEMA, ASA, AND NFPA.
- 1.03

ALL ELECTRICAL WORK SHALL COMPLY WITH ALL APPLICABLE STATE, COUNTY, AND MUNICIPAL CODES AND ORDINANCES, AS WELL AS ALL CURRENT GOVERNING STANDARDS AND PRACTICES AS REQUIRED BY NEC, NEMA, ANSI, NFPA, UBC, UL, IEEE, AND THE LOCAL UTILITY COMPANY.
- 1.04

ALL ELECTRICAL GROUNDING SHALL COMPLY WITH THE CURRENT EDITION OF THE NEC.
- 1.05

CONTRACTOR SHALL MAINTAIN UL LISTED FIRE RATINGS AT ALL WALL PENETRATIONS.
- 1.06

CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE OF 36" IN FRONT OF ALL ELECTRICAL EQUIPMENT AS REQUIRED BY NEC. MINIMUM CLEARANCE SHALL BE OBSERVED FOR BOTH THE FRONT AND THE REAR OF THE METER H-FRAME RACK AND THE EQUIPMENT H-FRAME RACK.

2.00 GENERAL

- 2.01

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND ASSOCIATED FEES RELATED TO THE PROJECT AND SHALL DELIVER A COPY OF ALL PERMITS TO THE VERIZON REPRESENTATIVE.
- 2.02

CONTRACTOR SHALL SCHEDULE AND SHOULD ATTEND ALL INSPECTIONS REQUIRED BY THE JURISDICTION HAVING AUTHORITY.
- 2.03

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, TOOLS, ACCESSORIES, ETC., FOR A COMPLETE WORKING ELECTRICAL INSTALLATION.
- 2.04

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY THE ENGINEER.
- 2.05

CONTRACTOR SHALL PROTECT ADJACENT EQUIPMENT AND FINISHES FROM DAMAGE AND SHALL REPAIR TO ORIGINAL CONDITION ANY ITEMS DAMAGED AS A RESULT OF THE WORK.
- 2.06

CONTRACTOR SHALL REPAIR ANY LANDSCAPING DISTURBED DURING CONSTRUCTION.
- 2.07

IF CONDUIT RUNS HAVE MORE THAN THREE (3) CONSECUTIVE 90 DEGREE TURNS, THE CONTRACTOR SHALL INSTALL PULL BOXES AS REQUIRED BY NEC.
- 2.08

CONTRACTOR SHALL INDICATE THE LOCATION OF ALL CAPPED UNDERGROUND SPARE CONDUIT ON THE RECORD DRAWINGS SUBMITTED TO THE OWNER.
- 2.09

CONTRACTOR SHALL COORDINATE EXACT ROUTING OF CONDUIT WITH OWNER. ALL CONDUIT SHALL BE ROUTED WITHIN 3 FEET, EITHER SIDE, OF PERIMETER FENCING.

3.00 MATERIALS

- 3.01

ALL EQUIPMENT AND MATERIALS SHOWN SHALL BE CONSIDERED NEW UNLESS SPECIFICALLY NOTED OTHERWISE ON THE DRAWINGS.
- 3.02

FINAL CONNECTIONS OF EQUIPMENT SHALL BE PER MANUFACTURER'S APPROVED WIRING DIAGRAMS, DETAILS, AND INSTRUCTIONS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE MATERIALS AND EQUIPMENT COMPATIBLE WITH EQUIPMENT SUPPLIED BY VERIZON.
- 3.03

CONTRACTOR SHALL PROVIDE AN UPDATED PANELBOARD DIRECTORY FOR THE PANEL FROM WHICH THE NEW UNITI EQUIPMENT CIRCUIT WILL BE CONNECTED. CONTRACTOR SHALL SUBMIT UPDATED DIRECTORY IN A PLASTIC COVER TO THE BUILDING OWNER FOR APPROVAL PRIOR TO INSTALLATION.
- 3.04

CONTRACTOR SHALL FIELD DETERMINE ACTUAL CONDUIT ROUTING AND SHALL OBTAIN APPROVAL FROM THE COMPOUND OWNER OF THE PROPOSED ROUTING PRIOR TO CONDUIT INSTALLATION.
- 3.05

ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION AND ALL TERMINATIONS SHALL BE RATED FOR AT LEAST 75 DEGREES CELSIUS.
- 3.06

ALL NEUTRAL CONDUCTORS SHALL HAVE WHITE INSULATION. ALL GROUND CONDUCTORS SHALL HAVE GREEN INSULATION. COLOR TAPE IDENTIFICATION OF THESE CONDUCTORS IS NOT PERMITTED.
- 3.07

CONTRACTOR SHALL SEAL ALL CONDUITS ENTERING AN ENCLOSURE WITH CONDUIT SEALANT THAT IS COMPATIBLE WITH THE INSULATION OF THE CONDUCTORS IN THE CONDUIT.
- 3.08

CONDUIT RUNS SHALL HAVE A CONTINUOUS DOWNWARD SLOPE AWAY FROM ALL EQUIPMENT TO PREVENT WATER INFILTRATION.
- 3.09

ALL CONDUIT SHALL BE SCHEDULE 40 PVC UNLESS NOTED OTHERWISE ON THE PLANS. WHEN CONDUIT IS ROUTED UNDER A ROADWAY, SCHEDULE 80 PVC CONDUIT SHALL BE UTILIZED. MANUFACTURED BEND RADII SHALL BE PER NEC.
- 3.10

CONTRACTOR SHALL PROVIDE TWO (2) 200 POUND TEST POLYETHYLENE PULL CORDS IN ALL CONDUITS AND ALL INNERDUCTS. PULL CORDS SHALL BE SECURED AT EACH END OF CONDUIT RUNS. ALL SPARE CONDUIT ENDS SHALL BE CAPPED WITH MANUFACTURED PVC FITTINGS.
- 3.11

CONTRACTOR SHALL BOND EACH METALLIC CONDUIT ENTERING A METALLIC ENCLOSURE WITH A #8 MIN AWG INSULATED COPPER BONDING JUMPER PER NEC. CONTRACTOR SHALL BOND ALL ELECTRICAL EQUIPMENT TO THE H-FRAME RACK ON WHICH EQUIPMENT IS MOUNTED WITH #8 MIN AWG INSULATED COPPER BONDING JUMPERS PER NEC.
- 3.12

CONTRACTOR SHALL IDENTIFY THE END OF ALL SPARE UNDERGROUND CONDUITS AND PROVIDE AND INSTALL 90 DEGREE ELBOWS WITH VERTICAL CONDUIT EXTENSIONS TO EXTEND 3" ABOVE FINISHED CRUSHED AGGREGATE GRADE. CONTRACTOR SHALL TERMINATE CONDUITS WITH MANUFACTURED CONDUIT CAPS THAT THE CONTRACTOR HAS PAINTED ORANGE.
- 3.13

CONTRACTOR SHALL PROVIDE AND INSTALL AN ENGRAVED PHENOLIC PLATE ON THE FRONT OF THE INTEGRATED LOAD CENTER. THE WORDING ON THE PLATE SHALL READ AS FOLLOWS: "MAXIMUM DRAW OF ALL RECTIFIERS AND EQUIPMENT ON THE LOAD CENTER CANNOT EXCEED 30kW. IF ADDITIONAL POWER IS REQUIRED, THE EXISTING 30kW GENERATOR MUST BE REPLACED."

4.00 PRE-CONSTRUCTION COORDINATION

- 4.01

CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID AND NOTE EXISTING CONDITIONS THAT MIGHT AFFECT THEIR WORK. ALL SUCH CONDITIONS SHALL BE REPORTED TO THE ENGINEER PRIOR TO BID.
- 4.02

THE CONTRACTOR SHALL PROVIDE A UTILITY LOCATOR AND SHALL VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 4.03

CONTRACTOR SHALL VERIFY, PRIOR TO ROUGH-IN, THAT SITE CONDITIONS ALLOW FOR THE PLACEMENT OF THE ELECTRICAL EQUIPMENT AS SHOWN ON THE PLANS.
- 4.04

CONTRACTOR SHALL COORDINATE WITH LOCAL ELECTRICAL UTILITY REGARDING THE EXACT LOCATION OF THE TRANSFORMER, ALL METERING REQUIREMENTS, AND CONDUIT ROUTING BETWEEN TRANSFORMER AND METER.
- 4.05

CONTRACTOR SHALL COORDINATE WITH LOCAL TELCO UTILITY REGARDING THE EXACT LOCATION OF THE TELCO SERVICE ENTRY POINT.
- 4.06

CONTRACTOR SHALL COORDINATE WITH AUTHORITY HAVING JURISDICTION REGARDING LOCAL FROST LINE REQUIREMENTS FOR RACEWAY MATERIAL SELECTION AND INSTALLATION.
- 4.07

CONTRACTOR SHALL PERFORM AN ARC FLASH ANALYSIS AT THE INTEGRATED LOAD CENTER AND PROVIDE ARC FLASH LABEL PER NEC.
- 4.08

ALL CIRCUIT BREAKERS AND EQUIPMENT SHALL HAVE A MINIMUM AIC RATING OF 10,000 AMPS. IF THE RATING OF THE UTILITY TRANSFORMER PROVIDING THE ELECTRICAL SERVICE IS GREATER THAN 75 kVA, THE CONTRACTOR SHALL PERFORM A SHORT CIRCUIT ANALYSIS TO DETERMINE THE REQUIRED AIC RATING FOR THE CIRCUIT BREAKERS AND EQUIPMENT. PRIOR TO PURCHASING EQUIPMENT, THE CONTRACTOR SHALL CONTACT THE ELECTRIC UTILITY AND OBTAIN IN WRITING THE MAXIMUM AVAILABLE FAULT CURRENT (AFC) AT THE UTILITY SERVICE POINT. PROVIDE MAX. AFC SIGNAGE AS REQUIRED PER NEC 110.24. THE CONTRACTOR SHALL ENSURE ALL ELECTRICAL EQUIPMENT, CIRCUIT BREAKERS, DISCONNECTS, FUSES, AND PANELBOARDS HAVE A FAULT CURRENT INTERRUPTING RATING GREATER THAN THE AVAILABLE FAULT CURRENT.



PROJECT INFORMATION:

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WATERLOO
SITE No.: N/A

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BLACK HAWK COUNTY

PLANS PREPARED BY:



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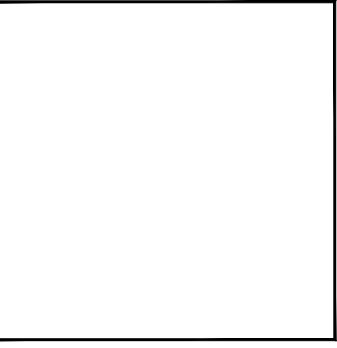
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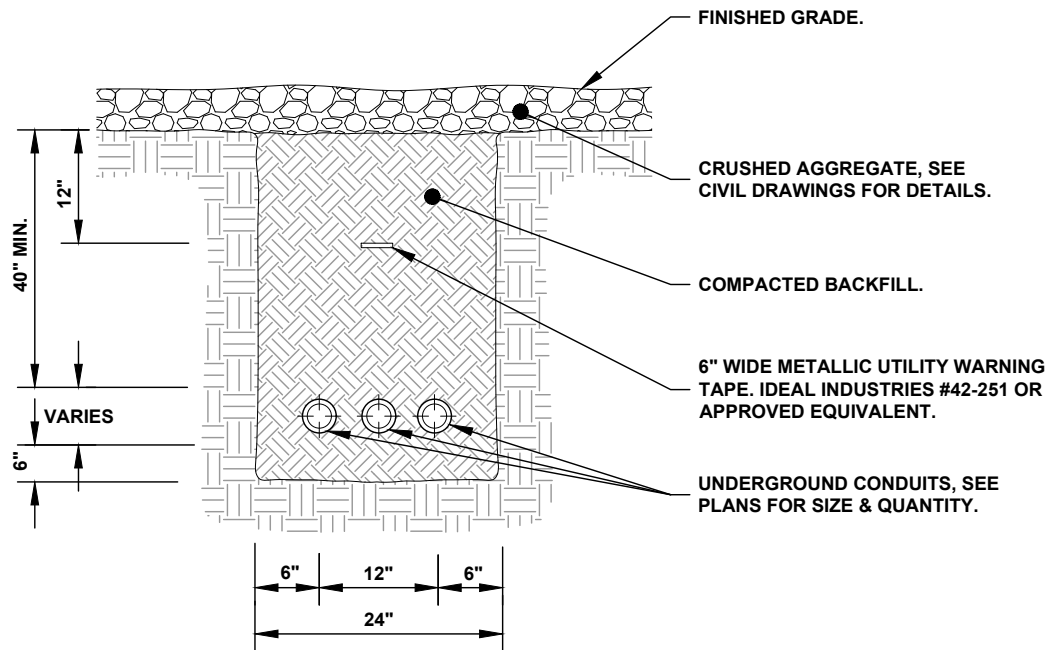
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ELECTRICAL
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SHEET NUMBER:

E1

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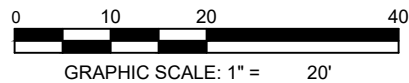
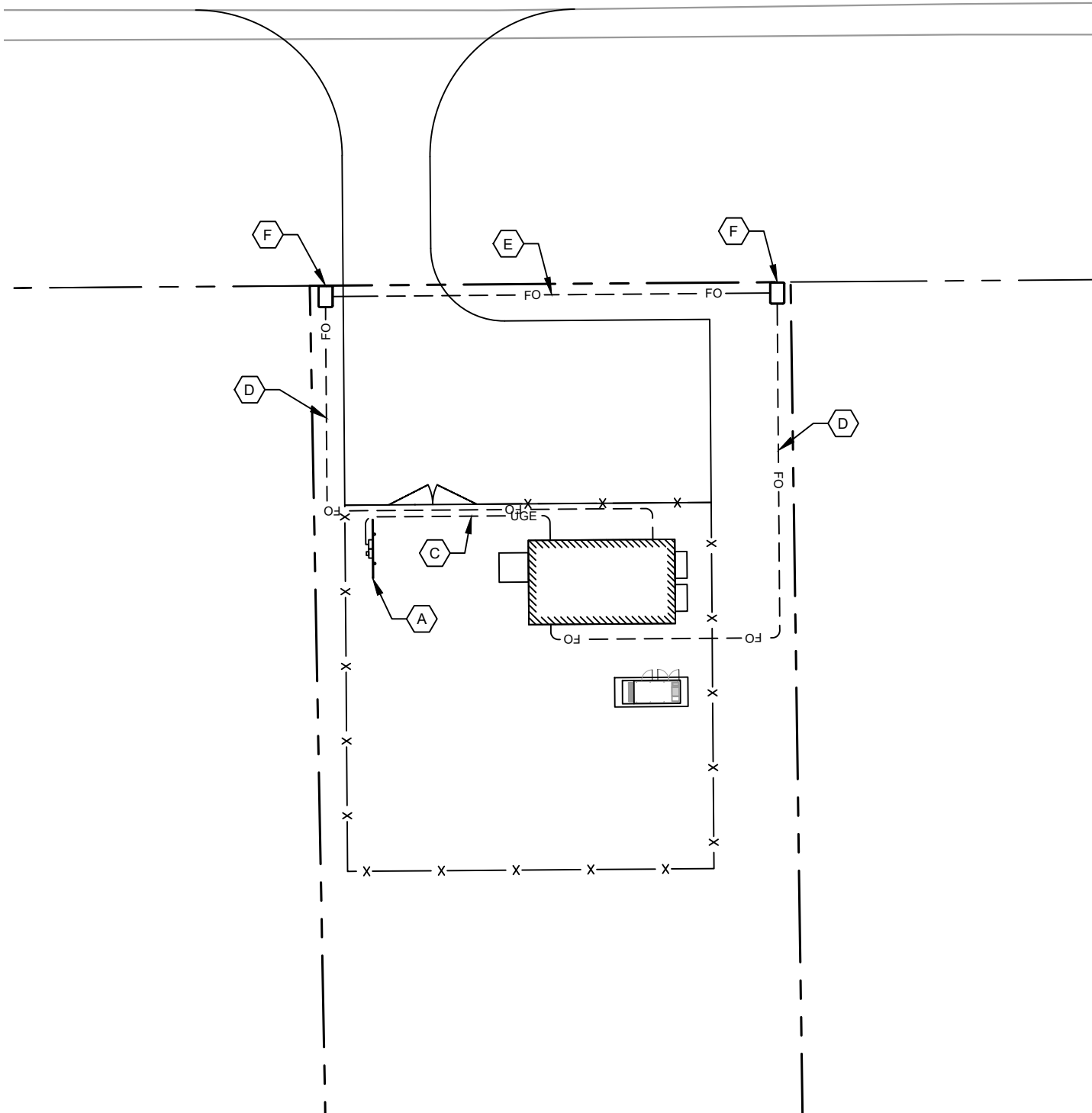
- NOTES:
1. IF GROUND SURFACE IS OTHER THAN NEWLY GRAVELED AREA. CONTRACTOR IS TO RESTORE TO ORIGINAL CONDITION.
 2. PROVIDE PVC CONDUIT BELOW GRADE EXCEPT AS NOTED BELOW.
 3. PROVIDE METALLIC CONDUIT & ELBOWS AT STUB UP LOCATIONS (I.E. POLES, EQUIPMENT, ETC.)
 4. PROVIDE SCHEDULE 80 PVC CONDUIT BELOW PARKING LOTS AND ROADWAYS.

2
E2 TYPICAL TRENCH DETAIL
NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & EQUIPMENT

- A** UTILITY METER H-FRAME (SEE DETAIL 1/E3)
- B** TWO (2) 2" PVC POWER CONDUITS FOR INCOMING SERVICE LATERALS FROM LOCAL UTILITY (TBD± LF) (SEE TRENCH DETAIL 2/E2)
- C** ONE (1) 2" PVC POWER CONDUIT FROM PROPOSED METER RACK TO SHELTER (32± LF) (SEE TRENCH DETAIL 2/E2)
- D** TWO (2) 3/4" PVC FIBER CONDUITS FROM PROPOSED SHELTER TO HANDHOLE AT RIGHT OF WAY (154± LF) (SEE TRENCH DETAIL 2/E2)
- E** ONE (1) 4" PVC FIBER CONDUIT TO CONNECT HAND HOLES (60± LF) (SEE TRENCH DETAIL 2/E2)
- F** TRAFFIC RATED HAND HOLE. PROVIDE TRAFFIC RATED HAND HOLE AT SPACING NO MORE THAN 400' OR AFTER THREE (3) 90° BENDS

1
E2 UTILITY ROUTING PLAN
SCALE: 1" = 20'



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

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11720 AMBER PARK DRIVE, SUITE 600
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PHONE: 770-619-4280
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PLANS PREPARED FOR:

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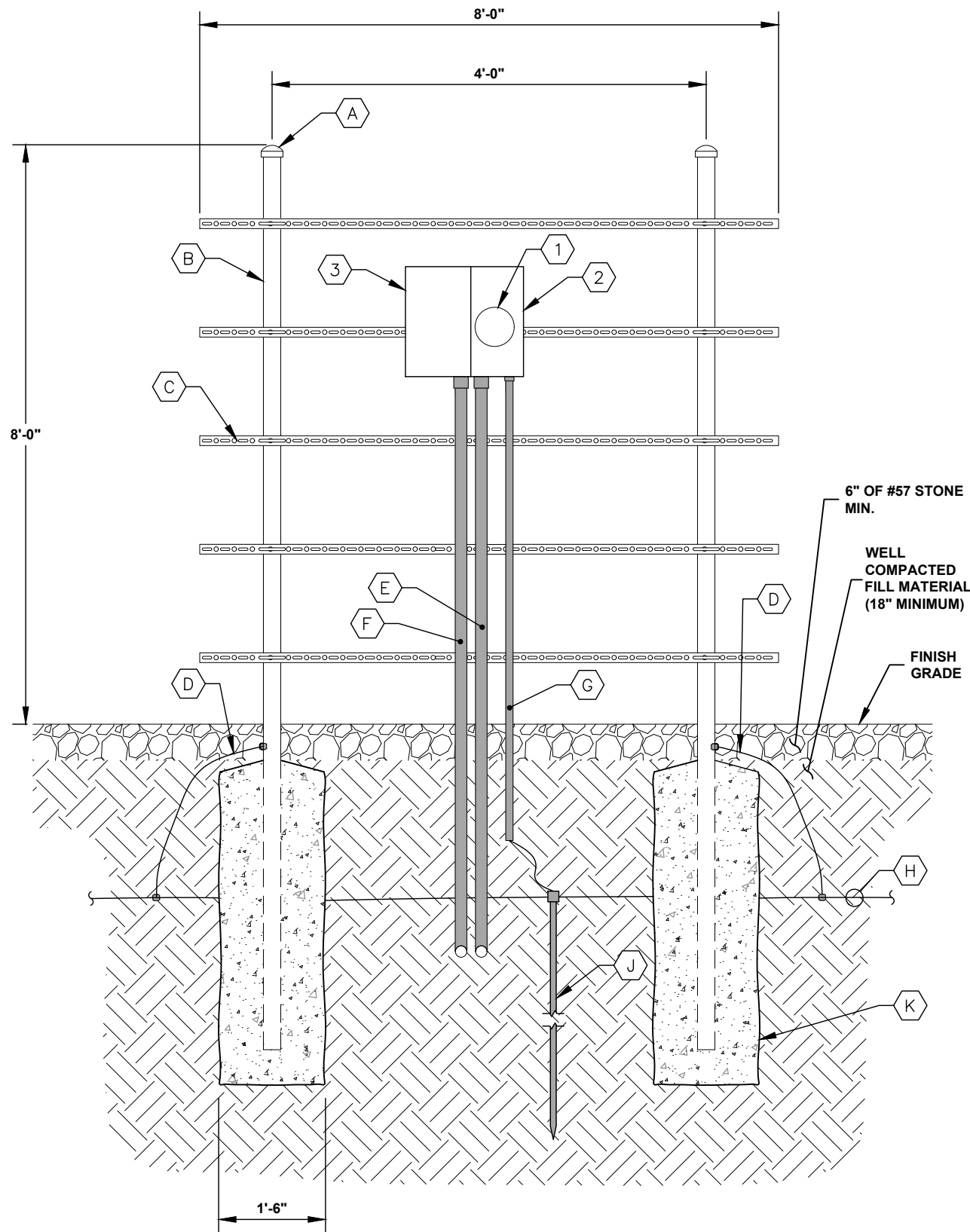
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UTILITY ROUTING
PLAN

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1 METER RACK DETAILS
E3 NOT TO SCALE

KEY NOTES - CONDUIT, CONDUCTORS, & MISC

- (A) GALVANIZED RIGID STEEL CAP, TYPICAL.
- (B) 3" GALVANIZED RIGID STEEL PIPE, TYPICAL.
- (C) 1½" x 1½" GALVANIZED STEEL CHANNEL (UNISTRUT #P1000 OR APPROVED EQUIVALENT) WITH PLASTIC END CAP (UNISTRUT #P2860), TYPICAL.
- (D) ONE (1) #2 AWG BARE SOLID TINNED COPPER BONDING CONDUCTORS (BC) FROM H-FRAME VERTICAL PIPE TO GROUND RING, EXOTHERMIC WELD BOTH ENDS.
- (E) 2" PVC CONDUIT, ROUTED BY UTILITY, TO NEW 200A, 1-GANG METER CENTER FOR NEW SINGLE PHASE, 120/240V SERVICE.
- (F) 2" PVC CONDUIT WITH THREE (3) 3/0 AWG AND ONE (1) #4 AWG GREEN INSULATED GROUND CONDUCTOR FOR ROUTING POWER TO PANEL LOCATED IN PROPOSED SHELTER.
- (G) ¾" PVC CONDUIT WITH ONE (1) - #2 AWG BARE STRANDED TINNED COPPER GROUNDING ELECTRODE CONDUCTOR (GEC) FROM GROUNDING LUG TO GROUND ROD, EXOTHERMIC WELD GEC TO GROUND ROD.
- (H) GROUND RING (SEE DETAIL 1/E5).
- (J) GROUND ROD, EXOTHERMIC WELD TO GROUND RING. (SEE DETAIL 1/E5 & 2/E6).
- (K) CONCRETE FOUNDATION FOR H-FRAME VERTICAL PIPE. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4,000 PSI. AND INCLUDE FIBERMESH 300-3E.

KEY NOTES - ELECTRICAL EQUIPMENT

- (1) 200 AMP METER SOCKET IN NEMA 3R ENCLOSURE.
- (2) 200 AMP, 22KAIC, SINGLE GANG, SERVICE ENTRANCE RATED METER MAIN IN NEMA 3R ENCLOSURE. BOND TO RACK PER NEC.
- (3) 200 AMP, 2 POLE (22KAIC) DISCONNECT CIRCUIT BREAKER. CONTRACTOR SHALL MOUNT THE METER CENTER SUCH THAT THE CIRCUIT BREAKER IS NO MORE THAN 6' ABOVE GRADE.



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WATERLOO
SITE No.: N/A

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BLACK HAWK COUNTY

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SHEET TITLE:

METER RACK
PROFILE

SHEET NUMBER:

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GROUNDING NOTES

1. THE GROUND RING SHALL CONSIST OF #2 AWG BARE SOLID TINNED COPPER (STC) CONDUCTOR, UNLESS NOTED OTHERWISE, BURIED AT 36" BELOW FINISHED GRADE (OR BELOW FROST LINE). LOCATE 24" MINIMUM AND 36" MAXIMUM FROM EQUIPMENT AREA AND FROM TOWER FOUNDATION. ALL CONNECTIONS SHALL BE MADE USING A PARALLEL TYPE EXOTHERMIC WELD, UNLESS NOTED OTHERWISE.
2. INSTALL GROUND RODS AS SHOWN AND AS REQUIRED. GROUND RODS TO BE COPPER CLAD STEEL, 5/8" DIAMETER AND 10FT IN LENGTH. SPACING BETWEEN GROUND RODS SHALL BE 10FT MINIMUM AND 15FT MAXIMUM. TOP OF GROUND ROD TO BE 36" MINIMUM BELOW GRADE (OR BELOW FROST LINE). BOND TOP OF GROUND ROD TO GROUND WIRE WITH EXOTHERMIC WELD. DO NOT EXOTHERMICALLY WELD ANYTHING TO GROUND ROD EXCEPT GROUND WIRE WHICH PASSES OVER TOP OF GROUND ROD (CLAMPED CONNECTIONS TO GROUND ROD PER TOWER MANUFACTURERS DETAILS ARE ACCEPTABLE).
3. COMPOUND GROUND RING SHALL HAVE A MINIMUM OF 4 GROUND RODS, INSTALLED AT THE CORNERS OF THE GROUND RING PLUS ADDITIONAL RODS AS REQUIRED TO COMPLY WITH THE SPACING REQUIREMENTS. TOWER GROUND RING SHALL HAVE A MINIMUM OF 3 GROUND RODS, EXCEPT USE 4 RODS AT A MONOPOLE TOWER. WHERE SPREAD TOWER FOOTING WOULD PREVENT GROUND RODS FROM BEING DRIVEN INTO SOIL ADJACENT TO TOWER, PROVIDE VERTICAL 1" DIAMETER PVC SLEEVES EMBEDDED IN FOOTING TO ALLOW INSTALLATION OF GROUND RODS.
4. MINIMUM BEND RADIUS FOR #2 AWG GROUND WIRE IS 12", EXCEPT USE 24" FOR COMPOUND GROUND RING.
5. GROUND ALL EXTERIOR EXPOSED METAL OBJECTS. USE TWO HOLE LUGS FOR CONNECTION TO FLAT METAL SURFACES. USE ONLY STAINLESS STEEL HARDWARE ON ALL MECHANICAL CONNECTIONS. CLEAN ALL SURFACES (AND STRIP PAINTED SURFACES) TO BARE BRIGHT METAL PRIOR TO MAKING GROUND CONNECTIONS. APPLY ANTI-OXIDE COMPOUND TO ALL CONNECTIONS. APPLY ZINC RICH PAINT (COLD GALV.) TO ALL EXOTHERMIC WELDS, AND TO ANY METAL EXPOSED BY CLEANING, STRIPPING, GRINDING, CUTTING OR DRILLING.
6. ALL GROUNDING CONDUCTORS ABOVE GRADE SHALL BE RUN IN 3/4" FLEXIBLE PVC CONDUIT. CONDUIT SHALL BEGIN WITHIN 3/4" OF ABOVE GROUND CONNECTION POINT, SHALL EXTEND 24" BELOW GRADE MINIMUM, AND SHALL BE FILLED WITH SEALANT AT ABOVE GROUND CONNECTION POINT. SECURE CONDUIT EVERY 24" ON VERTICAL RUNS AND EVERY 36" ELSEWHERE WITH NON-METALLIC TIES.
7. BOND GENERATOR TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
8. PROVIDE TWO GROUND RODS OUTSIDE GATES OF COMPOUND. DISTANCE BETWEEN GROUND RODS SHALL MATCH WIDTH OF GATE OPENING, AND DISTANCE FROM FENCE SHALL MATCH LENGTH OF LONGEST INDIVIDUAL GATE LEAF. BOND GATE POSTS TOGETHER WITH #2 STC LEAD WHICH RUNS PAST AND CONNECTS TO GROUND RODS OUTSIDE GATES.
9. BOND EACH GATE POST WITH #2 STC TO NEAREST PORTION OF GROUNDING SYSTEM INSIDE COMPOUND.
10. BOND EACH GATE TO GATE POST WITH FLEXIBLE INSULATED OR BRAIDED #4/0 COPPER STRAP. EXOTHERMICALLY WELD STRAP TO BOTH GATE AND GATE POSTS.
11. ANY METAL FENCE POST WITHIN 6FT OF A GROUNDED METAL OBJECT SHALL BE BONDED TO THE NEAREST GROUND RING. ANY METAL FENCE WITHIN 6FT OF A GROUND RING SHALL HAVE THE LINE POSTS BONDED TO THE GROUND RING AT 20FT MAXIMUM INTERVALS AS MEASURED ALONG THE LENGTH OF THE FENCE.
12. BOND H-FRAME POST OR DEDICATED GROUNDING POST TO BURIED GROUNDING SYSTEM WITH #2 STC LEAD EXOTHERMICALLY WELDED TO POST BELOW TOP OF GRAVEL AND EXOTHERMICALLY WELDED TO GROUND RING. EACH POST TO HAVE SEPARATE GROUND LEAD DIRECTLY TO GROUND RING - DO NOT DAISY CHAIN POSTS TOGETHER.
13. BOND SHELTER TO GROUND RING WITH #2 STC AT TWO DIAGONALLY OPPOSITE LOCATIONS BY DRILLING AND BOLTING TWO HOLE LUG TO FINS ON GENERATOR BASE STRUCTURE. GROUND LEADS SHOULD TAKE SHORTEST PATH ACROSS CONCRETE PAD TO GRAVEL AREA, THEN CONTINUE TO GROUND RING.
14. NOTIFY UNITI CONSTRUCTION MANAGER TO INSPECT GROUND RING BEFORE BACKFILLING. CONTRACTOR SHALL HIRE A 3RD PARTY TO PERFORM AN IEEE81 FALL OF POTENTIAL METHOD GROUND TEST. MAXIMUM ALLOWABLE RESISTANCE TO GROUND IS 5 OHMS. PROVIDE ADDITIONAL GROUND SYSTEM COMPONENTS AS REQUIRED TO ACHIEVE THIS VALUE.
15. REFER TO COMPOUND GROUNDING DIAGRAM AND NOTES FOR GROUND SYSTEM REQUIREMENTS ON THE TOWER.
16. GROUNDING OF ALL ELECTRICAL EQUIPMENT SHALL BE AS PER NEC, MUNICIPAL AND UTILITY COMPANY REQUIREMENTS.



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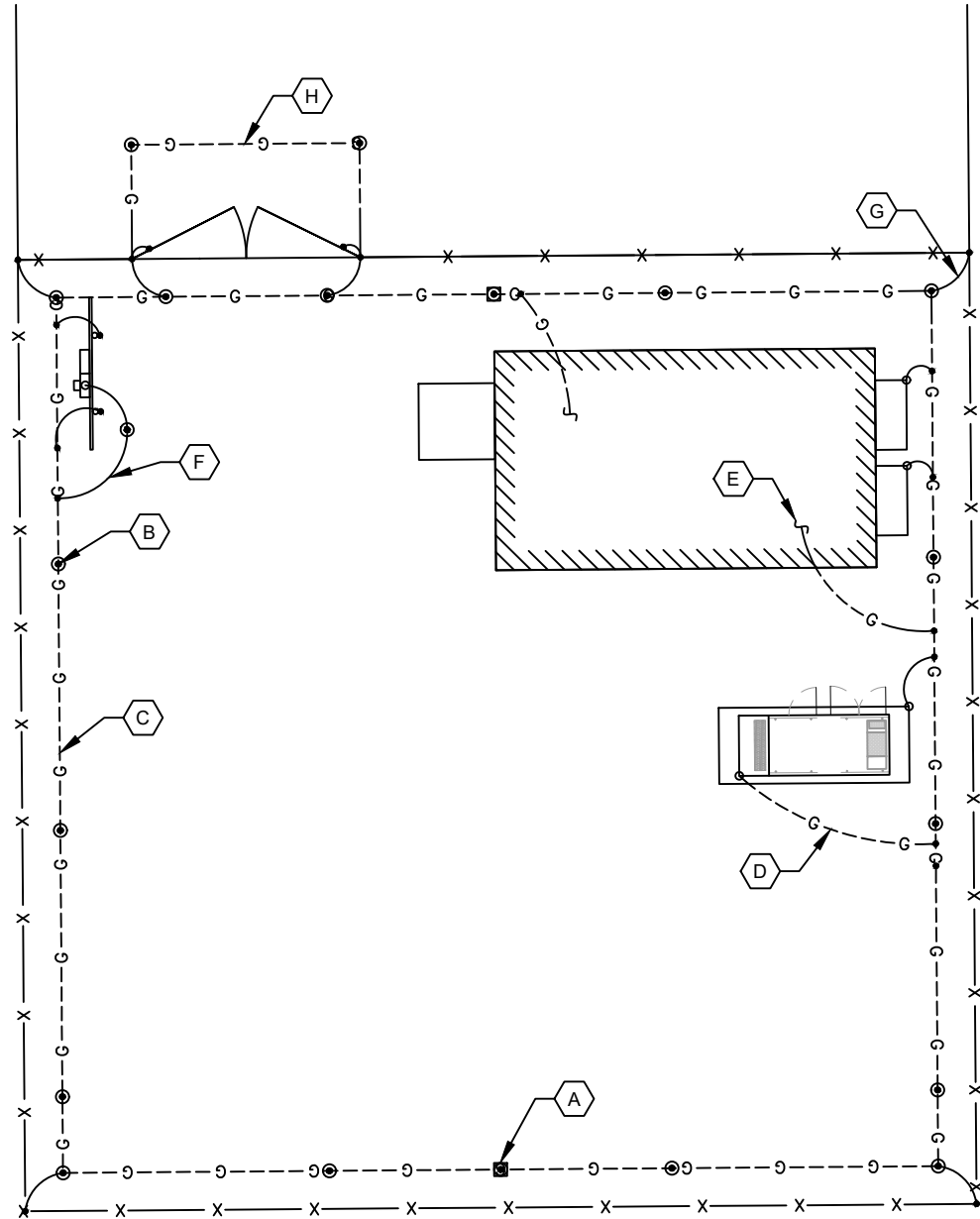
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**GROUNDING
NOTES**

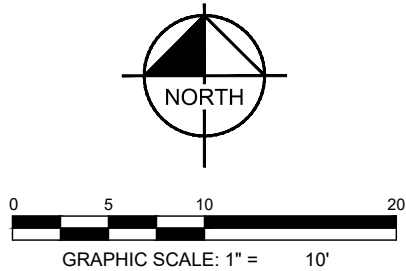
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E5
GROUNDING PLAN
SCALE: 1" = 10'



KEY NOTES - GROUNDING EQUIPMENT

- A GROUND ROD TEST WELL (SEE DETAIL 1/E6).
- B GROUND ROD, TYPICAL (SEE DETAIL 2/E6 AND NOTE 2 E4).
- C COMPOUND GROUND RING (SEE NOTES 1, 3, AND 4 ON E4).
- D GENERATOR GROUNDING, TYPICAL (SEE NOTE 7 ON E4).
- E SHELTER GROUNDING, TYPICAL (SEE NOTE 13 ON E4).
- F UTILITY H-FRAME GROUNDING, TYPICAL. (SEE NOTE 12 ON E4).
- G FENCE POST GROUNDING, TYPICAL (SEE NOTE 11 ON E4).
- H GATE GROUNDING, TYPICAL (SEE NOTES 8, 9, AND 11 ON E4).

LEGEND:

- G --- G --- GROUND RING
- G --- G --- GROUND ROD EXOTHERMICALLY WELDED TO GROUND RING
- EXOTHERMIC WELD
- ⊙ GROUND ROD TEST WELL (SEE DETAIL 1/E6)
- ~ MECHANICAL CONNECTION



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

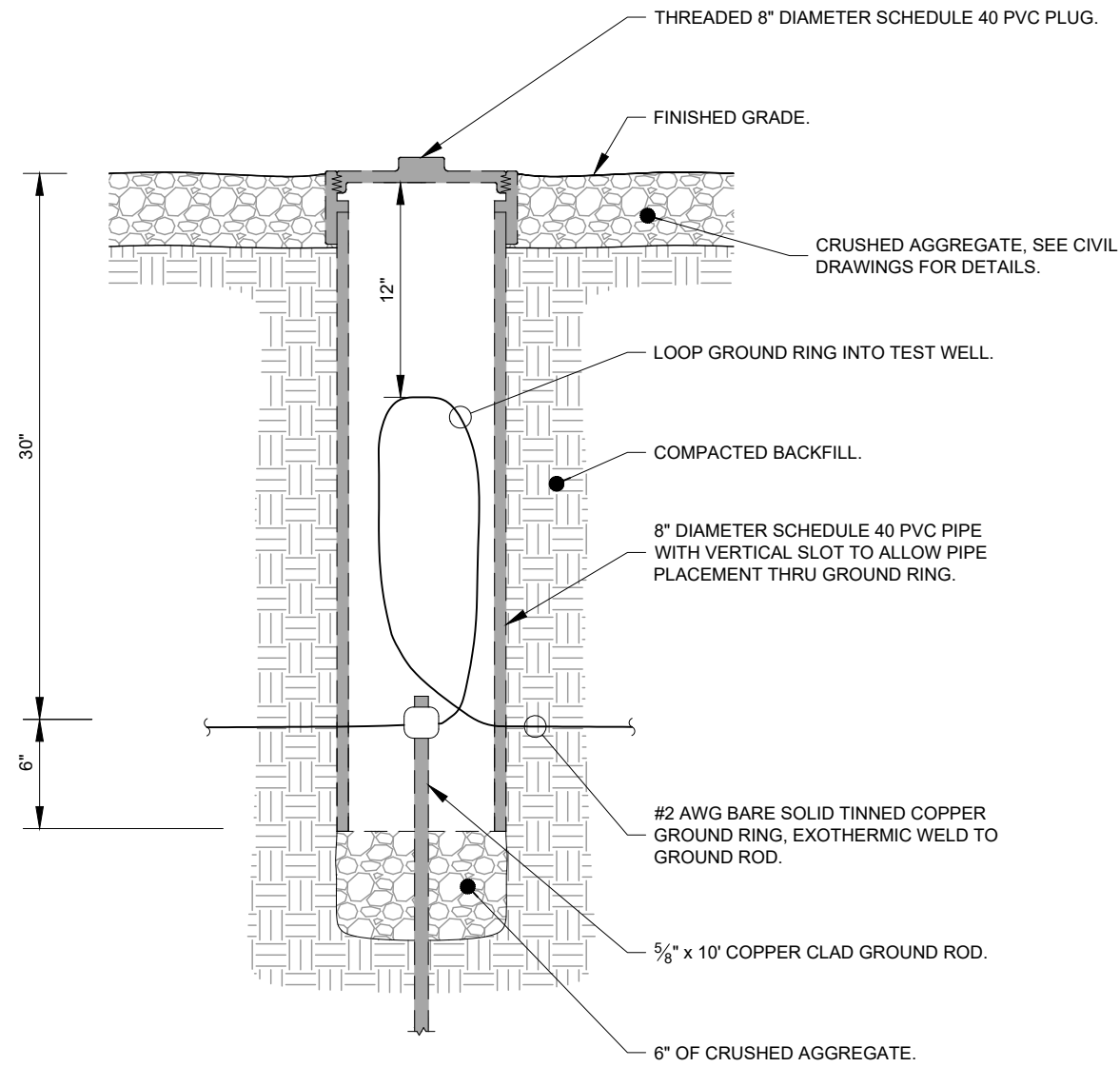
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GROUNDING PLAN

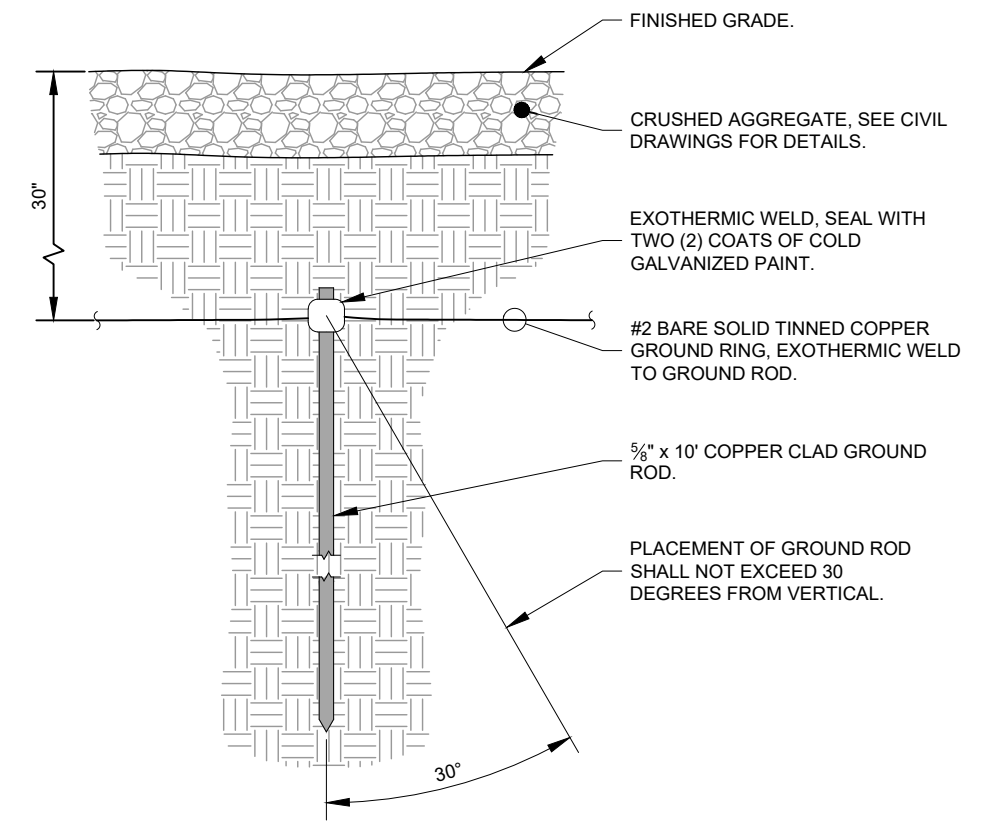
SHEET NUMBER:

E5

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1 GROUND ROD TEST WELL DETAIL
E6 NOT TO SCALE



2 GROUND ROD INSTALLATION DETAIL
E6 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:



11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:



REV: DATE: ISSUED FOR: BY:

6			
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3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
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A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

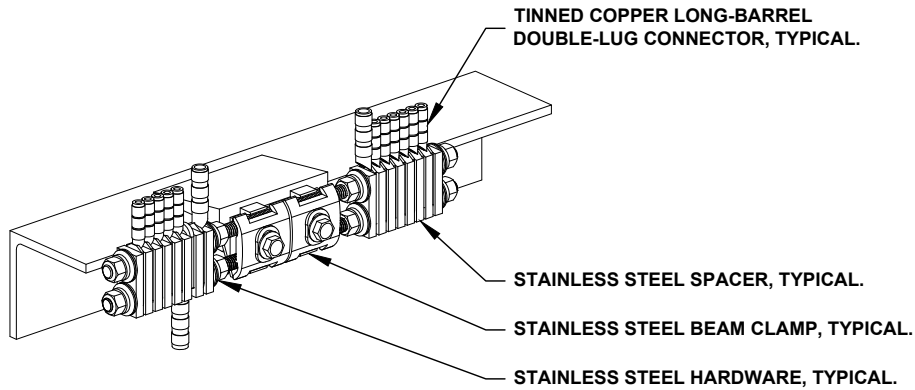
SHEET TITLE:

GROUNDING
DETAILS

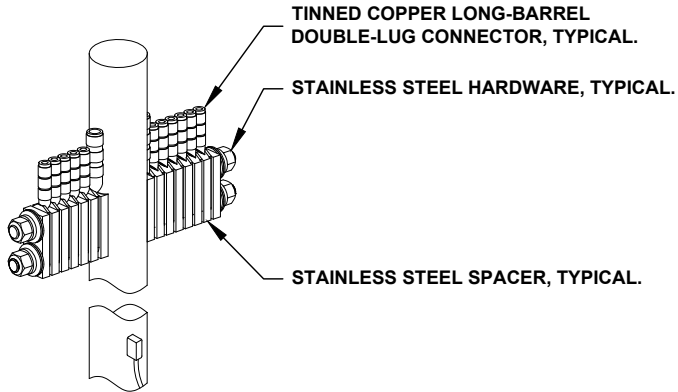
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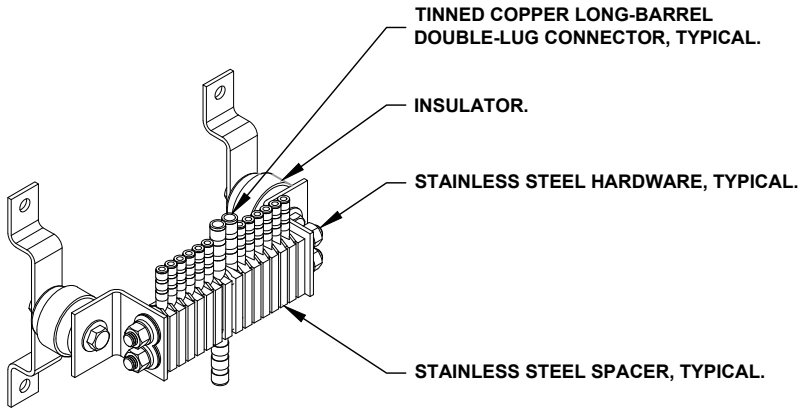
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1 BAR NONE GROUDNED BEAM CLAMP (TDSGA-BC14)
E7 NOT TO SCALE



2 BAR NONE POST MOUNTED (TDSGA-PA14)
E7 NOT TO SCALE



3 BAR NONE INSULATED (TDSGA-WB17)
E7 NOT TO SCALE



PROJECT INFORMATION:

SITE NAME:
WATERLOO
SITE No.: N/A

NEWELL ST
WATERLOO, IA 50703
BLACK HAWK COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

PLANS PREPARED FOR:

Reworx
Service Group, LLC

REV: DATE: ISSUED FOR: BY:

6			
5			
4			
3			
2			
1	02/13/23	CONSTRUCTION	AVF
0	02/08/23	PRELIMINARY	TRN
B	02/02/23	PRELIMINARY	TRN
A	01/23/23	PRELIMINARY	TRN

LICENSER:

KHA PROJECT NUMBER:

014616004

DRAWN BY: CHECKED BY:

WJW

TRN

SHEET TITLE:

**GROUNDING
DETAILS**

SHEET NUMBER:

E7



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving Amendment to Development Agreement and Minimum Assessment Agreement with 3FI Waterloo, LLC, originally approved on April 6, 2020, extending tax rebates to eight years at 50 percent and two years at 35 percent, for a total of ten (10) years of rebates and amend the minimum assessment date to December 31, 2032 for the project located at 2130 Newell Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval of the amendment

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The additional rebates are for additional costs accrued by the company to move a waterline.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Northeast TIF Funds

ALTERNATIVE ACTION

Deny

LEGAL DESCRIPTION

Lot 3, Northeast Industrial Park Plat No. 4, City of Waterloo, Iowa.

ATTACHMENTS

1. 3FI Amendment to Development agreement
2. 3FI, LLC - Assignment of Rebates - 9.7.2021
3. 4FI Waterloo, LLC-Material Control Systems, Inc., d_b_a Con-Trol Container Systems-Development Agreement-4_6_2020

**AMENDMENT TO DEVELOPMENT AGREEMENT and
AMENDMENT TO MINIMUM ASSESSMENT AGREEMENT**

This Amendment to Development Agreement and Amendment to Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2023, by and between the City of Waterloo, Iowa ("City"), 3FI Waterloo, LLC ("Developer") and Material Control Systems, Inc., d/b/a Con-Trol Container Systems ("Company").

RECITALS

- A. Developer, Company and City are parties to that certain Development Agreement dated April 6, 2020 and recorded May 18, 2020 as Doc. No. 2020-20010 (the "DA") concerning the development of land (the "Property") described in the DA. Said parties are also to that certain Minimum Assessment Agreement (the "MAA") pertaining to the Property.
- B. The parties desire to amend the DA and MAA on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Pursuant to Section 5 of the DA, the period of property tax rebates is extended for an additional two years, to provide for a total of ten (10) years of rebates. With respect to each of said years, the rebate shall be 35%.
2. Section 2 of the MAA is amended to strike "December 31, 2031" therefrom and to substitute "December 31, 2032" in its place.
3. Except as amended herein, the DA and the MAA shall continue unmodified in full force and effect. Terms capitalized in this Amendment but not defined herein shall have the meaning ascribed to them in the Agreement. This Amendment is binding on the parties and the respective successors, assigns, transferees and legal representatives of each. This Amendment may be executed in counterparts, each of which, including signatures transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to Development Agreement and Amendment to Minimum Assessment Agreement as of the date first set forth above.

CITY OF WATERLOO, IOWA

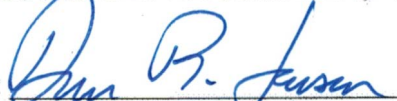
By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

DEVELOPER – 3FI Waterloo, LLC

By: _____
Kevin Koellner
Managing Member

COMPANY – Material Control Systems,
Inc., d/b/a Con-Trol Container Systems

By: _____
Donn Larson, President/CEO

ASSIGNMENT OF REBATES

The undersigned ("Assignor") is party to a development agreement dated April 6, 2020 (the "Agreement") with the City of Waterloo, Iowa, to which Material Control Systems, Inc., d/b/a Con-Trol Container Systems is also a party, concerning the following real property (the "Property"):

Address: 2130 Newell Street, Waterloo

Subject to the terms of the Agreement, Assignor is entitled to property tax rebates in respect of the Property in an amount determined as set forth in the Agreement.

Assignor does hereby assign to the assignee designated below ("Assignee") all of Assignor's right, title and interest in and to any and all rebates payable in respect of the Property pursuant to the Agreement, effective as to any rebate payable under the Agreement after the following date:

8/24/21

Assignee acknowledges that no rebate is payable at any given time unless all conditions required by the Agreement for entitlement to such rebate have been satisfied.

ASSIGNOR

ASSIGNEE

4FI Waterloo, LLC

3FI, LLC

By: 

By: 

Title: MURKINSON

Title: MURKINSON

Dated: 8/24/21

Dated: 8/24/21

Acknowledgment of assignment:

City of Waterloo, Iowa

By: Quentin Hart 

Title: Mayor

Preparer

Information:

Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704

(319) 234.5701

Name

Address

City

Phone

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of April 16, 2020, by and between 4FI Waterloo, LLC (the "Developer"), Material Control Systems, Inc., d/b/a Con-Trol Container Systems (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.
- B. Developer is willing and able to finance and undertake construction and/or rehabilitation of buildings and related improvements on property located in the Northeast Industrial Area Urban Renewal and Redevelopment Plan area and legally described on Exhibit "A" attached hereto (the "Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Developer for the sum of \$1.00 (the "Purchase Price") within thirty (30) days after approval of this Agreement by City, which conveyance shall occur no later than May 29, 2020 (the "Closing"). Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record as set forth in an amended Deed of Dedication as provided in

DEVELOPMENT AGREEMENT

Page 2

Section 2 (b) future real estate real property taxes and assessments arising after the date of Closing; (c) general utility and right-of-way easements serving the Property and of record; and (d) restrictions imposed by the City zoning ordinances and other applicable law. Notwithstanding the foregoing, City shall have no duty to convey title to Developer until Developer delivers to City reasonable and satisfactory proof of Developer's financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. Developer shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Developer may, at its own expense, obtain whatever form of title evidence it desires. If title is unmarketable or subject to matters not acceptable to Developer, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Developer (such time period not to exceed thirty (30) days), Developer may terminate this Agreement, and shall have no obligation to accept title to the Property or otherwise perform under this Agreement. City shall promptly provide any title documents it has in its possession, including any abstracts, to assist in title preparation.

2. Improvements by Developer. Developer shall construct a building consisting of approximately 176,980 square feet, and related landscaping, sidewalks, signage and parking improvements (collectively, the "Improvements"). The Improvements shall be constructed in accordance with all applicable City, state and federal building codes, storm water regulations, and the Deed of Dedication for the Northeast Industrial Park Plat. It is contemplated that the value added by the Improvements will, upon completion, result in an assessed value of no less than \$11,500,000.00. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Developer's or Company's purposes as contemplated by this Agreement are collectively referred to as the "Project". Developer will be responsible to pay all applicable Project permitting fees, including but not limited to building permit fees, inspection fees (e.g., foundation, building, plumbing, heating, electrical, and plan reviews) and site plan amendment fees. City will waive the connection charges for water and sewer service.

2.1. City Activities to Aid Development.

A. City agrees to amend the Deed of Dedication for the Northeast Industrial Park Plat as set forth on Exhibit "C" attached hereto, to modify the requirements for outside storage yards and related screening. In addition, if City requires any offsite infrastructure improvements, such as turn lanes, in connection with the Project, City will undertake such improvements at its sole expense and will not levy a special assessment against the Property to recover such expenses.

B. Subject to the terms of this paragraph, the City of Waterloo will provide a grant of \$1,515,000.00 to assist in building an improved "pad-ready" building site, suitable for new construction and permanent structures. City will pay the grant to the fee owner of the Property, whether it be Developer or Company, as appropriate. The grantee agrees to use the grant funds to defray

Project costs related to correction of poor soil conditions that have been identified, including related expenses for associated general conditions, design costs, construction fees, and development fees. Payment will be made in two equal installments, with the *first installment* to be paid upon the last to occur of (1) verified completion of all foundation work or (2) September 1, 2020, and the *second installment* to be paid upon the last to occur of (x) March 31, 2021, or (y) thirty (30) days after issuance of a certificate of occupancy for the Improvements. By mutual written agreement of City's Community Planning and Development Director, Chief Financial Officer and Company, City may pay up to an additional \$30,000 in grant funds, but any additional grant amount above \$30,000.00 will require approval by the Waterloo City Council.

C. The City shall provide, at its sole expense, a topographical survey of the Property and a preliminary plat and final plat (in substantial accordance with the site plan), subdividing the Property from adjacent property to be retained by the City. In connection with platting, the City may declare certain covenants and restrictions that are consistent with those applicable to adjacent subdivisions previously platted by the City.

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Developer's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Developer and that without said commitment, the City would not do so. Developer must begin construction of the Improvements before July 1, 2020, and must substantially complete said Improvements by August 31, 2021.

If Developer has not, in good faith, begun the construction of the Improvements on the schedule stated above, then title to the Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun within the stated period but the development of the Project is still imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then the title to the Property shall revert to the City after the end of said extended period. Any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer, the requirement that construction be completed by the Project Completion Date shall be tolled for a period of time equal to the period of such stoppage or delay. If, after commencement of construction, construction is not completed by the Project Completion Date, as the same may be extended, then Developer shall buy out City's right of reverter of title by paying to City an amount equal to the fair market value of the Property in an unimproved condition as determined by mutually agreeable appraisal or the average of each party's appraised value. Said buy-out price shall be paid within thirty (30) days after determination of the fair market value.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Developer agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property that is free and clear of any lien, claim, or encumbrance arising by or through Developer. Developer shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances against the Property.

Developer further agrees that it shall indemnify City and hold it harmless with respect to any lien, claim, charge, or encumbrance on or against the Property or any type or nature whatsoever that attaches to the Property by virtue of Developer's ownership of same. Notwithstanding the foregoing, Developer shall have no liability or responsibility to release any easements for utilities on the Property or other easements in furtherance of the development thereof. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Developer shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees. Developer's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason for a period of one year.

5. **Property Tax Rebates.** Provided that Developer has completed the Improvements as set forth herein and has executed the Minimum Assessment Agreement as set forth in Section 10, and subject to annual appropriation by the city council, the City agrees to rebate property taxes (with the exceptions noted below) as follows:

50% rebate for each of Years One through Eight, inclusive,

for any taxable value over the January 1, 2018 value of \$102,270.00. Rebates are payable in respect of a given year only to the extent that Developer has actually paid general property taxes due and owing for such year and the city council has made an appropriation for the payment of rebates. To receive rebates for a given year, Developer must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise reasonably satisfactory to City, otherwise Developer will forfeit its right to a rebate for that year in the City's discretion.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of \$500. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first year in which a rebate may be given ("Year One") shall be the first full year for which the assessment is based upon the completed value of the Improvements and not a prior year for which the assessment is based solely upon the value of the land or upon the value of the land and a partial value of the Improvements, due to partial completion of the Improvements or a partial tax year.

The City shall extend the rebate for two additional years by up to 35% to cover the cost of qualifying additional infrastructure, which includes the cost of capping and replacing existing water line stubs, the cost of placing requested water pits and meters at the water main tap, and the cost of re-spreading stockpiled soil, in a total amount not to exceed \$240,000.00. If the rebate is extended, the parties will execute an amendment of the Minimum Assessment Agreement (see Section 10) to reflect the terms of such extension.

6. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Developer agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage to finance Developer's completion of the Improvements and of which Developer notifies City in advance of Developer's execution of any such mortgage. Developer may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **Utilities.** Developer will be responsible for extending telephone, telecommunications, electric, gas and other utility services to any location on the Property and for payment of any associated connection fees after the City has caused all utilities to be stubbed to the Property.

8. **Easements Reserved.** In connection with conveyance of the Property or the Option Property, City shall reserve permanent utility easements and a grading easement as marked on Exhibit "C" attached hereto.

9. **Option for Additional Land and Right of First Refusal.** Provided that Developer is not in default under the terms of this Agreement, then Developer, its successors and assigns, shall have an option to purchase the real property described on Exhibit "A-1" and Exhibit "A-2" attached hereto (collectively, the "Option Property") for the sum of \$1.00. Developer may exercise such option with respect to either or both parcels comprising the Option Property, provided that Developer shall enter into a development agreement and minimum assessment agreement with respect to an expansion project in connection with the exercise of such option. The parties agree that a project on the Option Property will be entitled to incentives commensurate with the project as prescribed by City development policies, up to substantially the same incentives that are provided for the Project under this Agreement. The option may be exercised at any time on or before the tenth (10th) anniversary of the date of this Agreement by delivery of written notice of exercise to City. Within ten (10) days following delivery of the Option notice, the parties shall execute a written purchase agreement in form acceptable to City and Developer, which purchase agreement shall require, among other things, that Closing shall occur on a date to be agreed upon by the parties following delivery of the option exercise notice, which date shall be within sixty (60) days of delivery of said notice.

Developer shall also have a right of first refusal with respect to the Option Property. Upon receipt of written notice from City that includes the terms and conditions of a bona fide third-party offer for all or any portion of the Option Property, Developer

DEVELOPMENT AGREEMENT

Page 6

shall have a period of fifteen (15) days in which to exercise its right of first refusal to purchase the subject portion of the Option Property, on the same terms and conditions as are set forth in the offer. Developer shall exercise the right by delivery of written notice to City, and thereafter Developer and City shall act with diligence to close on said transaction and to execute any related documents required by the offer.

The Option Property shall be deed restricted so that no direct competitor of Company may, for a period of ten (10) years, own or use the Option Property so long as Company or any of its affiliates are operating on the Property.

10. **Minimum Assessment Agreement.** Developer acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Developer further agrees that prior to the date set forth in Section 2 of Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property, which shall be fixed for assessment purposes, below the amount of \$11,500,000.00 (the "Minimum Actual Value"), through:

- (i) willful destruction of the Property, the Improvements, or any part of either;
- (ii) a request to the assessor of Black Hawk County; or
- (iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Developer agrees to sign said attached Exhibit "B" at the closing.

11. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

12. **Representations and Warranties of Developer.** Developer hereby represents and warrants as follows:

A. Developer is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Developer is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Developer has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Developer.

13. **Assignment or Conveyance.** Developer agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Developer may sell, convey or transfer the Property to Company at any time without such consent, subject to Company's satisfaction of the condition stated below. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Developer under this Agreement. As a condition to Developer's sale, conveyance, assignment or transfer to Company or another approved person or entity (each a "Successor"), the Successor must assume in writing each and every one of Developer's duties under this Agreement, and effective upon such assumption the Successor will succeed to all of Developer's rights under this Agreement that accrue thereafter. The written instrument of assignment and assumption will be recorded in the land records of Black Hawk County, Iowa, and promptly following execution of such instrument a copy thereof will be delivered to City.

14. **Materiality of Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for the parties to enter this Agreement. Each party hereto acknowledges that without such promises, covenants, representations, and warranties of the other party, it would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, the non-breaching party may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

15. Intentionally deleted.

16. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Developer, at 1805 State Street, Suite 101, Bettendorf, IA 52722.

(c) if to Company, at 375 36th Street, East Moline, IL 61244

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this section.

17. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Developer nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

18. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

19. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

20. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

DEVELOPMENT AGREEMENT

Page 9

21. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

22. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

23. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

24. **Time of Essence.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: 
Quentin M. Hart, Mayor

Attest: 
Kelley Felchle, City Clerk

DEVELOPER – 4FI Waterloo, LLC

By: 
Kevin Koellner
Managing Member

COMPANY – Material Control Systems,
Inc., d/b/a Con-Trol Container Systems

By: 
Donn Larson, President/CEO

EXHIBIT "A"

Legal Description of Property

The area that will be described as Lot 1, Northeast Industrial Park Plat No. 4, City of Waterloo, Iowa.

EXHIBIT "A-1"

Legal Description of Option Property

The area that will be described as Lot 2, Northeast Industrial Park Plat No. 4, City of Waterloo, Iowa.

EXHIBIT "A-2"

Legal Description of Additional Option Property

The area that will be described as Lot 3, Northeast Industrial Park Plat No. 4, City of Waterloo, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of April 16, 2020 by and among the CITY OF WATERLOO, IOWA ("City"), 4FI Waterloo, LLC ("Developer"), Material Control Systems, Inc., d/b/a Con-Trol Container Systems ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City, Developer and Company have entered into a development agreement (the "Development Agreement") regarding certain real property, described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Developer will undertake the development of an area ("Project") within the City and within the Northeast Industrial Area Urban Renewal and Redevelopment Plan Area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Developer desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the "Improvements") which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Developer, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Developer as a part of the Project shall not be less than \$11,500,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before August 31, 2021.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2031. Nothing herein shall be deemed to waive the Developer's rights under Iowa Code

§ 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Developer seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement.

3. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

4. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

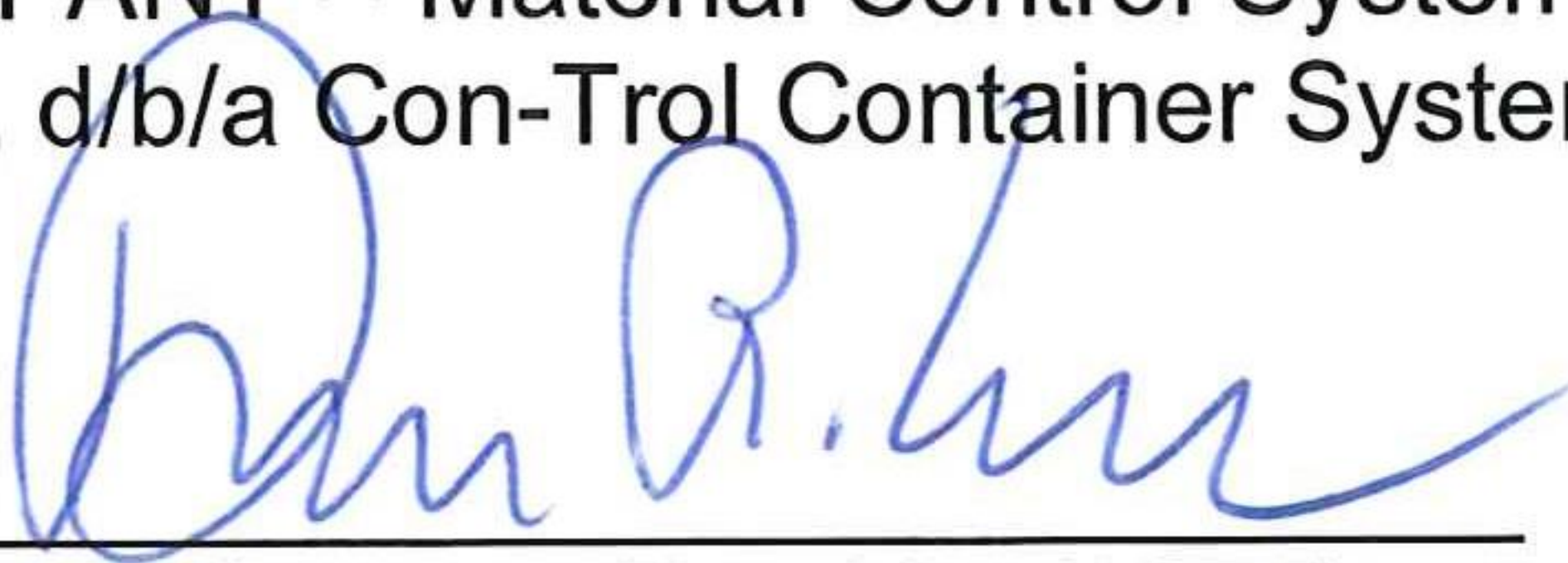
By: 
Quentin M. Hart, Mayor

By: 
Kelley Felchle, City Clerk

DEVELOPER – 4FI Waterloo, LLC

By: 
Kevin Koellner
Managing Member

COMPANY – Material Control Systems,
Inc., d/b/a Con-Trol Container Systems

By: 
Donn Larson, President/CEO

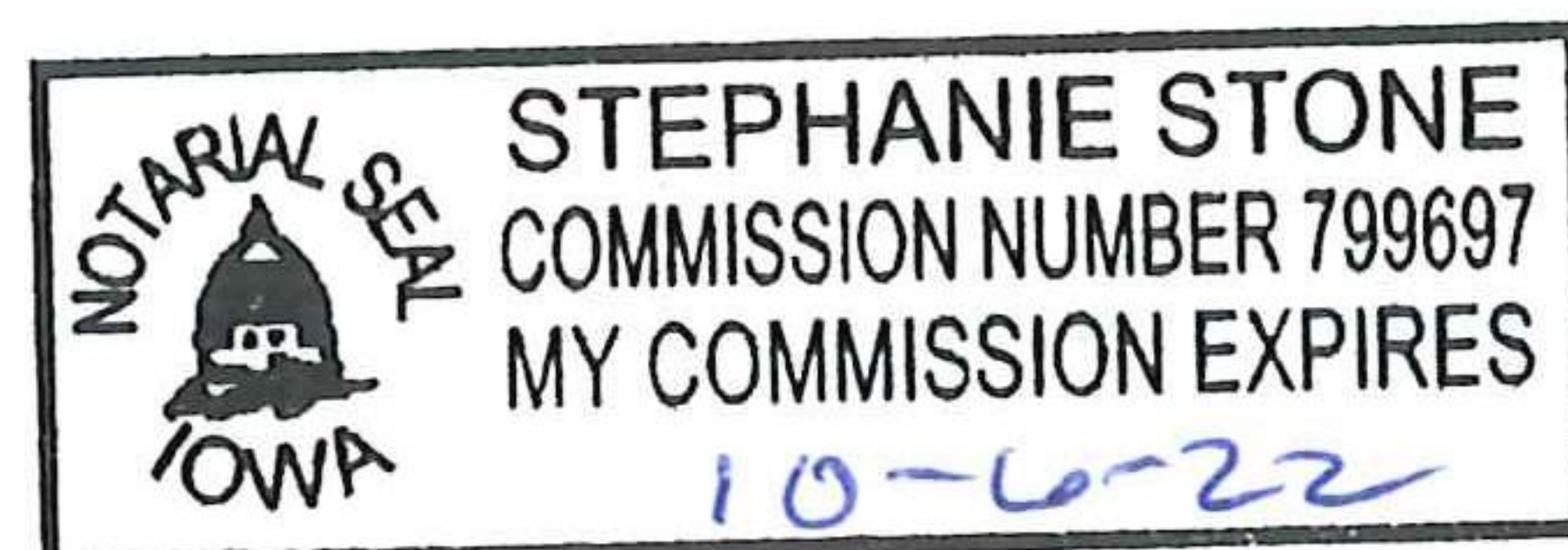
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 7 of April, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Cindy A. Young
Notary Public



STATE OF Iowa)
) ss.
COUNTY OF Scott)



Subscribed and sworn to before me on March 16th, 2020 by Kevin Koellner as Managing Member of 4FI Waterloo, LLC.

Stephanie Stone
Notary Public

STATE OF ILLINOIS)
) ss.
COUNTY OF ROCK ISLAND)

Subscribed and sworn to before me on MARCH 18, 2020 by Donn
Larson as President/CEO of Material Control Systems, d/b/a Con-Trol Container
Systems.

Judy G. Scott
Notary Public



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Eleven Million Five Hundred Thousand Dollars (\$11,500,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

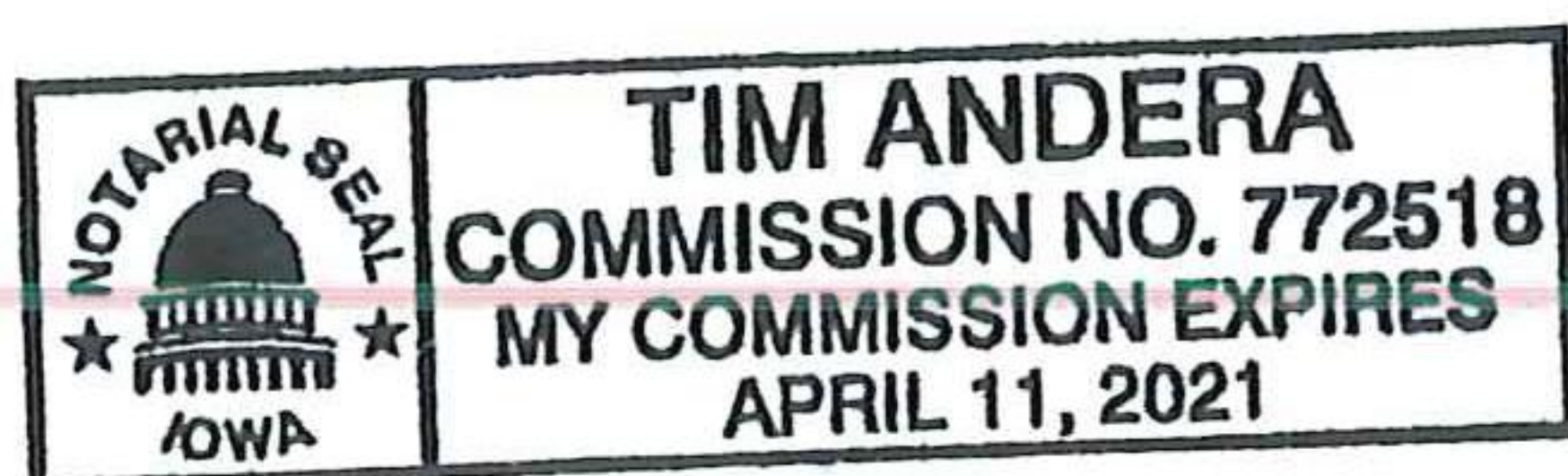

Assessor for Black Hawk County, Iowa

4-29-20

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on 4/29/2020, 2020, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.




Notary Public

EXHIBIT "C"

Site Map Showing Easements

See attached.

SUBDIVIDER:	CITY OF WATERLOO 715 MULBERRY STREET WATERLOO, IOWA 50703
PROPRIETOR OR OWNER:	CITY OF WATERLOO 715 MULBERRY STREET WATERLOO, IOWA 50703
DATE OF SURVEY:	12-10-2018

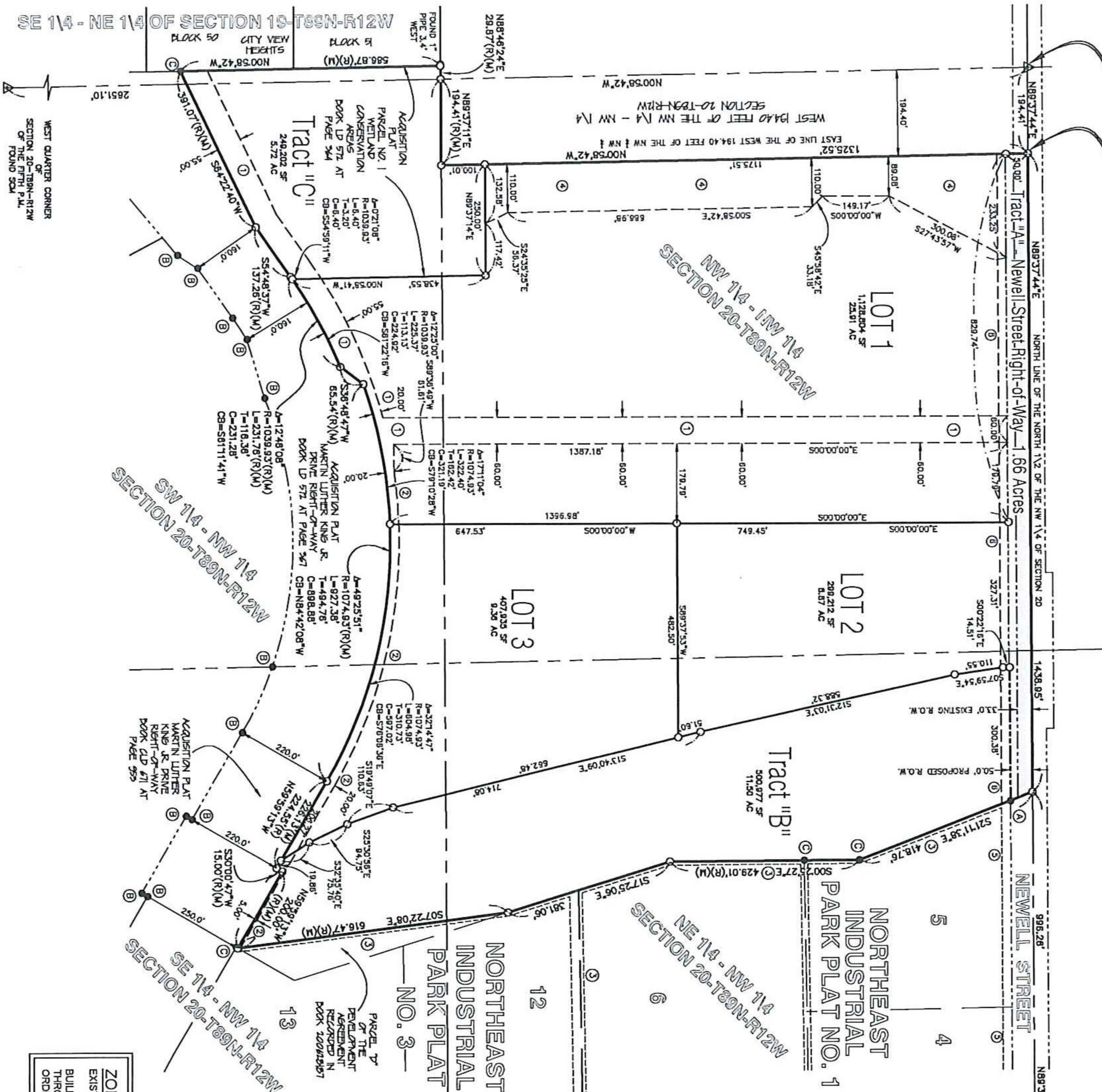
AREA SUMMARY TABLE		
1/4 - 1/4	AREA	AREA INCLUDED IN ROW
NW-1/4 SEC 20	34.10 ACRES	1.28 ACRES
NE-1/4 SEC 20	14.18 ACRES	0.38 ACRES
SE-1/4 SEC 20	4.13 ACRES	0.00 ACRES
SW-1/4 SEC 20	8.22 ACRES	0.00 ACRES
SE-1/4 SEC 19	0.40 ACRES	1.68 ACRES
TOTAL	61.03 ACRES	1.68 ACRES

EXISTING PROPERTY MONUMENTATION TABLE	
LABEL	DESCRIPTION
Ⓐ	1/2" REBAR W/ YELLOW PLASTIC LS CAP 7811
Ⓑ	1/2" REBAR W/ YELLOW PLASTIC LS CAP 6132
Ⓒ	1/2" REBAR W/O LS CAP

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
①	PUBLIC SANITARY SEWER AND WATERMAIN EASEMENT
②	PUBLIC SANITARY SEWER EASEMENT
③	EXISTING 8 FOOT WIDE UTILITY EASEMENT
④	PUBLIC STORM SEWER AND DRAINAGE EASEMENT
⑤	EXISTING 20 FOOT UTILITY EASEMENT
⑥	20.00 FOOT WIDE PUBLIC UTILITY EASEMENT

POINT OF BEGINNING

SECTION 20-TBON-R12
OF THE FIFTH P.M.
FOUND LEAD PLUG
BOOK 299 AT PAGE 35



1 HEREBY CERTIFY THAT DURING THE MONTH OF APRIL, 2019, AT THE DIRECTION OF THE CITY OF WATERLOO, A SURVEY
2 WAS MADE UNDER MY SUPERVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, A
3 PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, A PORTION OF THE SOUTHWEST QUARTER OF
4 THE NORTHWEST QUARTER, A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL OF SECTION
5 20, AND A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, ALL OF TOWNSHIP 69
6 NORTH, RANGE 12 WEST, OF THE FIFTH PRINCIPAL MERIDIAN, WATERLOO, BLACK HAWK COUNTY, IOWA, DESCRIBED AS
7 FOLLOWS:

Commencing at the Northwest Corner of Section 20, Township 99 North, Range 12 West, of the Fifth Principal Meridian, Waterville, Blaine County, Idaho; Thence N89°37'44"E, along the North Line of the North One-Half of the Northwest Quarter of said Section 20, a distance of 194.41 feet, to the Northeast Corner of the West 194.40 feet of the Northwest Quarter of said Northwest Quarter, and thence to the POINT OF BEGINNING; Thence continuing N89°37'44"E, along said North Line, 1428.95 feet, to its intersection with the Northwesteasterly Projection of the Western Line of Northeast Industrial Park Plat No. 1, in accordance with the Recorded Plat thereof; Thence S21°11'13.8"E, along said Northwesteasterly Projection and Western Line, 418.76 feet; Thence S00°23'27"E, along said Western Line, 429.01 feet; Thence S17°25'00"E, along said Western Line, and the Western Line of Northeast Industrial Park Plat No. 3, a distance of 381.05 feet, to the Point of the Northern most corner of Parcel "D", in accordance with the Recorded Plat thereof; Thence S07°22'02.8"E, along the West Line of said Parcel "D", 616.47 feet, to the Southern most corner thereof, and a Point on the Northern Line of the Parcel depicted on the Acquisition Plat thereof; Survey, as Recorded in CLD Book 67, at Page 953 of the Records of the Black Hawk County Recorder's Office; Thence N59°59'13"W, along said Northern Line, 204.00 feet; Thence S30°00'47"W, along said Northern Line, 15.00 feet; Thence N59°59'13"W, along said Northern Line, 226.13(M) 224.55(F) feet; Thence N05°58'42"W, along the West Line of the Parcel, and the Northern Line of the Parcel, a distance of 107.48 feet, to the Acquisition Plat of Survey, as Recorded in LD Book 572 at Page 587 of the Records of the Black Hawk County Recorder's Office; Thence, on a 107.48 foot radius curve, concave Southwestwesterly, whose 889.88 foot chord bears N84°42'08"W, Thence S35°48'47"W, along said Northern Line, 65.54 feet; Thence Southwestwesterly along said Northern Line, 231.76 feet along a 1039.93 foot radius curve, concave Southwestwesterly, whose 231.28 foot chord bears S61°11'14"W, Thence S54°48'37"W, along said Northern Line, 137.26 feet; Thence S64°22'40"W, along said Northern Line, 391.07 feet, to the Southwest Corner of Parcel No. 1, as Recorded in LD Book 572 at Page 364 of the Records of the Black Hawk County Recorder's Office; Thence N00°58'42"W, along the West Line of said Parcel No. 1, a distance of 29.87 feet, to the Northwest Corner thereof; Thence N88°46'24"E, along the North Line of said Parcel No. 1, a distance of 23.67 feet; Thence N89°37'11"E, along said North Line of Parcel No. 1, a distance of 194.41 feet; Thence N00°58'42"W, along the East Line of the West 194.40 feet of the Northwest Quarter of the Northwest Quarter of said Section 20, a distance of 1325.52 feet, to the Point of Beginning; Said Tract of Land contains 61.03 Acres, and is subject to easements and restrictions of record.

NORTHEAST
INDUSTRIAL
PARK PLAT NO. 4

Date	Revision
04-16-2019	PER JEL REVIEW - RLW
05-17-2019	PER CITY REVIEW - RLW
06-24-2019	REVISED LOTS 14 AND EASEMENTS - RLW
04-27-2020	TRACT "C" ADDED PER CITY - RLW

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8222
www.mmconsultants.net

WATERLOO
BLACK HAWK COUNTY
IOWA

MIMS CONSULTANTS, INC.	Date:
	04-15-2019

Design By:	RLW	Section:	1"=200'
Checked by:	JEL	Sheet No:	1
Project No:	IOWA CITY	of:	1
10645-002			

LEGEND AND NOTES

△	CONGRESSIONAL CORNER, FOUND
△	CONGRESSIONAL CORNER, REESTABLISHED
△	CONGRESSIONAL CORNER, RECORDED LOCATION
○	CONGRESSIONAL CORNER, FOUND (see notes)
○	PROPERTY CORNERS SET
○	(3/8" Iron Pin w/ "MMS" embossed with "MMS")
②	OUT "X"
—	PROPERTY &/or BOUNDARY LINES
—	CONGRESSIONAL SECTION LINES
—	RIGHT-OF-WAY LINES
—	CENTER LINES
—	LOT LINES, INTERNAL
—	LOT LINES, EXTERNAL OR BY DEED
—	EASEMENT LINES, WITH & PURPOSE NOTED
—	RECORDED EASEMENT LINES
—	RECORDED DIMENSIONS
—	MEASURED DIMENSIONS
—	CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDS
ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
 ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 10,000 FEET

-----	PROPERTY &/or BOUNDARY LINES
-----	CONGRESSIONAL SECTION LINES
-----	RIGHT-OF-WAY LINES
-----	ENTER LINES
-----	LOT LINES
-----	INTERNAL OR BY DEED
-----	EASEMENT LINES WITH & PURPOSE NOTED
-----	EXISTING EASEMENT LINES
-----	RECORDED DIMENSIONS
-----	MEASURED DIMENSIONS
-----	CURVE SEGMENT NUMBER

(R)
 C-22-1

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS
ERROR OF CLOSURE IS LESS THAN 1FOOT IN 10,000 FEET

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

_____ 20____

JAMES E. UCHT
P.L.S. Iowa No. 13287

My license renewal date is December 31, 20 ____.

Pages or sheets covered by this seal:

This Plat or Subdivision has been reviewed by the City of Waterloo

City Planner or designee _____ Date _____

ZONING REQUIREMENTS
EXISTING ZONING: M-2, P (PLANNED INDUSTRIAL)

THROUGH PLAN REVIEW PER CITY ZONING ORDINANCE, CHAPTER 21, SECTION 10-21-1.C.2



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Director
Planning & Zoning Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving the Agreement for Purchase Rights with Maria and Gerry Luster of Waterloo, Iowa, for the City owned property located west of 1919-1921 Lafayette Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval of Agreement

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City has owned the lots since the mid 1990's. The Luster's own the adjacent home and would like to have the first right of refusal and option to purchase the lots if another developer shows interest in the lots. The agreement would be in place for 24 months. The Community Planning and Development Director has the right to extend the period for 11 months.

If the Luster's wish to purchase the lots a development agreement will need to be approved by City Council prior to any transfer of property.

NEIGHBORHOOD IMPACT

There would not appear to be a negative impact on the neighborhood.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

City Council Agendas are posted prior to the Council meeting providing notice of the subject agreement. When the lots are sold in the future there will be a public notice process for the sale of City owned land.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

not approve

LEGAL DESCRIPTION

Parcel 8912-30-157-007: The West Forty (40) feet of Lot No. Ten (10), except the North One Hundred Seventy-six (176) feet, in "Cowin and Welstead's Plat of Out Lots", in the City of Waterloo, Iowa.

Parcel 8912-30-157-008: That part of Lot No. Nine (9) in Cowin and Welstead's Plat of Out Lots, in the City of Waterloo, Iowa, described as follows: commencing at the southwest corner of said Lot; thence Southeasterly along the Southwesterly line of said Lot Seventy (70) feet to the point of beginning of the tract herein described: thence Northeasterly Seventy-five (75) feet, more or less, to a point which is Thirty-eight (38) feet normally distant West of the East line of said Lot and One Hundred Fifty-five (155) feet normally distant South of the North line of said Lot; thence East Thirty-eight (38) feet to a point on the East line of said Lot which is One Hundred Fifty-five (155) feet South of the Northeast corner of said Lot; thence South along said East line to the Southeast corner of said Lot; thence Northwesterly along the Southwesterly line of said Lot to the point of beginning.

ATTACHMENTS

1. Purchase rights agt - Luster on Lafayette 9-24-22 -signed
2. 1919-1921 Lafayette Street Map

AGREEMENT FOR PURCHASE RIGHTS

This Agreement is entered into as of October 17, 2022 by and between City of Waterloo, Iowa (“City”) and Maria and Gerry Luster (collectively, “Developer”).

WHEREAS, Developer is the owner of the real property located at 1919-1921 Lafayette Street, Waterloo, Iowa, and City owns adjacent bare lots identified as parcel nos. 8912-30-157-007 and 8912-30-157-008 (the “Property”); and

WHEREAS, Developer desires to obtain, and City desires to give to Developer, a right of first refusal and an option to purchase the Property for development purposes.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I PURCHASE OPTION

1.1. **Option and Price.** From the date of this Agreement and for a period of twenty-four (24) months thereafter (the “Option Period”), Developer shall have an option to purchase the Property for the price of \$1.00. During the Option Period, City shall not grant to any third party an option to purchase the Property.

1.2. **Exercise of Option.** Developer’s exercise of the option shall be by delivery of written notice (the “Option Notice”) to City no later than the date that is twenty-four (24) months after the date of this Agreement. Within two (2) months following delivery of the Option Notice, the parties shall execute a development agreement for Developer’s project on the Property, which shall be on terms acceptable to City, including but not limited to Developer’s commitment to construct a residential structure and related improvements on the Property.

1.3. **Closing.** Closing shall occur on a date to be agreed upon by the parties following delivery of the Option Notice. Other terms and conditions of the Closing shall be as specified in the development agreement.

ARTICLE II RIGHT OF FIRST REFUSAL

2.1 Notice and Exercise. Whenever City is in receipt of a bona fide offer for the purchase of the Property or any portion thereof during the Option Period, it shall promptly deliver to Developer a copy of such offer. Developer shall have fourteen (14) days from the date of delivery of said offer in which to exercise a right of first refusal to purchase the Property on the terms set forth in the offer. Developer shall exercise its right, if at all, by delivery of written notice to City within said 14-day period, to be followed by execution of a development agreement for Developer's project on the Property, which shall be on terms acceptable to City as set forth in Section 1.2 above. Failure by Developer to notify City of Developer's exercise of its right shall be deemed a failure to exercise; provided, however, that if City and the prospective buyer fail to close on the transaction, Developer's right of first refusal shall continue in full force and effect and shall be subject to exercise by Developer thereafter.

ARTICLE III GENERAL TERMS

3.1. Extension. The parties may mutually agree in writing to extend the Option Period for an additional eleven (11) months. The Community Planning and Development Director is hereby authorized by City to execute any instrument extending the term.

3.2. Remedies.

- a. In the event that City shall fail to perform any of its obligations hereunder within the time for performance herein provided, Developer shall have, as its sole and exclusive remedy, the right to commence an action against City for specific performance, provided that such action is commenced within six (6) months after delivery to City of any notice pursuant to Sections 1.2 or 2.1.
- b. In the event that Developer shall fail to perform any of its obligations hereunder within the time for performance herein provided, City shall have all remedies available to it as a matter of law or equity, including the remedy of terminating this Agreement. Notwithstanding the foregoing, City shall not have or exercise the remedy of specific performance or any similar remedy at law or in equity that would compel Developer to acquire the Property as contemplated by this Agreement.
- c. In the event City or Developer fails to fulfill any of their respective obligations under this Agreement and the other commences an action with respect to the provisions of this Agreement, the party prevailing in such action shall be entitled to its reasonable attorney's fees and costs of enforcement.

3.3. Risk of Loss and Insurance. City shall bear the risk of loss or damage to the Property prior to the closing.

3.4. No Partnership or Joint Venture. Nothing in this Agreement shall be interpreted as creating a partnership or joint venture between City and Developer relative to the Property.

3.5. Entire Agreement; Integration. This Agreement and the exhibits hereto, if any, constitute the entire agreement between the parties pertaining to the subject matter hereof. All exhibits hereto, if any, are hereby incorporated into and made a part of this Agreement. All previous negotiations and understandings between City and Developer, or their respective agents and employees, with respect to the transaction set forth herein are merged in this Agreement which alone fully and completely expresses the parties' rights, duties, and obligations. This Agreement may be amended or modified only in a written document signed by City and Developer.

3.6. Severability. In the event any provision of this Agreement is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

3.7. Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns.

3.8. Headings and Captions. The title or captions of paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement or any of its terms or conditions.

3.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

3.10. Notices. Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

- (a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Community Planning and Development Director.
- (b) if to Developer, at 1919 Lafayette Street, Waterloo, Iowa 50703.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) four (4) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

3.11. Brokers. Neither party has retained a broker in connection with this Agreement, and each party agrees to indemnify, defend and hold the other harmless from and against any and all claims, fees, commissions and suits of any real estate broker or agent with respect to services claimed to have been rendered at the request of or through or under such party in connection with the execution of this Agreement or the transactions set forth herein.

3.12. Recording. Either party may, at its own expense, record this Agreement or a memorandum hereof in the land records of Black Hawk County, Iowa.

3.13. Time. Time shall be of the essence hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement for Purchase Rights as of the date first written above.

[signatures on next page]

CITY OF WATERLOO, IOWA

DEVELOPER

By: _____
Quentin Hart, Mayor



Maria Luster

Attest: _____
Kelley Felchle, City Clerk

Gerry Luster

EXHIBIT "A"

Legal Description of Property

Parcel 8912-30-157-007: The West Forty (40) feet of Lot No. Ten (10), except the North One Hundred Seventy-six (176) feet, in "Cowin and Welstead's Plat of Out Lots", in the City of Waterloo, Iowa.

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City of Waterloo, Iowa

Note:
Base map data source is Black Hawk County.
This map does not represent a survey, no liability
is assumed for the accuracy of the data delineated herein,
either expressed or implied by Black Hawk County, the
Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, express or
implied, as to the accuracy of the information shown
on this map, and expressly disclaims liability for the
accuracy thereof. Users should refer to official
plats, surveys, recorded deeds, etc. located at the
Black Hawk County Assessor's Office for complete
and accurate information.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving construction plans for the private sanitary sewer extension serving Union at North Crossing, as submitted by Crockett Engineering Consultants, LLC, of Columbia, Missouri, a Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, final acceptance of construction plans, subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

RECOMMENDED COUNCIL ACTION

Approve plans and treatment agreement

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Union at North Crossing_Treatment Agreement



Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
Sewage Treatment Agreement

INSTRUCTIONS

This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

APPLICANT	ENGINEER
Owner: <u>Union Development Holdings, LLC</u> 409 Massachusetts Ave, Suite 300 Indianapolis, Address: <u>IN 46204</u>	Firm: <u>Crockett Engineering Consultants, LLC</u> Address: <u>1000 W. Nifong Blvd, Bldg 1 Columbia, MO 65203</u>
Representative: <u>Margaret Blum</u>	Project Officer: <u>Kyle Miller</u>
Phone Number: <u>847-828-4272</u>	Phone Number: <u>573-447-0292</u>
Project Identification: <u>Union at North Crossing</u>	
Owner and System Receiving Wastes: <u>Waterloo Water Pollution Control Plan IA 079001 FED 0042650</u>	

CERTIFICATION

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

Signature  Title: Senior Director of Development Date 1.17.23

AGREEMENT TO PROVIDE SEWAGE TREATMENT

I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: _____ Title: _____

Signature _____ Date _____ Phone: _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 4 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of \$6,891.00, in conjunction with the FY2022 11th Street and Park Avenue Bridge Replacements, Contract No. 1013, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA4_Stanley Consultants_Contract 1013



SUPPLEMENTAL AGREEMENT NO. 04

This Supplemental Agreement, made and entered into by and between STANLEY CONSULTANTS, INC. (Consultant) and CITY OF WATERLOO (Client) amends their agreement of September 23, 2019, for Consultant to provide services to the Client for the Feasibility Study for Replacement of Park Avenue and 11th Street Bridges over the Cedar River, as follows:

Scope of Services

This Supplemental Agreement is for supplemental archaeological phase 1 investigation at the 11th Street Bridge and memorial/historical marker interpretation materials at the Park Avenue Bridge and project management, administration, and coordination. Refer to attachment Exhibit 1 – Scope of Services.

Time of Beginning and Completion

March 11, 2022, through December 31, 2023

Fees and Payments

Original Professional Services Agreement	\$505,000.00
Supplemental Agreement No. 1	\$28,643.00
Supplemental Agreement No. 2	\$1,043,000.00
Supplemental Agreement No. 3	\$1,945,600.00

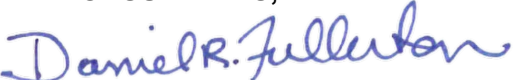
Task	Compensation
Supplemental Archaeological Phase 1 Investigation at the 11 th Street Bridge	\$6,891.00
Memorial/Historical Marker Interpretation Materials at the Park Avenue Bridge	\$3,730.00
Management, Administration & Coordination	<u>\$3,195.00</u>
<i>Supplemental Agreement No. 4 - Subtotal Amount</i>	\$13,816.00
New Total Contract Amount	\$3,536,059.00

Except as specifically amended by this Supplemental Agreement, all the terms and conditions of the original Agreement dated September 23, 2019, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Supplemental Agreement to be executed on the date below indicated.

STANLEY CONSULTANTS, INC.

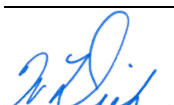
CITY OF WATERLOO

By: 
Daniel R. Fullerton, P.E.
Client Service Manager

By: _____

Date: 01/31/2023

Date: _____

Attest: 

Attest: _____

By: Wendy Diekema
Wendy Diekema

By: _____

COST PROPOSAL AND SCOPE OF WORK

SUBMITTED BY: TALLGRASS ARCHAEOLOGY LLC, IOWA CITY, IOWA
2460 S. RIVERSIDE DRIVE, IOWA CITY, IA 52246
SUBMITTED TO: STANLEY CONSULTANTS, DES MOINES, IOWA 50309

March 11, 2022

PROJECT: SUPPLEMENTAL ARCHAEOLOGICAL PHASE I INVESTIGATION FOR THE 11TH STREET BRIDGE PROJECT, CITY OF WATERLOO, IOWA

LABOR	TOTAL	\$ 5,765
EXPENSES	TOTAL	\$ 1,126
GRAND TOTAL		\$ 6,891 [costs may be shifted within budget to reflect actual labor & receipts.]

Scope of Work - SUPPLEMENTAL Archaeological Phase I Investigation. This investigation will examine to the Phase I level a new area supplemental to the original 11th Street Bridge APE that will encompass a proposed temporary driveway for the Midwest Pattern Co where it extends outside of the previously-surveyed APE (see attached maps). It is anticipated that the fieldwork will take two days and will involve intensive subsurface testing (shovel/auger tests to a maximum of 1 meter below the current ground surface) wherever possible and where needed to address the presence/absence of archaeological sites. The testing interval is proposal for 10 meters since it is anticipated that at least one historic house site will be encountered. There is also potential for a precontact component in this area as well. The state guidelines for Phase I intensive survey as approved and revised by the AIA in October 2021 will be followed for both the fieldwork and the report stages of the project.

Schedule - the fieldwork will commence as soon as possible after a notice to proceed but dependent on the ground being thawed in order to meet the AIA guidelines for adequate field conditions. A summary report can be submitted within 20 business days or less following the end of the fieldwork.

Note - the above proposal is considered a not-to-exceed cost estimated.



Aerial map showing supplemental area to be surveyed (green outlined/shaded with extension into previous survey area outlined in yellow dashes)

Previous Phase I survey area (needing no further investigation) is magenta outlined/shaded.

The currently proposed supplemental survey will focus on the green outlined/shaded area only.



Plan map showing supplemental area (red outlined)



COST PROPOSAL and SCOPE OF WORK

Submitted by: Tallgrass Archaeology LLC

2460 S. Riverside Drive, Iowa City, Iowa 52246

Submitted to: Stanley Consultants/City of Waterloo, Iowa

1/18/2023

Project: Park Avenue Bridge Memorial/Historical Marker Interpretation Materials, City of Waterloo, Black Hawk County

Tallgrass Archaeology LLC can complete this project for \$3,730.45. The total is a LUMP SUM price and shall not be exceeded within the scope of work described below.

Labor Costs:	\$ 3,655.45
Non-Labor Expense Costs:	<u>\$ 75.00</u>
Total Labor and Expenses:	\$ 3,730.45

Scope of Work:

Tallgrass Archaeology LLC will compile a document that contains the following items: three separate designs for two different signs (6 designs total); a summary/discussion of each sign; and potential ideas for salvage and display of any architectural components/artifacts that may be reliably used in this interpretation. These items will interpret the historical and architectural significances of the former Park Avenue Bridge in Waterloo, Black Hawk County, Iowa. They will include historic photographs or other graphics as necessary. Sign designs may incorporate the ideas and suggestions that were discussed at the previous conference call.

Tallgrass Archaeology LLC proposes that submission of the following deliverables be no later than April 30, 2023:

- 1 digital copy of a document summarizing the signage, designs, ideas, and potential uses
- 1 digital file of each sign design (6 total)

Additional Services

Any professional service not included or mentioned in this agreement are considered additional services. Additional services, if approved or requested by the client, will be performed at the hourly rate utilized by this budget, available upon request.

Billing:

The Client will compensate Tallgrass Archaeology LLC for the above quoted cost upon submission of deliverable materials and receipt invoice. Payment to be made within 30 days from receipt of invoice.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Division Manager
Waste Management Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving support for the submission of Intended Use Plan and updating the Facility Plan to the Iowa Department of Natural Resources for the Cattle Congress Lift Station Force Main Project.

RECOMMENDED COUNCIL ACTION

Recommend approval of resolution supporting submittal of the Cattle Congress Lift Station Force Main Project to Iowa Department of Natural Resources

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Letter of Transmittal

2. Construction Permit Application
3. DNR Application Fee Form
4. 2) SRFEnvironmental Review Checklist
5. SRF Application Packet Instructions
6. Preliminary Engineering Report Cattle Congress Lift Station

Letter of Transmittal

TO: Mr. Randy Bennett
Public Works Director
625 Glenwood
Waterloo, Iowa 50703

DATE: February 14, 2023	JOB ID NO. 60590223
ATTENTION:	
RE: Intended Use Plan for Cattle Congress Lift Station	
and Force Main	
Waterloo, Iowa	

WE ARE SENDING YOU:

- | | | |
|--|---------------------------------------|---|
| ☒ Attached | ☐ Prints | ☐ Under Separate Cover Via _____ the Following Items: |
| ☐ Shop Drawings | ☐ Change Order | ☐ Plans ☐ Samples ☐ Specifications |
| ☐ Copy of Letter | ☐ _____ | |

Copies	Date	No.	Description
1			Facility Plan (Preliminary Engineering Report – Cattle Congress Lift Station and Force Main)
1			Exhibit 8 (IUP Application – Cattle Congress Lift Station and Force Main)
1			Section 7 (Acquisition of Property by SRF Applicants – Cattle Congress Lift Station and Force Main)
1			Exhibit 5 (SRF Environmental Review Checklist – Cattle Congress Lift Station and Force Main)
1			Application Fee Form
1			Schedule A (Construction Permit Application – Cattle Congress Lift Station and Force Main)

THESE ARE TRANSMITTED AS CHECKED BELOW:

- | | | |
|---|---|--|
| ☐ For Approval | ☐ Approved as Submitted | ☐ Resubmit ____ Copies for Approval |
| ☒ For Your Use | ☐ Approved as Noted | ☐ Submit ____ Copies for Distribution |
| ☐ As Requested | ☐ Returned for Corrections | ☐ Return ____ Corrected Prints |
| ☐ For Review and Comment | ☐ _____ | |
| ☐ For Bids Due _____ 20 ____ | ☐ Prints Returned After Loan to Us | |

REMARKS: Mr. Bennett -- The above documents are being provided to you for approval by Council at their next meeting scheduled for Monday, February 20, 2023.

Mayor Hart: Please sign and return IUP Section 1 Applicant & Consulting Engineer Information and IUP Section 7 Acquisition of Property by SRF Applicants.

Randy Bennett: Please sign and return Fee Form and Schedule A.

COPY TO: _____

SIGNED: 
Ross A. Hillsman, PE

If enclosures are not as noted, kindly notify us at once.



Exhibit 11A
Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE A, Construction Permit Application

APPLICANT	ENGINEER
Owner: <u>City of Waterloo, Iowa</u>	Firm: <u>AECOM</u>
Address: <u>3505 Easton Avenue, Waterloo, Iowa 50702</u>	Address: <u>501 Sycamore Street, Waterloo, Iowa 50703</u>
Representative: <u>Randy Bennett</u>	Project Officer: <u>Ross Hillsman, P.E.</u>
Phone Number: <u>319-291-4553</u>	Phone Number: <u>319-232-6531</u>
Email: <u>randy.bennett@waterloo-ia.org</u>	Email: <u>Ross.Hillsman@aecom.com</u>

Project Identification: Cattle Congress Lift Station and Force Main

Estimated Start Date*: Fall 2023 Estimated Completion Date: Fall 2024

PLEASE RESPOND TO ALL QUESTIONS	Yes	No
1. Has an engineering report, facilities plan or other information previously been submitted for this project? If Yes: Project Identity: <u>Waterloo - Master Plan</u> Date Submitted: <u>December, 2017</u>	☒	☐
2. Does the project and construction permit application, as submitted, follow the recommendations, design loadings, construction schedule, permit limits, and conclusions of the approved engineering report or facilities plan? If No: Provide the design basis and technical information justifying all changes.	☒	☐
3. Are there three complete sets of plans and specifications accompanying this application? For a minor gravity sewer extension within the meaning of 455B.183.3 Code of Iowa and Design Standard 11.1, two complete sets will be adequate for expeditious approval. For more complex projects, three sets of plans and specifications may be requested.	☒	☐
4. Are approved standard specifications a part of this application? If Yes: Approved Standard Specifications of _____ (municipality or firm): <u>Iowa SUDAS</u> Date Approved: <u>2023</u>	☒	☐
5. Does each set of plans and specifications or engineering report accompanying this application contain a "professional engineering seal" executed in conformance with 542B.16, Code of Iowa? If No: Processing will be delayed pending receipt of applicable design schedules and certified plans, specifications or engineering report.	☒	☐
6. Is this a joint wastewater and water supply project? If Yes: A construction permit application for the water supply project should be submitted separately to the Water Supply Section. A Water Supply permit fee may be required.	☐	☒
7. Is the applicant to provide treatment of effluent resulting from this construction? If No: A Sewage Treatment Agreement executed by the authority providing treatment must accompany this form.	☒	☐
8. Is a new or amended operation permit necessary to use the facilities described in this application? If Yes: A new or amended permit to operate may be requested prior to the receipt of a construction permit.	☐	☒
9. Is any waterline located within 10 feet; or any private or public well, lake, or public recreation area located within 400 feet of the proposed construction? If Yes: Identify and locate the facility(ies) relative to the proposed construction.	☒	☐
10. Will construction inspection be conducted by a licensed engineer employed by the applicant? If No: Name of Engineering Firm Conducting Inspection: <u>AECOM</u>	☒	☐
11. Will this project utilize CWSRF loan funds?	☒	☐

CERTIFICATION

APPLICANT	ENGINEER
I certify that I am the authorized representative of the owner and state that the project identified above is approved by the owner.	I certify that all aspects of the design included in this application conform to applicable standards contained in Chapter 567 IAC 64, or that an explanation and justification for any proposed variations from such standards is attached. I am familiar with the information contained in this application and, to the best of my knowledge, such information is complete and accurate.
Signature _____ Date _____	Signature <u></u> Date <u>2/14/2023</u>
*Estimated Construction Start Date: Complete applications must be submitted at least 120 days in advance of the date for starting construction in accordance with Rules 567 IAC 60.4 and 64.2	

Please complete the Schedule Checklist on the following page of this form.

DOCUMENT CHECKLIST

Identify all categories included in this project. Also, identify schedules attached to this application.

Schedule	Title	Attached	Included in Project	Submittal Date
B	Collection System	☐	☐	_____
C	Lateral Sewer Extension	☐	☐	_____
D	Trunk & Interceptor Sewer	☐	☐	_____
E	Wastewater Pump Station	☐	☒	_____
F	Treatment Project Site Selection	☐	☐	_____
G	Treatment Project Design Data	☐	☐	_____
H1	Schematic Flow Diagram	☐	☐	_____
H2	Treatment Process Loading and Removal Efficiency	☐	☐	_____
H3	Mechanical Plant Reliability	☐	☐	_____
I	Screening, Grit Removal and Flow Measurement	☐	☐	_____
J	Septic Tank System	☐	☐	_____
K1	Controlled Discharge Pond	☐	☐	_____
K2	Aerated Pond	☐	☐	_____
K3	Anaerobic Lagoon	☐	☐	_____
L	Setting Tanks	☐	☐	_____
M	Fixed Film Reactor-Stationary Media	☐	☐	_____
N	Rotating Biological Contactor	☐	☐	_____
O	Aeration Tanks or Basins	☐	☐	_____
P	Gas Chlorination	☐	☐	_____
Q	Sludge Digestion and Holding	☐	☐	_____
R1	Sludge Dewatering and Disposal	☐	☐	_____
R2 (A&B)	Low Rate Land Application of Sludge	☐	☐	_____
R3	Land Application of Sewage Sludge (To be developed)	☐	☐	_____
S	Land Application of Wastewater (To be developed)	☐	☐	_____
	Sewage Treatment Agreement	☐	☐	_____

Identify any categories included in this project which are not provided in the above list of schedules.



IOWA DEPARTMENT OF NATURAL RESOURCES
Wastewater Disposal System Construction Permit
Application Fee Form

CASHIER'S USE ONLY
0945-542-NPDE-CP-0570
32-3202
Owner

Owner Name: City of Waterloo, Iowa

Address: 3505 Easton Avenue

City, State, Zip: Waterloo, Iowa 50702

Project Identification: Cattle Congress Lift Station and Force Main

☒ \$100 Fee enclosed

Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents.

Effective beginning July 1, 2006, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

The fee is \$100 for each application, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules identified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application **received on or after July 1, 2006**.

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Donna Gomm at 515-725-8427 or Donna.Gomm@dnr.iowa.gov

Signature of Owner or Representative: _____

Printed Name: Randy Bennett - City of Waterloo

Telephone or email contact: 319-291-4553

Mail to:

Iowa Department of Natural Resources
Wastewater Engineering Section
502 East 9th Street
Des Moines, IA 50319-0034

SRF Environmental Review Checklist



The following checklist outlines the information needed to start the SRF Environmental Review (ER) Services. Please provide the following to: srf-iup@dnr.iowa.gov
*Environmental Review Services will not be initiated until after all items marked **REQUIRED** are received.

Applicant Name: City of Waterloo, Iowa

Applicant point of contact for environmental review (name): Ross Hillsman, P.E.

Telephone Number: 319-232-6531 Email: Ross.Hillsman@aecom.com

Point of contacts role in project: Engineer

✓ Contact information for other stakeholders in the project: 

City of Waterloo Engineering Department (319-291-4312), National Cattle Congress (319-234-7515),

Electric Park Ballroom (319-233-3050),

US Corps of Engineers' Flood Area Engineer Alex Campbell (alexander.b.campbell@usace.army.mil)

✓ The anticipated construction start date for the proposed project. (Check ALL that apply) 

☒ The anticipated construction start date on the current IUP application is correct.

☐ The anticipated construction start date has changed from the date listed in the IUP application.

• What is the new anticipated construction start date for the project? _____

☒ The proposed project schedule is dependent on other funding source(s).

• Will the construction start date be delayed if other funding is not awarded? ☒ Yes ☐ No

☐ The proposed project schedule is dependent on an existing compliance schedule.

• What is the construction start date listed in the compliance schedule? _____

✓ A description of the current project scope including: what is proposed to be constructed, specific construction methods that will be used, estimated dimensions (length, width, depth) of excavated areas and the proposed construction schedule if construction will be phased (**REQUIRED**). 

The City of Waterloo has experienced Sanitary Sewer Overflows (SSOs) and bypassing during wet weather events, which led to the City being issued a Consent Decree by the EPA and the State of Iowa. Inflow and Infiltration are the primary causes of the SSOs and bypasses. Service Area 15, located in the northwest portion of the sanitary sewer collection and pump system, has been identified as one of the areas that requires attention due to high wet weather flow rates and the condition of the sanitary sewer system infrastructure (including the lift station) in the area. The primary objective of the Cattle Congress Lift Station (CCLS) is to eliminate sanitary sewer and manhole surcharging in the area hydraulically upstream of the CCLS and include provisions for the hook-up of a portable emergency generator. A new CCLS at the location of the existing CCLS, emergency generator provisions and approximately 2,300 linear feet of new force main are proposed. Excavated areas will be about 20' and 40' on either side of the force main and lift station, respectively, depth of an average of 10' and existing wet well depth.

✓ Will an easement be necessary for the construction of the project? ☐ Not applicable

☒ Yes. Please indicate the status of the easement (i.e. existing, proposed, in negotiation, finalized, etc.):

Permanent Easements will be secured for the project.

✓ Landowner permission is required for archaeological survey on private property, if needed. *Please note that archaeological survey will not begin until this permission is obtained. 

☐ Yes, landowner permission has been obtained.

Does the landowner(s) have any specific requests or requirements for archeological work to be conducted?

(for example, before/after harvest)? _____ acres

☒ No, landowner permission has not been obtained at this time.

• When is landowner permission anticipated to be obtained? In progress

- ✓ Indicate if any of the following ancillary impacts will result from the proposed project. (Check ALL that apply; these are *required* to be included on the site sketch)
- ☒ Abandonment or demolition (partial or entire) of existing building/structures
 - ☐ Borrow pits
 - ☒ Staging areas for equipment and materials
 - ☒ Temporary and/or permanent easement areas
 - ☒ Pavement replacement (street, driveway, sidewalk)
 - ☐ New access for roads/utility lines
- ✓ A recent aerial map with the marked boundaries of the project area. The map should also include labeled location(s) of all proposed construction boundaries (include any ancillary impacts listed above as applicable). If a specific area has yet to be defined, please mark a larger area that will include the final project area.
- ☒ An aerial map of the project area map is included **(REQUIRED)**:
 - What is the approximate size of the total project area? 2.0 acres
 - How much of the total project area will be impacted by ground-disturbing (excavation, grading, tree removal, etc.) construction activity? 2.0 acres
 - ☒ A site sketch of the project area map is included with the following **(REQUIRED)**:
 - All locations of ground disturbance and staging areas marked
 - North arrow
 - A minimum of one labeled street
 - ☐ Shape files have been provided (ArcGIS Shape Files including all .cpg, .dbf, .prj, .shp, .shx OR Google Earth .kml/.kmz)
- ✓ Photos with a descriptive caption (include location & direction) of the project area showing current land use and habitat. **(REQUIRED)**
- ☒ Photos with captions are included (digital files are preferred).
- ✓ Indicate which of the following impacts are anticipated as a result of the proposed project. (Check ALL that apply)
- ☒ Demolition, abandonment or rehabilitation of any building/structure over 50 years old. Picture(s) showing the interior and exterior façade of the building/structure should be provided. Provide the following information for each building/structure over 50 years old that will be impacted.
 - What year was the building/structure originally constructed? If the exact year is unknown, provide an estimate **(REQUIRED)**. 1961

If the building/structure is over 45 years old, please answer the following:

 - Picture(s) showing the interior and exterior façade of the building/structure should be provided.
 - What is the visible material(s) of the roof, walls, and foundation? concrete walls & foundation
 - Have any additions or substantial alterations to the building/structure occurred? If so, describe what was done and when. none
 - ☐ Not applicable
 - ☐ Brick sewers or street surfaces will be disturbed by construction activity.
 - ☐ Sewers
 - ☐ Streets
 - ☐ Manholes
 - ☐ Other: _____
 - ☒ Not applicable
 - Has a historic context (including Iowa Site Inventory Forms) been prepared for the brick sewers/street surfaces? ☐ Yes ☒ No
 - Describe any planned steps to minimize adverse effect to the brick sewers/streets.

 ☐ Existing prairie will be disturbed by construction activity. ☒ Not applicable

- How much prairie will be disturbed? _____ acres
- Has a floral study been conducted of the prairie area? ☐ Yes ☐ No
- Describe any planned steps to minimize adverse effect to the prairie.

 ☐ Trees (greater than 4" diameter breast height) will be removed. ☒ Not applicable

- Will tree removal occur between October 1 and March 31 to avoid impacting federally threatened or endangered bat species during the summer maternity period? ☐ Yes ☐ No

 ☐ Wetlands will be disturbed by construction activity. ☒ Not applicable

- How much of the wetland area will be permanently impacted? _____ acres
- What construction method(s) are planned for the crossing? _____
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☐ No

 ☐ Planned stream/creek crossings. ☐ Not applicable

- What is the name of the stream/creek crossing? Cedar River
- What construction method(s) are planned for the crossing? Utilize existing bridge for aerial crossing of force main
- Will excavation activity take place to the bed, bank of the stream/creek? ☐ Yes ☒ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☒ No

 ☒ Planned work within a mapped 100-year flood plain. ☐ Not applicable

- What construction activity is planned within the flood plain? Reconstruction & replacement of existing structures
- What construction method(s) are planned for work within the flood plain? open cut & directional drill
- If ground disturbance will occur, will pre-construction contours be restored after construction activity is completed? ☒ Yes ☐ No
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☒ No

 ☒ Planned work within state or federal owned and/or managed land. ☐ Not applicable

- What construction activity is planned within state/federal land? USACE levee along & crossing
- Has a Joint Application been submitted to determine permit requirements? ☐ Yes ☒ No

**In the interest of keeping your project on schedule, SRF recommends submitting the Joint Application as soon as plans are detailed enough to do so.

 ☐ Farmland will be permanently converted to non-agricultural uses. ☒ Not applicable

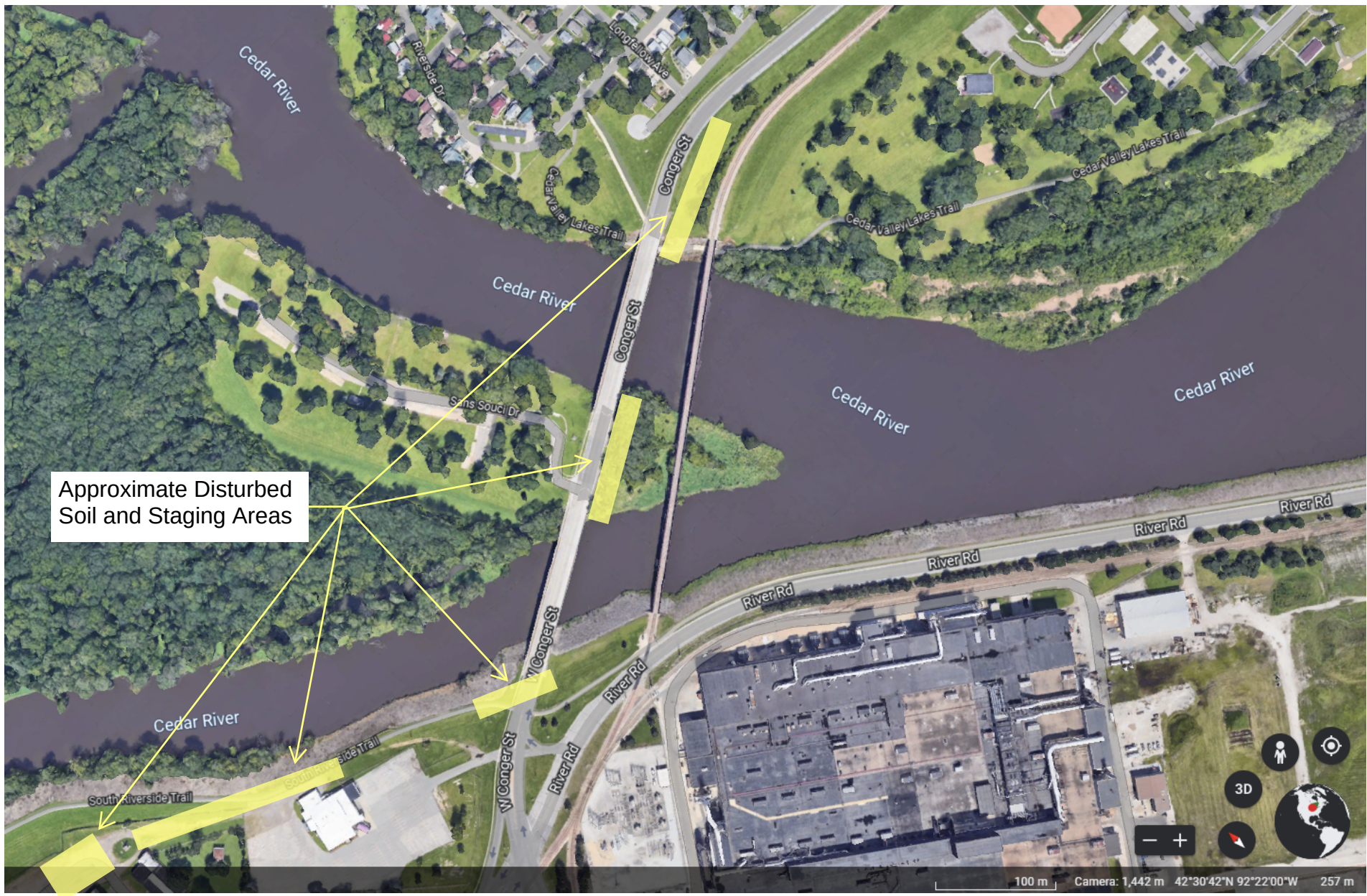
- What is the total size of the farm unit(s) that contains the project area? _____ acres
- How much of the project area has been farmed (managed for a scheduled harvest, haying, pasture or timber activity) more than 5 of the last 10 years? _____ acres
- How much of the project area will be permanently converted from agricultural use as a result of the proposed project? _____ acres

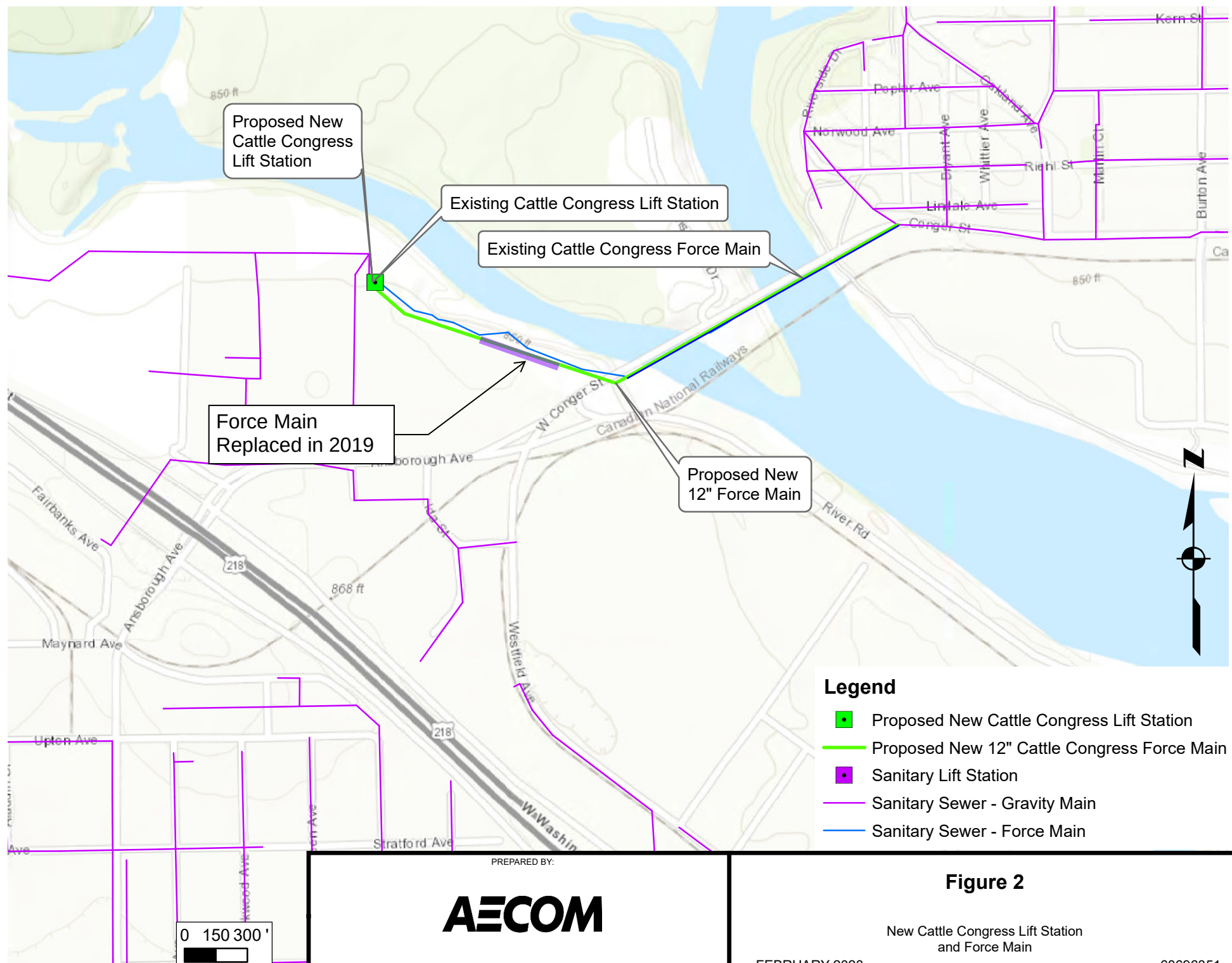
✓ Additional comments: 

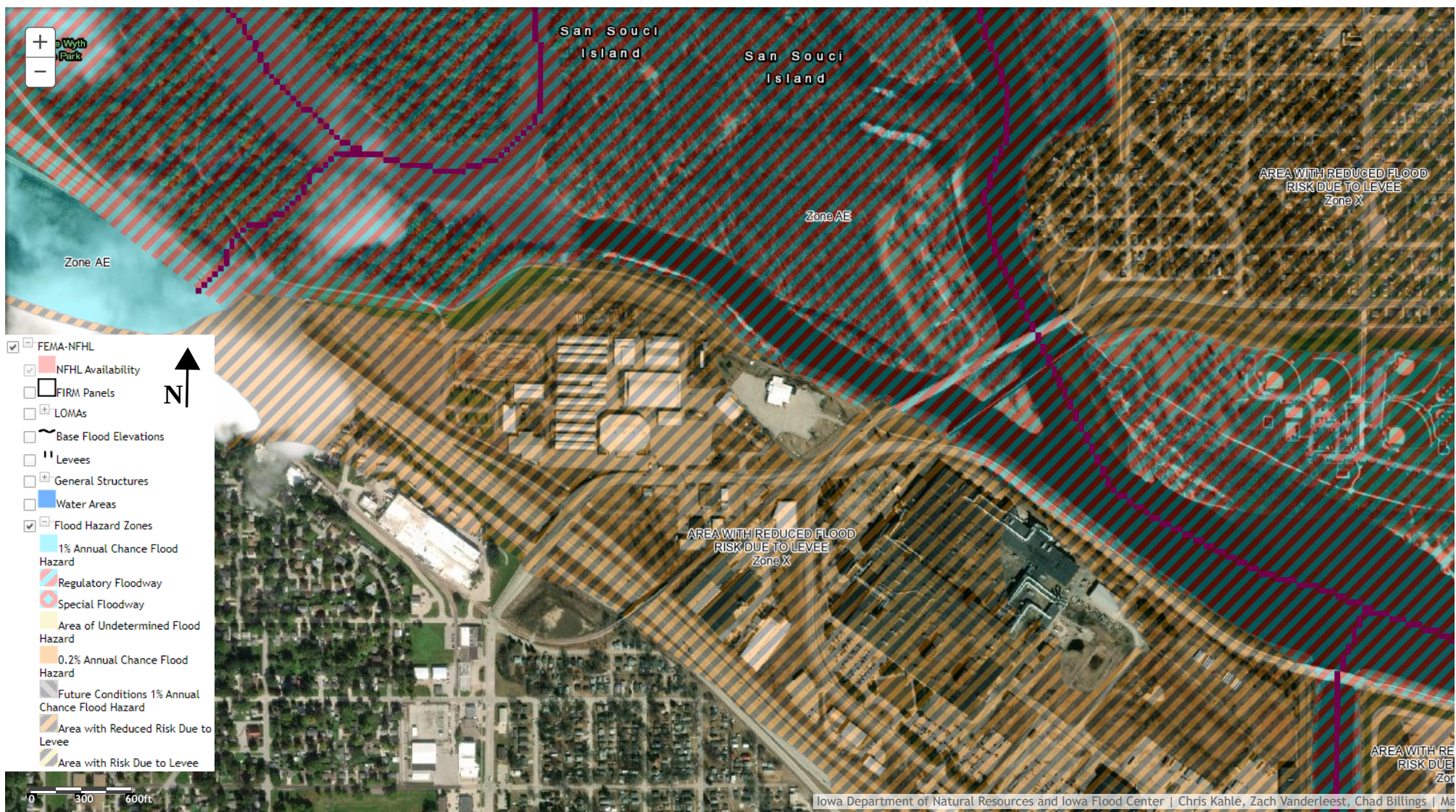
This project is replacing the current sanitary sewer lift station and force main crossing (aerial force main crossing attached to existing bridge) the Cedar River at this location.

Cattle Congress
Force Main Building
(looking south)











- ☒ Iowa DNR
- ☒ USGS Gages
- ☐ Protected Streams (IAC 567 72.50)
- ☒ 100 Year Flood Plain
- ☒ Stream Points



CLEAN WATER STATE REVOLVING FUND INTENDED USE PLAN (IUP) APPLICATION



[Application Packet Checklist](#)
[Application Packet Instructions](#)
[IUP Application Form](#)
[Real Property Assurance Form](#)

The application for inclusion on the Clean Water State Revolving Fund (CWSRF) IUP can be submitted only when the wastewater project is at the right stage of the construction permitting process. This packet outlines the requirements of the permitting process that must be met and includes the materials and information needed to complete the IUP application. Please use the checklist and instructions to make sure your application is complete before submitting it.

APPLICATION PACKET CHECKLIST

A. Construction Permitting Information -- To Be Completed by Applicant		For DNR Use	
Applicant Name	City of Waterloo, Iowa		
1. DNR Number (e.g. W2014-#### or S2014-####)	W2023-0245A	Yes ☐	No ☐
2. DNR Project Manager Name	Larry Bryant, P.E.	Yes ☐	No ☐
3. Project Identification: Cattle Congress Lift Station and Force Main		Yes ☐	No ☐
4. Project Initiation Meeting Held (date)		Yes ☐	No ☐
5. Flows and Loads Concurrence by DNR (date or N/A) If N/A, state reason:	NA	Yes ☐	No ☐
6. Wasteload Allocation Completed (date or N/A – see 5. above)	NA	Yes ☐	No ☐
7. Antidegradation Alternatives Analysis Required (if no, go to 8.)	Yes ☐ No X	Yes ☐	No ☐
7a. Alternatives Analysis Approved by DNR (date or N/A)	NA	Yes ☐	No ☐
8. Three Copies of Certified Facility Plan	Yes X	Yes ☐	No ☐
8a. If Already Submitted (submitted date) Certification Date:		Yes ☐	No ☐
9. Iowa Construction Permit Application Schedule A	Yes X	Yes ☐	No ☐
10. Schedules F and G (if needed for the project) If N/A, state reason:	Yes ☐ N/A X	Yes ☐	No ☐
<i>For DNR Use: The Applicant has followed the DNR Wastewater Construction Permitting Process and the project is eligible to be placed on the IUP pending review of the SRF information requirements.</i> DNR Project Manager: _____ Date: _____			
B. State Revolving Fund Information -- To Be Completed by Applicant		For SRF Use	
11. IUP Application Signed	Yes X	Yes ☐	No ☐
12. DUNS Number Included (note: Form 4700-4 no longer required)	Yes X	Yes ☐	No ☐
13. Property Assurance Form Signed	Yes X	Yes ☐	No ☐
14. SRF Environmental Review Checklist and Attachments Completed and Submitted	Yes X	Yes ☐	No ☐
<i>For SRF Use: The IUP application materials are complete.</i> The application will be placed on the IUP _____ (IUP Year), _____ (IUP Quarter) with CWSRF Number CS1920 _____. DNR SRF Administrative Assistant: _____ Date: _____			

INVESTING IN IOWA'S WATER

CLEAN WATER STATE REVOLVING FUND

INTENDED USE PLAN (IUP) APPLICATION INSTRUCTIONS



ITEMS 1 – 9: Wastewater Permitting

The Clean Water SRF Intended Use Plan Application will only be accepted when Items 1-9 have been completed through the Wastewater Construction Permitting Process of the DNR Wastewater Engineering Section. Please refer to the [Wastewater Permitting Process Manual](#) for detailed information on these steps.

1. **DNR Number (e.g. W2014-#### or S2014-####):** All wastewater construction projects are assigned unique numbers for tracking by DNR. A number beginning with W and the fiscal year indicates a Work Record. A number beginning with S and the fiscal year indicates a Project.
2. **DNR Project Manager Name:** A project manager from the DNR Wastewater Engineering Section is assigned to each project.
3. **Project Identification:** A brief description of the project is required in Design Schedule A, General Information. The project description must fall under the project scope established at the project initiation meeting. An accurate description is necessary because multiple construction contracts may have the same project numbers.
4. **Project Initiation Meeting Held (date):** A project initiation meeting must be held with the DNR, Owner, Consulting engineer (licensed professional engineer), and other parties.
5. **Flows and Loads Concurrence by DNR (date):** If flows and loadings will change due to the project, the DNR Project Manager must concur with the proposed design flows and loadings prior to preparing the Facility Plan.
6. **Wasteload Allocation Completed (date):** If a Wasteload Allocation is required for the project, it must be received by the Owner before preparing the Facility Plan.
7. **Antidegradation Alternatives Analysis Required; 7a. Alternatives Analysis Approved by DNR (date):** If an antidegradation alternatives analysis is required for the project, it must be approved by the DNR Project Manager before the Owner prepares the Facility Plan. If a Facility Plan is submitted prior to DNR approval of Antidegradation Alternatives Analysis, it will not be accepted for review.
8. **Three Copies of Certified Facility Plan; 8a. If Already Submitted (date) and Certification Date:** After completing all applicable planning steps as discussed above, the Facility Plan may be submitted to DNR. If three copies of the Facility Plan have already been submitted, please note the date submitted and certified and do not send additional copies.
9. **Iowa Construction Permit Application Schedule A:** Design Schedule A must be certified by both the Owner and the Consulting engineer (licensed professional engineer). It is required for all wastewater projects. Schedule A must indicate that Clean Water SRF financing will be requested to be considered as part of this IUP application.
10. **Schedules F and G (if needed for the project):** Schedule G provides Wastewater Treatment Plant project design information and Schedule F provides site information for treatment process site selection.

INVESTING IN IOWA'S WATER



ITEMS 11 – 14: Clean Water SRF

11. IUP Application Signed: The Intended Use Plan application must be signed by the Owner's authorized representative.
12. DUNS Number Included: The Dun and Bradstreet Number (DUNS) was collected as part of EPA 4700-4 form. That form is no longer required for SRF applicants. If the Owner does not have a DUNS number, go to <http://fedgov.dnb.com/webform> to request one. While loan recipients no longer have to fill out the 4700-4 form, it is important to note that they are still required to comply with Title VI of the Civil Rights Act of 1964. Title VI provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Property Assurance Form Signed: This form is required whether or not the Owner currently intends to purchase land using SRF funds. Land for siting treatment facilities is an eligible cost as of October 1, 2014.
14. [SRF Environmental Review Checklist](#) and Attachments Completed and Submitted: The ER checklist outlines the information needed to start the SRF ER Services.

Supporting materials may be requested to document funding requests and system needs.

Please include the following items with your application:

- Three official copies of the Facility Plan (unless previously submitted)
- Iowa Construction Permit Application Schedules A (and F and G where applicable).
- Materials included in Exhibit 5: SRF Environmental Review Checklist
- Real Property Assurance Form with authorized signature

Application materials should be sent to:

State Revolving Fund, c/o DNR Wastewater Engineering Section
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

[Quarterly Application Deadlines](#)

For More Information about the Clean Water SRF IUP Application, contact Patti Cale-Finnegan, 515-725-0498 or patti.cale-finnegan@dnr.iowa.gov.

CLEAN WATER STATE REVOLVING FUND

INTENDED USE PLAN (IUP) APPLICATION FORM



This form may be used to apply for inclusion on the project priority list of the Clean Water SRF IUP at the time a complete Facility Plan is submitted. IUPs are developed on an annual basis with quarterly updates as needed. **This form is not an application for a loan.** SRF loan application materials may be obtained at www.iowaSRF.com. The loan application should not be completed until after bids are received.

Instructions:

Complete the requested information in the following sections to the best of your ability. Please print or type the information on the form. If a particular item does not apply to your system, enter n/a for "not applicable." Attach supporting documentation as needed. Keep a copy of the completed application for your records, submit a copy to your engineer, and submit the original signed form to the following address:

State Revolving Fund, c/o DNR Wastewater Engineering Section
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319-0034

Section 1: Applicant and Consulting Engineer Information

Applicant Name:	City of Waterloo, Iowa
Mailing Address:	715 Mulberry Street
City, State, Zip + 4	Waterloo, Iowa 50702
Authorized Representative:	Quentin Hart
Signature:	
Title:	Mayor
Telephone Number:	319-291-4301
E-mail:	mayor@waterloo-ia.org
DUNS Number:	QFUUVJ8QTDN3
Consulting Engineer:	Ross Hillsman, P.E.
Firm:	AECOM
Firm Address:	501 Sycamore Street, Suite 222
City, State, Zip + 4	Waterloo, Iowa 50703
Telephone Number:	319-232-6531
E-mail:	Ross.Hillsman@aecom.com
NPDES Facility No.:	0790001

Section 2: Project Schedule

Anticipated final plans and specifications submittal date:	August 31, 2023
Anticipated construction start date:	Fall 2023 or Spring 2024

Section 3: Brief Project Summary (Attach additional pages if necessary.)

Describe the reasons or the needs for the proposed project: (i.e. specific water quality problem or system improvement)	
The northwest portion of the Waterloo, Iowa sanitary sewer collection and pumping system has been identified as one of the areas that requires attention due to high wet weather flow rates and the condition of the sanitary sewer system infrastructure in the area. The following are the primary objectives of the Cattle Congress Lift Station and Force Main Project: 1.) To replace the aging lift station and force main due to current conditions and upgrade this infrastructure for future conditions. 2.) To install an on-site emergency generator and necessary components. A new lift station and force main are proposed to address these objectives.	
Describe the scope of the proposed project: (i.e., specific solution to the water quality problem, or proposed system improvement)	
The new lift station will be constructed at the location of an existing lift station (Cattle Congress Lift Station). Congress Lift Station currently pumps wastewater toward Conger Street, across the Cedar River and connecting to an 18-inch gravity line at approximately Conger Street and Longfellow Ave. The existing lift station is approximately 12-foot diameter and approximately 27 feet deep, wet pit plus dry pit. A new 2,300 ft. long 12" force main will replace the existing 10" cast iron force main.	
Which other funding programs are you considering to assist in completion of this project?	Check all that apply: ☐ Community Development Block Grant (CDBG) ☐ Rural Development Grant and/or Loan ☐ Reserve Funds ☐ Other: _____
Compliance Status	☐ Has been referred to the Iowa Attorney General ☐ Has received administrative order from DNR ☐ Under compliance schedule in the NPDES permit ☐ Other: _____

Section 4: Project Environmental Outcomes

Primary Impacted Waterbody	NHD Reach Code: Designated Surface Water Uses (e.g. A1, BWW):
Project Will Contribute to Water Quality... (check one)	☐ Improvement X Maintenance ☐ Not Applicable
Project Will Allow the System to... (check one)	☐ Achieve Compliance X Maintain Compliance ☐ Not Applicable
Project Will Allow the System to Address...(check all that apply)	X Existing TMDL ☐ Projected TMDL ☐ Watershed Management Plan

Section 5: Project Cost

Cost Category	Estimated Total Cost in \$	
Legal Expenses		\$10,000
Land and Easements	+	\$20,000
Engineering Planning Fees	+	\$25,000
Engineering Design Fees	+	\$225,000
Engineering Construction Fees	+	\$260,000
Construction	+	\$2,600,000
Equipment	+	
Other:	+	
Other:	+	
PROJECT SUBTOTAL	=	\$3,140,000
Contingencies	+	\$534,000
Planning and design loan proceeds, if rolling into construction loan	+	
Less Any Funds Requested from Other Sources	-	
LOAN SUBTOTAL	=	\$3,674,000
Loan Initiation Fee (Loan Subtotal x .005)	+	\$18,370
TOTAL IUP REQUEST (Round to the nearest \$1,000)	=	\$3,692,000

Section 6: Consultants

Bond Counsel Firm:	Ahlers Cooney
Name of Contact Person:	Kristin Billingsley Cooper
Mailing Address:	100 Court Avenue, Suite 600
City, State, and Zip:	Des Moines, Iowa 50309-2231
Telephone Number:	515-246-0330
Email Address:	kcooper@ahlerslaw.com

Municipal Advisor Firm:	Speer Financial, Inc.
Name of Contact Person:	Maggie J. Burger
Mailing Address:	531 Commercial Street, Suite 608
City, State, and Zip:	Waterloo, Iowa 50701
Telephone Number:	319-291-2077
Email Address:	mburger@speerfinancial.com

Please provide these contacts if known at the time of application. The requirement to engage a [Municipal \(Financial\) Advisor](#) is new to SRF for projects starting in fiscal year 2015.

Section 7: Acquisition of Property by SRF Applicants

U.S. ENVIRONMENTAL PROTECTION AGENCY
ASSURANCE WITH RESPECT TO REAL PROPERTY ACQUISITION
OF TITLE III OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY
ACQUISITION POLICIES ACT OF 1970 AS AMENDED

The City of Waterloo (Applicant) hereby assures that it has authority under applicable State and local law to comply with Section 213 of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, 84 Stat. 1894 (42 U.S.C. 4601) as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, Title IV of Public Law 100-17, 101 Stat. 246-256 (42 U.S.C. 4601 note) and 49 CFR 1.48(cc); and certifies, assures and agrees that, notwithstanding any other provision set forth in the application:

1. For projects resulting in the displacement of any person:

a. It will adequately inform the public of the relocation payments and services which will be available as set forth in Subparts A, C, D and E of 49 CFR 24.

b. It will provide fair and reasonable relocation payments to displaced persons as required by Subparts D and E of 49 CFR 24.

c. It will provide a relocation assistance program for displaced persons offering services described in Subpart C of 49 CFR 24.

d. Comparable replacement dwellings will be available pursuant to Subpart F of 49 CFR 24, or provided if necessary, a reasonable period in advance of the time any person is displaced.

e. In acquiring real property, it will provide at least 90 days written notice to each lawful occupant of real property acquired, stating the date such occupant is required to move from a dwelling or to move his business or farm operation.

2. For projects resulting in the acquisition of real property:

a. It will fully comply with the requirements of Subpart B of 49 CFR 24.

b. It will adequately inform the public of the acquisition policies, requirements and payments which apply to the project.

c. It will make every effort to acquire real property expeditiously through negotiation.

d. Before the initiation of negotiations it will have the real property appraised and give the owner or his representative an opportunity to accompany the appraiser during inspection of the property, except as provided in 49 CFR 24.102(c)(2).

e. Before the initiation of negotiations it will establish an amount which it believes to be just compensation for the real property, and make a prompt offer to acquire the property for that amount; and at the same time it will provide the owner a written statement of the basis for such amount in accordance with 49 CFR 24.102.

f. Before requiring any owner to surrender possession of real property it will pay the agreed purchase price; or deposit with the court, for the benefit of the owner, an amount not less than the approved appraisal of the fair market value of the property; or pay the amount of the award of compensation in a condemnation proceeding for the property.

g. If interest in real property is to be acquired by exercise of the power of eminent domain, it will institute formal condemnation proceedings and not intentionally make it necessary for an owner to institute legal proceedings to prove the fact of the taking of this real property; and

h. It will offer to acquire the entire property, if acquisition of only part of a property would leave its owner with an uneconomic remnant.

References to 49 CFR are citations to Title 49, Code of Federal Regulations, Part 24, published in the Federal Register Vol. 54, No. 40, March 2, 1989.

This document is hereby made part of and incorporated in any contract or agreement, or any supplements and amendments thereto, relating to the above-identified application and shall be deemed to supersede any provision therein to the extent that such provisions conflict with the assurances or agreements provided therein.

City of Waterloo
(Legal Name of Applicant)

By
(Signature of Authorized Representative)

(Date)

PRELIMINARY ENGINEERING REPORT
FACILITY PLAN
CATTLE CONGRESS LIFT STATION & FORCE MAIN
CITY OF WATERLOO, IOWA

PREPARED FOR:
CITY OF WATERLOO, IOWA

PREPARED BY:
AECOM

FEBRUARY 2023

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.
	 _____ ROSS A. HILLSMAN, PE
	February 14, 2023 _____ Date
	License No. <u>12985</u>
	My license renewal date is December 31, 2024.
	Pages or sheets covered by this seal: <u>ALL</u> _____ _____
	Date Issued: _____

TABLE OF CONTENTS

EXECUTIVE SUMMARY	ES-1
INTRODUCTION.....	1
PURPOSE.....	1
SCOPE.....	2
EXISTING CONDITIONS AND PROJECTIONS.....	2
PLANNING PERIOD	2
POPULATION	2
EXISTING CONDITIONS.....	3
ALTERNATIVES AND DESIGN CRITERIA	5
ALTERNATIVES	5
DESIGN CRITERIA.....	5
ENVIRONMENTAL ASSESSMENT	7
COST EVALUATION	8
ECONOMIC CONDITIONS AND FINANCING	8
RECOMMENDATIONS.....	9
IMPLEMENTATION SCHEDULE	9

LIST OF FIGURES

Figure 1:	Project Location.....	1
Figure 2:	Population Growth.....	2
Figure 3:	Existing Cattle Congress Lift Station.....	4

APPENDIX 1 -	TECHNICAL MEMORANDUM: MODELING FLOWS TO CATTLE CONGRESS LIFT STATION
APPENDIX 2 -	2019 10-INCH FORCE MAIN REPAIR PLANS
APPENDIX 3 -	PROPOSED CATTLE CONGRESS LIFT STATION DRAWINGS
APPENDIX 4 -	ASSESSMENT OF THE LIFT STATION – March 9 and July 26, 2016, TECH MEMO Titled: 9-26-16 Memo – Review of 5 SS Lift Stations
APPENDIX 5 -	OPINION OF PROBABLE CONSTRUCTION COSTS

EXECUTIVE SUMMARY

The City of Waterloo, Iowa, (City) is the sixth largest city in Iowa and is located along the Cedar River in northeastern Iowa. The City operates a wastewater collection system that is comprised of approximately 400 miles of sanitary sewers; 9,300 sanitary manholes; 46,240 linear feet (LF) of force mains; and 26 lift stations. In October 2016, the City was issued a Consent Decree by the Environmental Protection Agency (EPA) and the State of Iowa to address Sanitary Sewer Overflows (SSOs) and sewer bypasses that the City has experienced. The collection system is classified by Service Area (SA), with SAs totaling fifteen (15). The collection system and the treatment plant are operated by the City of Waterloo Waste Management Services Department (WMSD).

One of the requirements of the Consent Decree is the City of Waterloo must study the wastewater collection and pumping systems and prepare a Master Plan of improvements to the system, as Described in Appendix 9 of the Decree. The Master Plan was to include: results of the Sanitary Sewer and Pumping Stations Condition Assessment, results of the Hydraulic Model, results of the Sanitary Sewer and Pumping Stations Capacity Assessment, specific remedial measures the City will undertake to address significant structural issues in the Sanitary Sewer System identified by the Condition Assessment, specific remedial measures the City will undertake to ensure that there is adequate capacity in the Sanitary Sewer System as defined by the Capacity Assessment, schedule for implementation of remedial measures in accordance with the Schedule of Remedial Measures requirements contained in the Decree, giving priority to actions which will address known SSO building backups and prohibited bypasses, and estimated capital, operation and maintenance (O&M) and present-value costs for each identified remedial measure.

The December 2017 Waterloo Sanitary Sewer Master Plan (Master Plan) included the items listed above in detail and included proposed projects, not all of them making it to construction. The Master Plan originally included a Northwest Interceptor project; however, this major line was not constructed due to other projects taking priority. The original plan for the Cattle Congress Lift Station, which was based on the Northwest Interceptor project, was to be redesigned to take into account existing infrastructure and future development. This redesign is what is being discussed here.

Per the Master Plan, the Northwest Interceptor was considered to be a high-priority project to be built between 2018 and 2020. These anticipated dates, along with other project details, can be found on Table 11-1 of the Master Plan. Prior to bidding and construction of the interceptor project, the City began having success with other efforts to reduce overflows in SA15 and SA16 and was able to push back the timeline to have this built. This additional time allowed the City and the EPA to revisit the need for this project and focus on higher priority work, such as in the US Highway 63 corridor. This re-evaluation has led to the elimination of the Northwest Interceptor project from the Master Plan and an adjustment to the plan for the Cattle Congress Lift Station.

The current Cattle Congress Lift Station is a wet pit plus dry pit type wastewater pumping station originally constructed in 1961. The lift station's two (2) centrifugal pumps have the capacity of approximately 1,075 and 1,003 gpm. This lift station pumps wastewater, via a force main, across the Cedar River to a manhole near Conger Street and Longfellow Avenue, then onto the Park Road Lift Station by a gravity sewer system. The existing lift station is not equipped with an emergency generator or the ability to connect to a portable emergency generator.

The Cattle Congress Lift Station and Force Main were rated as "severe" in the 2017 Sanitary Sewer Condition Assessment Report due to aging and deterioration. The Master Plan called for this project to be completed in the 2021-2023 timeframe (see Table 11-2 of the Sanitary Sewer System Master Plan, December 2017). The lift station project has been delayed due to projects of higher priority. The Cattle Congress Lift Station will need to be redesigned with the elimination of the Northwest Interceptor project. This redesign replaces the existing wet pit/dry pit type pumping station with a wet pit only station served by

three (3) submersible pumps, to accommodate existing and future flows, as well as components to allow for an emergency generator.

The following are the primary objectives of the project:

- 1) To replace the aging lift station and force main due to current conditions and upgrade this infrastructure for future conditions.
- 2) To install an on-site emergency generator and necessary components.

A new lift station and force main are proposed to address these objectives. The new lift station will be constructed at the location of the existing Cattle Congress Lift Station. The Cattle Congress Lift Station currently pumps underground up to the Cedar River and then crosses the Cedar River via a 10-inch force main that is hung under the Conger Street bridges and buried along Conger Street within San Souci Island. It continues to an 18-inch line and then to a 36-inch gravity sanitary sewer in SA10. The new lift station will be sized at approximately a 12-foot diameter and approximately 20 feet deep, with a conventional valve vault, flow meter pit, and air release manhole.

The total anticipated cost of the project is approximately \$3,674,000.00.

This project is scheduled to begin in the fall of 2023, with anticipated completion in the fall of 2024 or spring of 2025.

INTRODUCTION

PURPOSE

The City of Waterloo, Iowa, (City) operates a wastewater collection system that is comprised of approximately 400 miles of sanitary sewers, 9,300 sanitary manholes, 46,240 linear feet of force mains, and 26 lift stations. The flows collected are treated at the City's Water Pollution Control Facility under National Pollutant Discharge Elimination System (NPDES) Permit No. 0790001. The collection system is classified by Service Area (SA), with SAs totaling fifteen (15). The collection system and the treatment plant are operated by the City of Waterloo Waste Management Services Department (WMSD).

The City has experienced SSOs and bypassing during wet weather events, which led to the City being issued a Consent Decree (CD) by the EPA and the State of Iowa. Inflow and Infiltration (I&I) are the primary causes of the SSOs and bypasses.

SA15, located in the northwest portion of the sanitary sewer collection and pumping system, has been identified as one of the areas that requires attention due to high wet weather flow rates and the condition of the sanitary sewer system infrastructure in the area. The Cattle Congress Lift Station and Force Main were rated as "severe" in the 2017 Sanitary Sewer Condition Assessment Report due to aging and deterioration. The Cattle Congress Lift Station will need to be redesigned and will include replacing/upgrading two pumps, installation of one additional pump to accommodate existing and future flows, and installation of components to allow for an emergency generator.



FIGURE 1: Project Location

The Cattle Congress Lift Station Basin is located in the northwest part of Waterloo (approximate location can be found in Figure 1 as well as in the in the Technical Memorandum in Appendix 1). The purpose of this project is twofold:

- 1) To replace the aging lift station and force main due to current conditions and upgrade this infrastructure for future conditions.
- 2) To install an on-site emergency generator and necessary components.

In April of 2019, a 10-inch force main break was found on the line that carries wastewater from the Cattle Congress Lift Station across the Cedar River to the collection system. The break was approximately 80 feet northwest of Conger Street and 130 feet southwest of the Conger Street Bridge over the Cedar River. The emergency repair on the force main included the installation of approximately 348 linear feet of new 10-inch force main to replace the failed force main. The force main repair is comprised of approximately 223.2 linear feet of PVC 10-inch force main and 124.4 linear feet of ductile iron 10-inch force main. Details of this repair can be found in Appendix 2.

A new Cattle Congress Lift Station, at the location of the existing Cattle Congress Lift Station, emergency generator provisions, and a new 1,300-foot long (approximately) force main are proposed to meet the

objectives detailed above. The new force main will be located on either side of the segment replaced in 2019. Preliminary plans in Appendix 3 show the proposed new construction.

SCOPE

The scope of the project is to install a new lift station and force main, including on-site emergency generator to the Cattle Congress Lift Station in northwest Waterloo.

EXISTING CONDITIONS AND PROJECTIONS

PLANNING PERIOD

Since lift stations and associated facilities are typically intended to have a 20-year design life, the planning period for the improvements will be 20 years for a design year of 2044, with the intent of the new infrastructure being operational by 2024.

POPULATION

The 2020 population of the City of Waterloo was 67,314. Figure 2 below shows the population growth projected for the City. The construction year 2024 is estimated to be approximately 69,814 people and the design year 2044 population is estimated to be approximately 72,292.

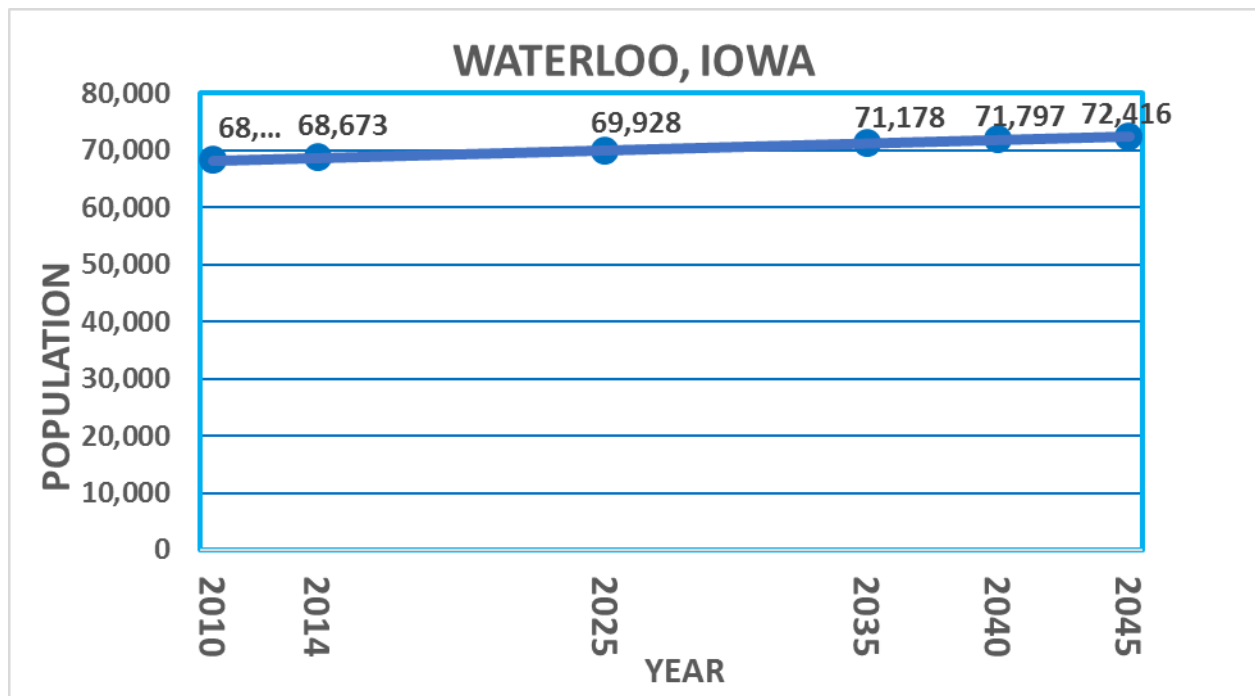


FIGURE 2: Population Growth

EXISTING CONDITIONS

The Cattle Congress Lift Station is located at 100 Rainbow Drive on the north edge of the National Cattle Congress complex in the west central portion of the City.

The Cattle Congress Lift Station is a wet pit plus dry pit type wastewater pumping station originally constructed in 1961. Two (2) centrifugal pumps mounted on the base of the dry pit are connected by long shafts to vertical turbine motors located on the ground level floor of the pumping station. The pump motors are located on the operating (higher) deck, whereas the pumps are located at the bottom of the pit with a long shaft connecting the motor and the pump.

The following are observations from the site inspectors. These observations are also found in the Memo titled Review of 5 Sanitary Sewer Lift Stations, 2016 in Appendix 4.

Site Observations: The lift station is built up on a mound; therefore, drainage is not an issue. Access is also mostly via paved roads through the Cattle Congress grounds. The access stairs going up the mound are damaged.

Valves and Piping: Pump discharge piping for each pump is 8-inch ductile iron. The majority of the piping and valves show severe corrosion. In one location, the City, in an emergency repair, added a 6-inch in lieu of an 8-inch for a short section leaving the lift station.

Pumps: The pumps have been rebuilt multiple times over the years. They appear to be in normal working order from the exterior.

Wet Well: The visible parts of the concrete in the wet well appear to be in sound condition. The very top of the wet well shows some exposed aggregate. The condition of the section is such that it does not pose an immediate structural concern. It is recommended to periodically monitor the section to assess any changes in condition. There is an old trash basket that is inoperable and severely corroded within the wet well.

Dry Pit and At-Grade Structures: The wet well does not have an at-grade structure. The dry well is housed in a structure consisting of precast concrete panels. There is cracking at a lower corner and exterior slab. Some of the concrete drainage patch on the exterior slab is spalled.

All metal components within the structure are corroded. The metal stairs going down into the dry pit are showing severe corrosion and section loss of the support channels and railings. These and other corroded members should be replaced or supplemented with new members soon. The structural beams within the dry pit are also delaminated and severely corroded in spot locations. Consideration should be given to replace or supplement these members with new members in the future.

Other Items: A bypass discharge manhole is not available in this area in the event of pump failure. The discharge force main piping has also been replaced just outside of the lift station. The repair was made using concrete collars.

Based on VoluCalc flow monitoring equipment readings, Pump No. 1 has a capacity of approximately 1,075 gpm and Pump No. 2 has a capacity of approximately 1,003 gpm. The original cast iron pipe (CIP) force main (approximately 2,814 feet in length) was used to convey wastewater from the pumping station to a manhole on the gravity sewer system near the intersection of Conger Street and Burton Avenue. From that location, the wastewater flows by gravity to the Park Road Lift Station. The existing lift station is not equipped with an emergency generator or the ability to connect to a portable emergency generator. The existing Cattle Congress Lift Station is shown in Figure 3 below.

In 2019, an emergency repair was made to the force main near the Cattle Congress Lift Station. As can be seen on the drawings in Appendix 2, approximately 125 LF of DIP and 224 LF of PVC replaced 310 LF of the original cast iron 10-inch force main. Additional photos of the existing lift station can be found in the 2016 review of five SS Lift Stations found in Appendix 4.



FIGURE 3: Existing Cattle Congress Lift Station

ALTERNATIVES AND DESIGN CRITERIA

The alternatives developed for the project and design criteria of the selected alternative are detailed below.

ALTERNATIVES

- 1) Continue With Existing Conditions: The Cattle Congress Lift Station was constructed in 1961 and is, therefore, over 60 years old, in disrepair and in need of being replaced. This alternative was not given further consideration.
- 2) Replacement of Existing Lift Station, Along with New Force Main: This alternative involves the replacement of the existing lift station with a new lift station. It is proposed that the new Cattle Congress Lift Station will consist of a new wet well pumping station containing a set of three (3) submersible pumps. A valve pit for isolating each pump for service and for the installation of check valves to prevent backflow will be installed adjacent to the wet well. In addition, an air release manhole will be constructed to prevent surging in the line. A typical wet well type lift station containing submersible pumps can be found in Appendix 3. The new Cattle Congress Lift Station will also include provisions for a new on-site emergency generator.

This alternative was selected and is discussed in detail in the following sections.

DESIGN CRITERIA

Wastewater arriving at the National Cattle Congress Lift Station will continue to be pumped across the Cedar River through the new 12-inch force main which replaces the existing 10-inch force main, except for the portion of the force main replaced in 2019.

Waterloo's WMSD provided VoluCalc data from 2019 to 2022. These values were utilized to see trends, peaks and to calculate flow rates for the flow model. For purposes of this report, flow rates were based on the flow definitions within the Iowa Standards (Chapters 12, 13 and 14). These flow rates are as follows:

- *Average Dry Weather (ADW) Flow* – the daily average flow when the groundwater is at or near normal and runoff is not occurring. The period of measurement for this flow should extend for as long as favorable conditions exist, up to 30 days if possible.
- *Average Wet Weather (AWW) Flow* – the daily average flow for the wettest thirty (30) consecutive days for mechanical plans or for the wettest 180 consecutive days for controlled discharge lagoons.
- *Maximum Wet Weather (MWW) Flow* – the total maximum flow received during any 24-hour period when the groundwater is high and runoff is occurring.
- *Peak Hourly Wet Weather (PHWW) Flow* – the total maximum flow received during one hour when the groundwater is high; runoff is occurring; and the domestic, commercial and industrial flows are at their peak. The domestic/commercial peak hour flow shall be based on actual monitoring information, or the use of a peaking factor determined by the use of Appendix I, Chapter 12. The runoff flow component shall be adjusted to the storm event of two inches of rainfall in one hour.

The peak hourly wet weather flow shall be used to evaluate the effect of hydraulic peaks on the design of pumps, piping, clarifiers, and other flow sensitive aspects.

Initial low-flow conditions must be evaluated in the design stage to minimize operation problems with freezing, septicity, flow measurements and solids dropout.

The design estimates are as follows:

Average Dry Weather flow is calculated from the average of September 2020, August 2021 and September 2022 monthly averages.

Current Average Dry Weather Flow Rate 180 gpm

A decision was made to locate and utilize the wettest month of the data, which is June of 2020, for the Average Wet Weather Flow Rate. This value is greater than the average of the three wettest months within the data and will therefore ensure that the design will be able to accommodate similar months in the future.

Current Average Wet Weather Flow Rate 349 gpm

Within the data provided, June 22, 2020, was the wettest day with the highest flow of 1,575,945 gallons in total volume for the day. The peak hourly rate, based on the average inflow, is 1,094 gpm,

Current Maximum Wet Weather Flow Rate 1,094 gpm

Use of the Station column in the data set shows the pumps were pumping 63% of the day. Per the data in the Master Plan (page D-15 of Appendix D), the pumps can pump a maximum of slightly more than 1000 gpm. Historically, the Peak Hourly Wet Weather Flow was found to be 1,737 gpm on June 22, 2020. The pump station was not being bypassed and there were no SSOs during this rain event.

Current Peak Hourly Wet Weather Flow Rate 1,737 gpm

The 2015-2016 flow model was updated and run with existing conditions but without plans for a Northwest Interceptor or plans to demolish the Hackett Road Lift Station. The Model was used to confirm the legitimacy of the VoluCalc data and, moving forward, the VoluCalc values were utilized in further evaluation.

Flow System: The upstream end of the proposed improvements is a new lift station located at the site of the existing Cattle Congress Lift Station and Force Main flowing away from the station. Shortly after crossing the Cedar River, the flow becomes gravity flow which will connect to the sanitary sewer network, making its way to the treatment facility. This is the same as the existing lift station and force main and gravity flow lines.

The existing flow downstream of the Cattle Congress Lift Station is within a 10-inch cast iron force main, with the exception of the 2019 repairs. Flow continues across the Cedar River, connecting to an 18-inch gravity line at approximately Conger Street and Longfellow Avenue. From this connection, a 36-inch gravity RCP continues to the manhole at Conger Street and Broadway.

The proposed new lift station and force main alignment is shown in Appendix 3.

System Sizing: As mentioned above, actual measured flows and values calculated by the model were utilized in the final design of the new lift station and force main. The model was developed using XP-SWMM and includes sanitary sewers of 8 inches and larger in diameter. The model was calibrated to dry and wet weather monitoring events, and the system performance was then analyzed under 10-year, 6-hour event based storms. The full scope and details of the analysis can be found in the Technical Memorandum in Appendix 1.

New Pumping Station: The location of the current Cattle Congress Lift Station is the recommended location for the new lift station. The standard details found in Appendix 3 show the key components of the

existing system. The approach for construction of this lift station includes keeping the existing lift station in service during construction activities of the new lift station.

The current 10-foot diameter Cattle Congress Lift Station has two (2) pumps with a rated capacity of approximately 1,075 and 1,003 gallons per minute (GPM). The existing lift station has adequate capacity for the current flows; however, it is past its useful life and requires reconstruction due to corrosion, spalling, and other deterioration. The new lift station is designed to accommodate estimated future flows and potential wet weather events.

The new lift station will be sized to house three (3) pumps with variable frequency drives (VFDs) to accommodate the flow ranges anticipated at the lift station.

The lift station will pump future PHWW flow of approximately 1,736.5 gpm with any one pump out of service. The proposed lift station is sized to be a 12-foot diameter and approximately 28 feet deep, depending on final ground elevation of the wet pit. A conventional valve vault, flow metering pit, and air release manhole are also proposed as part of the improvements. A preliminary layout of the proposed lift station is included in Appendix 3.

The static head between the lift station and the discharge location into an 18-inch gravity line near the intersection of Conger Street and Longfellow Avenue is approximately 28.5 feet. The length between the two points is approximately 2,852 feet. The pumps will need to be sized to overcome the 53.5-foot static head and the friction losses (dynamic head) over the flow range(s) anticipated for the area served.

Based on the preliminary pump selection, it appears that there is a need for pumps in the range of 20-30 horsepower to serve the flows projected at the new Cattle Congress Lift Station.

The lift station will be sized for three pumps, with one as a stand-by. The new lift station will include controls, alarms and stand-by power. The alarms will be connected to the Supervisory Controls and Data Acquisition (SCADA) system at the WMSD for monitoring purposes. Alarm conditions will be sent to the WMSD; however, it is not intended that the operation of the lift station will be done remotely.

The force main sizing will be coordinated with the actual pump selection; however, for purposes of this report, we accepted a 12-inch force main. This sizing provides adequate velocities for maintaining solids in suspension under most flow conditions without creating excessive head loss in the system.

The force main will carry the flow from the new lift station to 18-inch and 36-inch diameter gravity sewer lines upstream of the Park Road Lift Station.

The majority of the force main is proposed to be constructed within the National Cattle Congress campus and along the Cedar River. Permanent easements will be secured for the project. The figures included in Appendix 3 show the routing of the proposed pipe. The final alignment considered the current developments and utilities; and there is sufficient area to accommodate the force main through the corridor. Additional easements are not anticipated.

ENVIRONMENTAL ASSESSMENT

A majority of the project lies in previously disturbed areas in the form of road right-of-way.

Construction will disturb existing lands, but a majority of those will be replaced back to their original condition after the project is complete. The majority of the work is below-grade piping, with minimal to no above-grade construction, with the exception of the lift station and associated structures.

A review of the National Wetlands Inventory maps for the area does not indicate the presence of wetlands. Despite this, any areas that constitute storm water drainage or show higher-than-usual water retention shall be bored under without impacting surface characteristics within the area.

Other environmental impacts are also anticipated to be minimal. Vegetation removed as part of the project will be addressed via installation of erosion stone and seeding onto erosion control blankets after the subgrade work is complete. Storm water erosion during construction will be managed via silt fences.

No major impacts, other than those typically associated with this type of construction, are anticipated with regard to water quality, soils, geology or air quality.

COST EVALUATION

A preliminary opinion of cost was developed for the project and is included in Appendix 5. Preliminary costs, including construction cost, legal and engineering fees, for the project were estimated at \$3,674,000.

ECONOMIC CONDITIONS AND FINANCING

According to the US Census Bureau, the median household income for Waterloo, Iowa, is \$46,942, with per capita income at \$27,704 (2020 dollars).

The current sewer system has approximately 70,000 connections. The collection system is funded via use fees established by the City of Waterloo City Council.

There are multiple options that may be used for funding the project. These include, but are not limited to, General Obligation (GO) Bonds, Sewer Revenue Bonds, United States Department of Agriculture (USDA), Community Development Block Grant (CDBG), Special Assessments, and the Clean Water State Revolving Fund (CWSRF).

The City is in the process of developing an application to apply for the CWSRF loan; this facility plan will be part of that application. The CWSRF is a loan program administered by the Iowa Finance Authority and the Iowa DNR. SWSRF loan funds can be used by municipalities and sanitary districts to finance the design and construction of publicly owned wastewater treatment and conveyance improvements. The CWSRF offers low interest loans (currently at 1.75%). The loans are similar to revenue bonding since user charge revenues are normally used to secure the loan. In addition to the interest, the loans have an initiation fee of 0.5% of the loan agreement amount and a servicing fee of 0.25% of the outstanding loan principal. Each loan must be secured by a bond to assure parity with other local debt. This bond can either be a Revenue Bond or a GO Bond. For revenue-secured loans, the coverage requirement is 110% of the amount needed for debt. The improvements will likely be funded in the long term (SRF loan installments) using the Waste Management Services budget.

As mentioned previously, the cost for the project is anticipated to be approximately \$3,674,000. A more detailed estimate can be found in Appendix 5.

RECOMMENDATIONS

Based on the analysis provided here, it is recommended that the City proceed with the installation of a new lift station and force main to replace the aging infrastructure to ensure proper operation of the system and prevent maintenance failures.

IMPLEMENTATION SCHEDULE

The project is scheduled to begin in the fall of 2023, with anticipated completion in the fall of 2024 or spring of 2025.

APPENDIX 1

TECHNICAL MEMORANDUM: MODELING FLOWS TO CATTLE CONGRESS LIFT STATION

TECHNICAL MEMORANDUM

To	Ross Hillsman, PE	Page	Page 1 of 9
CC			
Subject	Modeling Flows to Cattle Congress Lift Station Waterloo, Iowa		
From	John Lapointe, SinHong Lin		
Date	February 6, 2023		

I. BACKGROUND INFORMATION

The City of Waterloo, Iowa, (City) is the sixth largest city in Iowa and is located along the Cedar River in northeastern Iowa. The City operates a wastewater collection system that is comprised of approximately 400 miles of sanitary sewers; 9,300 sanitary manholes; 46,240 linear feet (LF) of force mains; and 26 lift stations. In October 2016, the City was issued a Consent Decree by the Environmental Protection Agency (EPA) and the State of Iowa to address Sanitary Sewer Overflows (SSOs) and sewer bypasses that the City was experiencing.

The Consent Decree, executed in 2016, required that the City of Waterloo study its wastewater collection and pumping systems and prepare a Master Plan of improvements to the system. The City of Waterloo commissioned AECOM Technical Services, Inc., (AECOM) to prepare the Sanitary Sewer System Master Plan. The completed Master Plan was submitted to EPA/IDNR/IDOJ in December 2017.

II. SERVICE AREAS 15 AND 16

The Waterloo collection system, operated by the City of Waterloo Waste Management Services Department (WMSD), is classified by Service Area (SA). The collection system has a total of 15 Service Areas.

The Master Plan notes that SA15 and SA16, located in the northwest portion of the sanitary sewer system, requires attention due to high wet weather flow rates (with associated SSOs, building backups and prohibited discharges) and the overall condition of the sanitary sewer collection and pumping systems in those areas.

A 4-pronged approach to reducing SSOs, building backups and prohibited discharges in SA15 and SA16 was presented in the Master Plan. The components of this approach included:

- 1) Foundation Drain Removal Program**
Conducting a Foundation Drain Removal Program in SA15 and SA16.
- 2) Cured-In-Place Pipe (CIPP) Program**
Rehabilitation of sewer pipes in SA15 and SA16 using Cured-In-Place Pipe (CIPP) technologies.
- 3) Hackett Road Lift Station**
Demolition of the existing Hackett Road Lift Station, after the Northwest Interceptor is completed, and wastewater flow originally pumped by the Hackett Road Lift Station could flow by gravity to the Wastewater Treatment Facility (WWTF).
- 4) Northwest Interceptor**
Construction of the Northwest Interceptor, which would extend the existing West Side Interceptor serving the central portion of the City on the west side of the Cedar River in a northwesterly direction to a location near the existing Hackett Road Lift Station in SA15.

1) Foundation Drains Removal Program

In 2014, the City implemented a targeted footing drain removal program in SA15 and SA16 to reduce SSOs, building backups and prohibited bypasses occurring in those areas. According to Waterloo Building Inspections Department records, the number of “passed” properties was approximately 3,336 through 2018. Over 83% of properties were determined to be “passed.” A “passed” property is one which either does not have a foundation drain system or has a foundation drain system which does not discharge to the sanitary sewer system but instead discharges to the ground surface outside the building or to a nearby storm sewer.

Figure 1 below identifies properties which had foundation drains removed from November 2014 to March 2018 in SA15 and SA16.

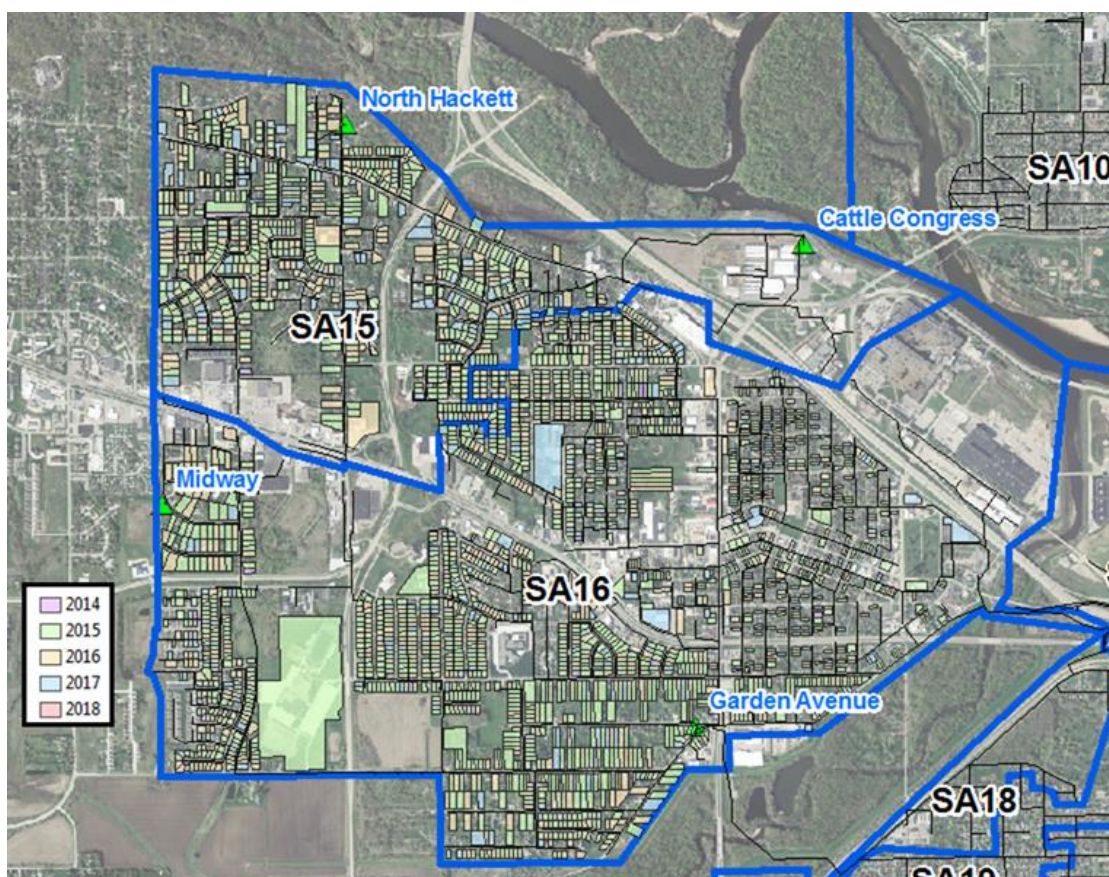


Figure 1: Properties with Foundation Drains Removed from 2014 to 2018 in SA15 and SA16

Table 1 shows the number of foundation drains removed in SA15 and SA16 from the beginning of the program in November 2014 through March 2018.

TABLE 1
SUMMARY OF FOUNDATION DRAIN REMOVAL IN SA15 AND SA16

Footing Drain Removal Program between 2014 and 2018										
	SA15					SA16				
	2014	2015	2016	2017	2018	2014	2015	2016	2017	2018
January	0	18	13	0	0	0	106	21	13	0
February	0	32	17	2	0	0	100	35	5	0
March	0	59	15	6	0	0	135	49	14	1
April	0	44	15	4		0	101	43	4	
May	0	29	21	2		0	102	59	12	
June	0	26	20	2		0	112	55	3	
July	0	21	33	0		0	62	84	7	
August	0	33	24	7		0	85	83	16	
September	0	28	23	4		0	62	51	15	
October	0	16	12	14		0	46	49	24	
November	0	8	5	15		1	41	30	36	
December	4	11	14	38		24	51	32	73	

2) Cured-In-Place Pipe (CIPP) Program

In early 2014, the City authorized AECOM to design a sanitary sewer system condition remediation project with the intention of reducing the frequency and volume of bypassing occurring in SA15 and SA16 along the western edge of the city, immediately south of the Cedar River. The design called for remediation of sanitary sewer segments rated as “Severe.” Most of the sewer segments rated as “Severe” were concrete pipes installed in the 1950s and 1960s. Closed-circuit television (CCTV) inspection of the pipes found significant infiltration and inflow (I/I) entering the sewer system from leaky joints between pipe segments and cracks in the pipe walls.

Cured-In-Place Pipe (CIPP) rehabilitation was chosen over other techniques, such as open cut with complete pipe replacement, pipe-bursting and slip-lining, based on desktop review of the pros and cons of the various options. None of the roads with underlying sanitary sewers were in need of reconstruction, so the open cut method was ruled out due to surface restoration costs. The existence of numerous laterals due to the residential nature of SA15 and SA16 tilted the cost analysis toward a trenchless technology which did not require excavation to reconnect laterals.

The Phase I CIPP project consisted of the sanitary sewer and manhole rehabilitation work outlined in Tables 2A and 2B below. The Phase I CIPP project began in the spring of 2014 and was completed in the spring of 2015.

PHASE I CIPP PROJECT

**TABLE 2A
PHASE I CIPP IMPROVEMENTS**

Description	Service Area	Total Miles	8" Dia.	10" Dia.	12" Dia.	15" Dia.	Totals
			FT	FT	FT	FT	FT
Phase I CIPP	13	0.16	853				853
	15	1.74	8,701	495			9,196
	16	3.07	16,026	160			16,186
		4.97	TOTAL PHASE I CIPP				26,235

**TABLE 2B
PHASE I MANHOLE REHABILITATIONS**

Description	Service Area	Internal Chimney Seal	External Chimney Seal	MH Joint Repair	MH Lining	Grout Work	Misc. Work	Manholes Rehabilitated*
		EA	EA	EA	EA	EA	EA	
Phase I Manhole Repairs	13		2					2
	15	44	2	26	42	4		69
	16	15	1	39	7			51
TOTAL PHASE I MANHOLE REHABILITATIONS								122

*Multiple repairs are often conducted on the same manhole.

Following completion of a successful Phase I CIPP Sanitary Sewer Rehabilitation project, the City of Waterloo authorized AECOM to design a Phase II CIPP project. The Phase II CIPP project consisted of the sanitary sewer and manhole rehabilitation work outlined in Tables 3A and 3B below. The Phase II CIPP project began in the spring of 2015 and was completed in the spring of 2016.

PHASE II CIPP PROJECT

**TABLE 3A
PHASE II CIPP IMPROVEMENTS**

Description	Service Area	Total Miles	8" Dia.	10" Dia.	12" Dia.	15" Dia.	Totals
			FT	FT	FT	FT	FT
Phase II CIPP	10	0.13	353	336			689
	11	0.51				2,699	2,699
	15	1.93	9,137	843	221		10,201
	16	9.85	45,144	5,421	1,430		51,995
	18	0.06	298				298
	19	0.13		686			686
	21	0.07	400				400
		12.68	TOTAL PHASE II CIPP				66,968

**TABLE 3B
PHASE II MANHOLE REHABILITATIONS**

Description	Service Area	Internal Chimney Seal	External Chimney Seal	MH Joint Repair	MH Lining	Grout Work	Misc. Work	Manholes Rehabilitated*
		EA	EA	EA	EA	EA	EA	
Phase II Manhole Repairs	10		2		2			2
	11	7		2	7	7		11
	15	25		18	17	1	3	35
	16	139		73	124	15	8	197
TOTAL PHASE II MANHOLE REHABILITATIONS								245

*Multiple repairs are often conducted on the same manhole.

3) Northwest Interceptor

The 2017 Master Plan describes the Northwest Interceptor as a high-priority project to be built between 2018 and 2020. Subsequent to approval of the Master Plan, the City began seeing success with efforts to reduce SSOs, building backups and prohibited discharges in SA15 and SA16 and was able to push back the timeline to have the Northwest Interceptor constructed. This additional time allowed the City and the EPA to revisit the need for this project and focus on higher priority work, such as an upgrade of the interceptor sewer along the Highway 63 South Corridor. This re-evaluation led to the elimination of the project from the Master Plan timeline. With the elimination of the Northwest Interceptor, an adjustment to the plan for the Cattle Congress Lift Station is needed because the Northwest Interceptor would have allowed most of the flow currently pumped by the Cattle Congress Lift Station to flow to the WWTF via gravity.

4) Hackett Road Lift Station

The Hackett Road Lift Station remediation project was a high-priority project originally scheduled for completion in 2018 – 2022. In October 2019, the City notified EPA that the Foundation Drains Removal Program, along with CIPP rehabilitation projects, plus a decision against regionalization of wastewater collection and treatment systems serving the cities of Waterloo and Cedar Falls, would render this project obsolete. The City requested that this project be moved from the Master Plan table of remediation projects, with the timeline suspended. In EPA's February 7, 2020, response, the timeline was pushed back to 2021 – 2023 to allow time for decisions on regionalization and to determine whether the project would be necessary given the success of the targeted footing drain disconnect program and CIPP projects in the service area. There have been no rainfall-related overflows at the Hackett Road Lift Station since June 2016. Consequently, it is appropriate to suspend the timeline indefinitely. Any repairs or upgrades to this lift station will be addressed as part of the City's CMOM program.

III. Hydraulic Modeling

Past Modeling Efforts

Another requirement of the Consent Decree was that comprehensive modeling of the City's sanitary sewer system be conducted to determine the capacity of the collection and pumping systems under existing and future conditions. In 2015, the City hired AECOM to collect the necessary system data and create (and run) the system model. The model was developed using XP-SWMM and included sanitary sewers, 8 inches and larger in diameter, and approximately 20 lift stations. The model was calibrated to dry and wet weather monitoring events and the system performance was analyzed under 2-, 5-, and 10-year, 6-hour, event-based storms. The full scope and details of the analysis can be found in the "Sanitary Sewer System Modeling" Final Report (AECOM August 31, 2016). The calibrated models formed the baseline of existing system performance and was used to assist in guiding the city toward future compliance.

The capacity assessment evaluated system performance under existing and future projected flows (projected 20 years from the effective date of the Consent Decree, or roughly 2035) for the same three event-based design storms modeled previously. The results were then compared to reported problem areas, prioritized, and became the basis for the remedial measures outlined in the Master Plan.

Additional hydraulic modeling of the Waterloo sanitary sewer system was conducted by AECOM in 2019 to determine the effectiveness of the Foundation Drains Removal Program in SA15 and SA16. Flow data was collected from sump pumps installed when foundation drains were disconnected from the sanitary sewer system and from area-velocity meters installed in SA15 and SA16. The 2019 modeling predicted that each foundation drain disconnected from the sanitary sewer system will result in a reduction of clear water discharge to the sewer in the range of 300 to 325 gpd during and immediately following the 10-year, 6-hour rainfall event.

Current Modeling

As noted earlier in this Technical Memorandum, the original Master Plan presented a 4-pronged approach to reducing SSOs, building backups and prohibited discharges in SA15 and SA16. The approach included a Foundation Drains Removal Program, CIPP sanitary sewer rehabilitation projects, construction of the Northwest Interceptor, and demolition of the Hackett Road Lift Station. Modeling conducted by AECOM and the remediation projects recommended in the Master Plan were based on the implementation of all four (4) components to the overall approach for SA15 and SA16. Collection and pumping system analyses conducted after completion of the Master Plan resulted in changes in remediation project priorities, and the Northwest Interceptor and Hackett Road Lift Station Demolition projects were put on hold. Therefore, modeling of the system was necessary to predict future flows to the Cattle Congress Lift Station based on the Hackett Road Lift Station remaining in service and no Northwest Interceptor.

Modeling conducted by AECOM in February 2023 predicts the following conditions for flow arriving at the Cattle Congress Lift Station under existing and future conditions:

- Existing Condition (with Foundation Drain Removal and current CIPP Projects): 2.952 cfs (1,325 gpm).
- Future Condition (with Foundation Drain Removal, current CIPP Projects, Hackett Road Lift Station remaining in service and No Northwest Interceptor): 2.970 cfs (1,334 gpm).

Modeling indicates that SSOs could still occur along Pleasant Valley Drive in the future condition, even with the Foundation Drains Removal Program and current CIPP Projects.

Figure 2 below illustrates modeling results with pipe upsizing on Pleasant Valley Drive in the future condition with foundation drain removal and CIPP projects taken into consideration. The peak flow to the LS increases to 3.658 cfs (1,642 gpm).

The Hydraulic Grade Line profiles along Pleasant Valley Drive under:

- a. future condition
- b. future condition with pipe upsizing

are shown below.

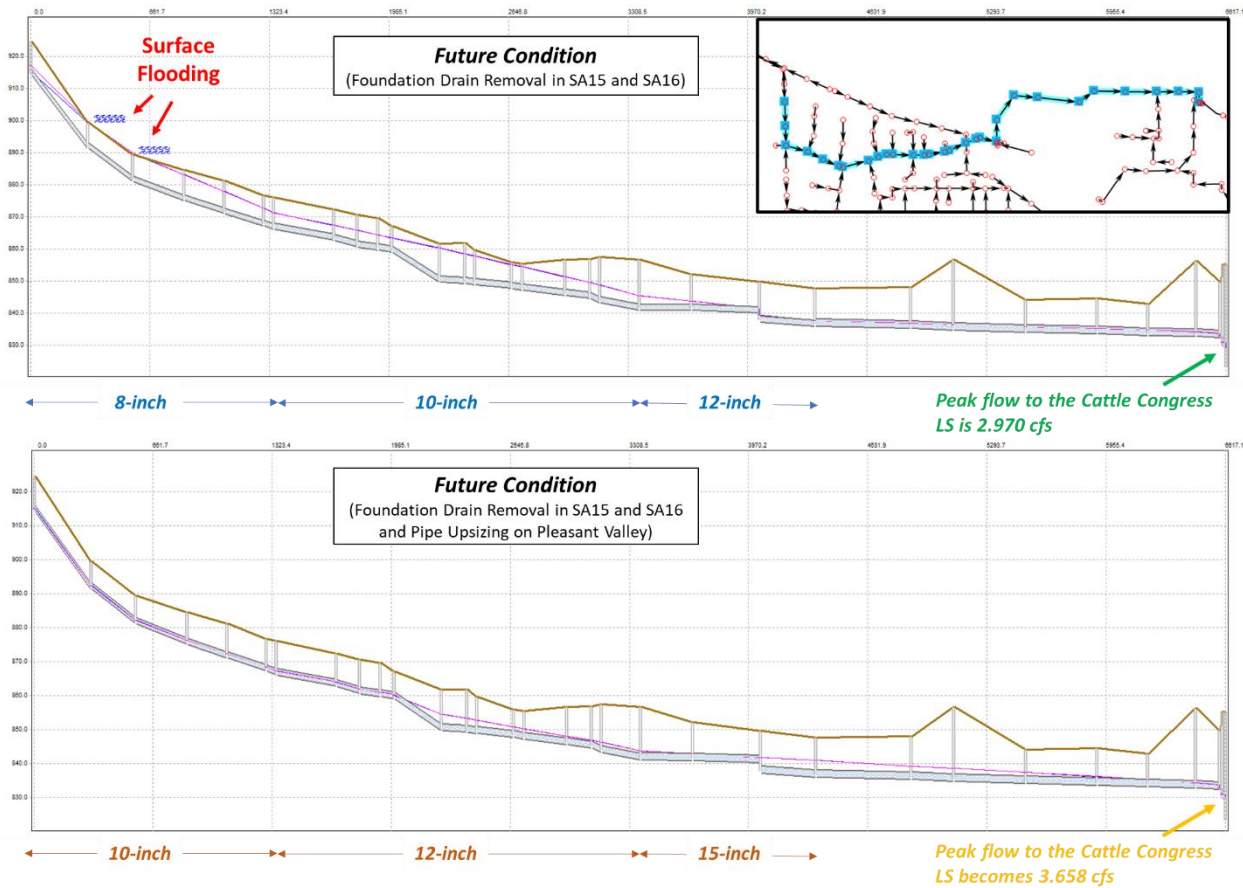


Figure 2: Hydraulic Grade Lines Along Pleasant Valley Drive

The attached Figure 3 shows modeling results for SA15 and SA16 under future conditions with the Foundation Drains Removal Program and no Northwest Interceptor, along with upsizing of the pipe along Pleasant Valley Drive.

CONCLUSIONS

The design of the new Cattle Congress Lift Station will be based on no Northwest Interceptor and the Hackett Road Lift Station remaining in service. Under future conditions with no improvements to the upstream sewer segments, the peak flow to the Cattle Congress Lift Station is projected to be 2.970 cfs (1,334 gpm). If the Cattle Congress Lift Station sewershed is upgraded by upsizing of the sewer segments along Pleasant Valley Drive, the projected future flow to Cattle Congress Lift Station is 3.658 cfs (1,642 gpm) under the 10-year, 6-hour design storm.

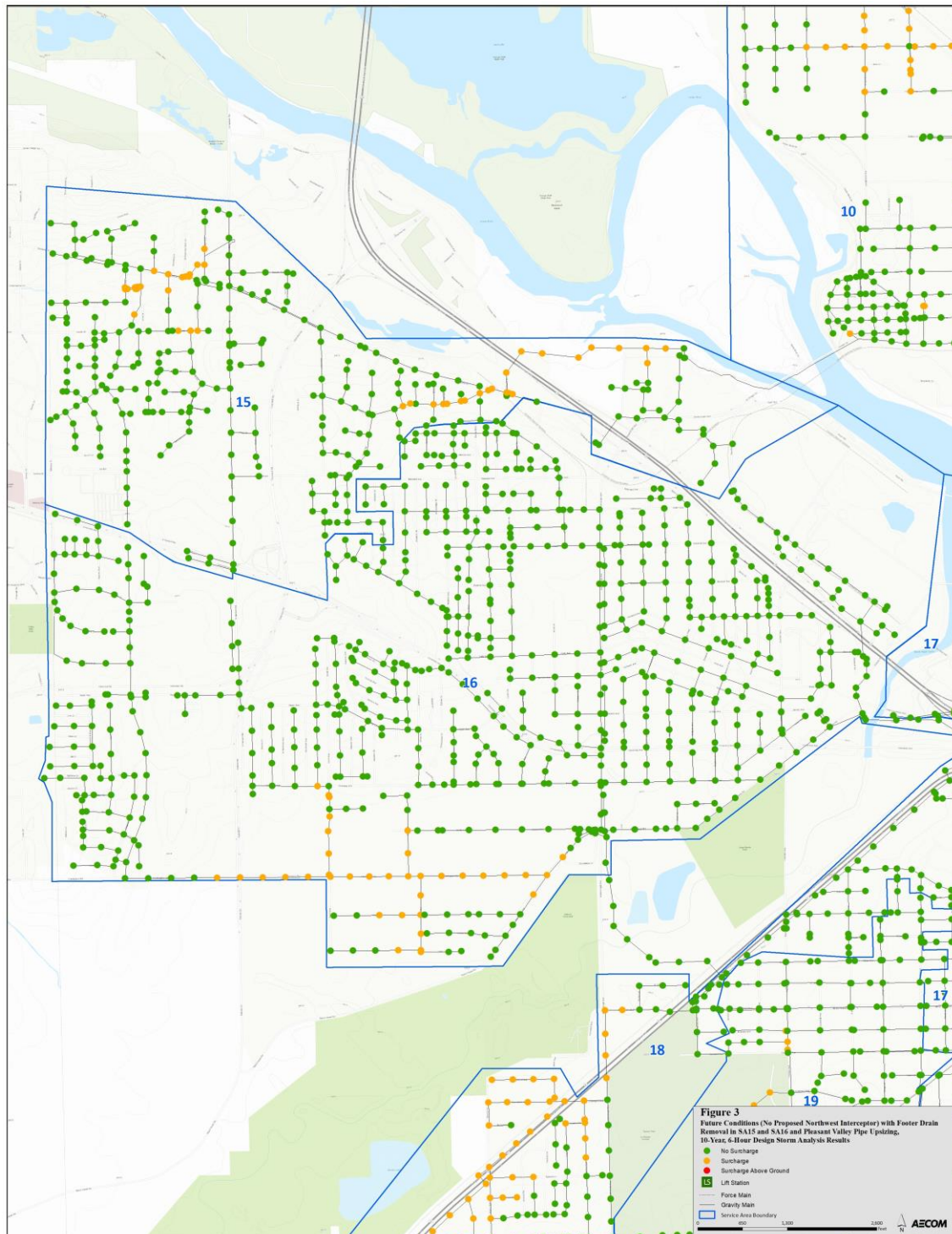


Figure 3: Modeling Results for SA15 and SA16 Under Future Conditions

APPENDIX 2

2019 10-INCH FORCE MAIN REPAIR PLANS

SYMBOLS LEGEND

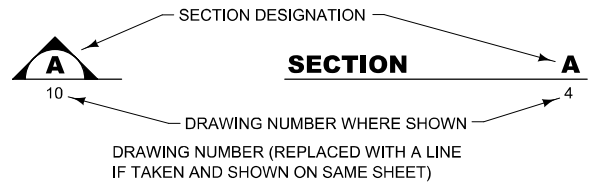
	Evergreen Tree		Fire Hydrant
	Deciduous Tree		Luminaire
	Fruit Tree		Traffic Signal
	Shrub (Bushes)		Power Pole
	Timber		Power Pole with Light
	Hedge		Electrical Highline Tower
	Stump		Hand Hole
	Swamp		Electrical Pedestal
	Board Fence		Telephone Pedestal
	Chain Link Fence		Television Pedestal
	Barbwire Fence		Telephone Pole
	Existing Water Line		Telegraph Pole
	Existing Sanitary Sewer Line		Satellite TV Dish
	Existing Telephone Line		Telephone Booth
	Exist. Fiber Opt Telephone Line		Wood Post
	Existing Storm Sewer Line		Gate Post
	Existing Gas Line		Guardrail (Beam or Cable)
	Existing Power Line		Gas Valve
	Cable Television Line		Water Valve
	Railroad		Mile Marker Post
	Railroad		Sign
	Railroad Signal		Right of Way Rail
	Railroad Box		Concrete Monument
	Section Corner		Well
	Section Line		Beehive Intake
	Ownership Arrow		Existing Intake
	Corporation Line		Proposed Intake
	Dike		Existing Manhole
	Terrace		Proposed Manhole
	Earth Dam or Dike (Existing)		Roof Drain
	Earth Dam or Dike (Proposed)		Flag Pole
	Tile Outlet		Guy Wire
	Edge of Water		Guy Pole
	Existing Drainage		Lot Corner Found
	Proposed Drainage		Lot Corner Set
	Limits of Waste Mass		Monitoring Well
	Phase Limits		Guard Post
			Soil Boring

NOTE:

- THIS IS A STANDARD LEGEND. NOT ALL OF THE INFORMATION SHOWN ON THIS LEGEND IS USED IN THESE CONTRACT DRAWINGS.

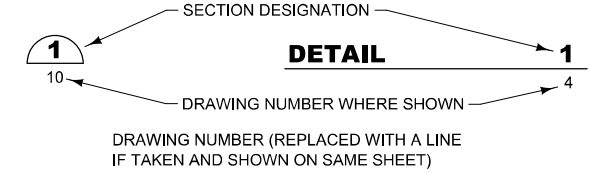
SECTION DESIGNATION

SECTION DESIGNATIONS USE LETTERS.

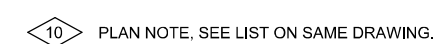


DETAIL DESIGNATION

DETAIL DESIGNATIONS USE NUMBERS.

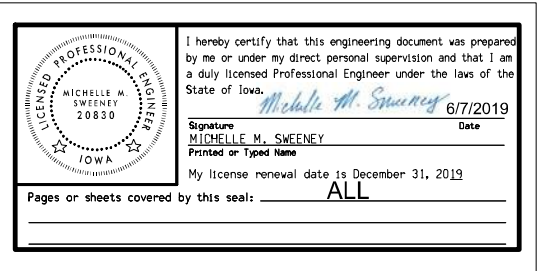


PLAN NOTE DESIGNATION

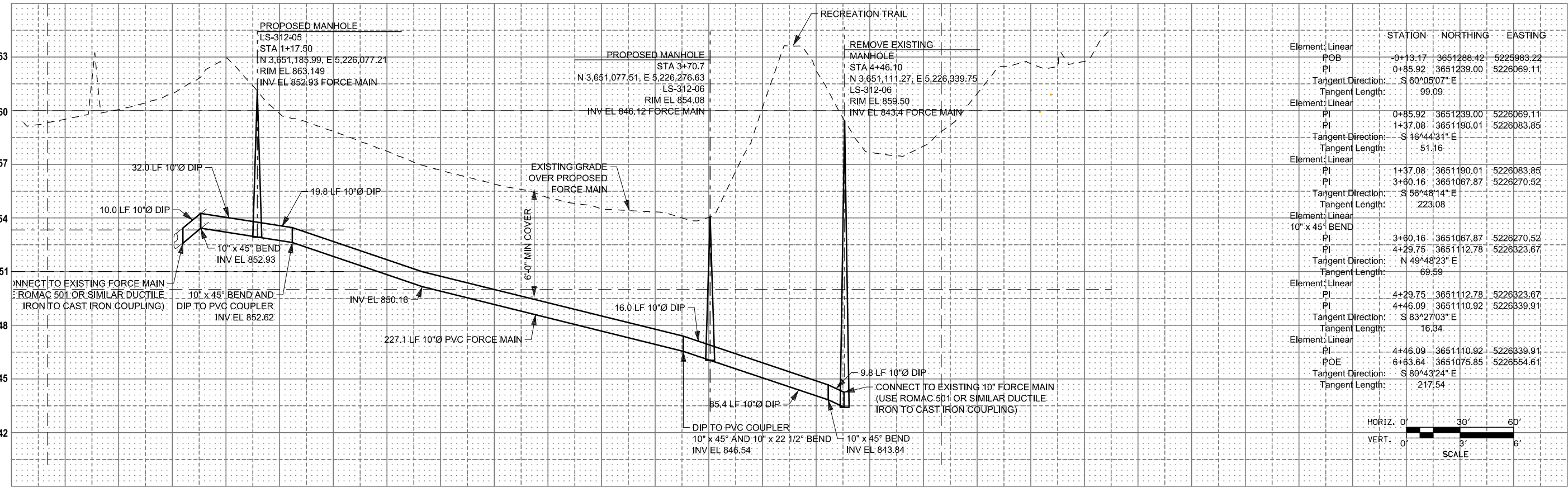
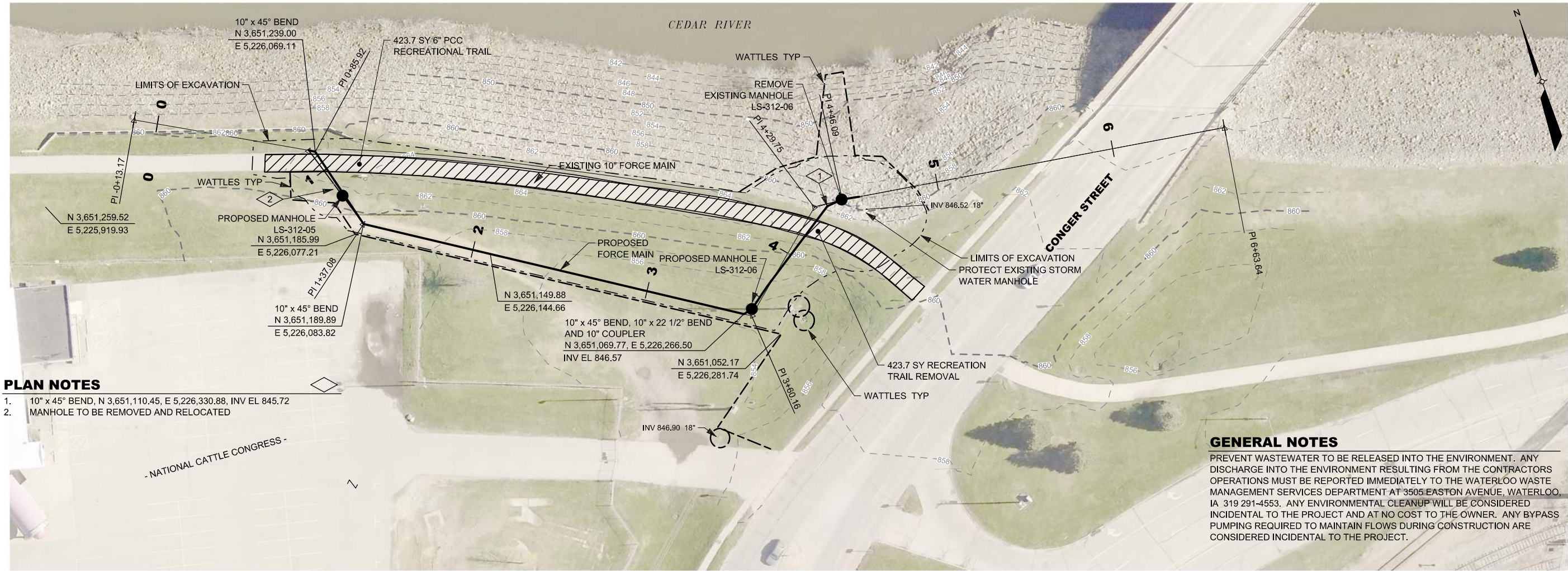


GENERAL NOTES

- CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE CONTRACT DOCUMENTS AND THE 2019 EDITION OF THE IOWA SUDAS (STATEWIDE URBAN DESIGN AND SPECIFICATIONS) SPECIFICATIONS.
- ARRANGE WITH THE VARIOUS UTILITY COMPANIES FOR SUPPORT OR RELOCATION OF ANY UTILITIES AND/OR UTILITY POLES. ANY CHARGE FOR TEMPORARY SUPPORTING OR RELOCATING ANY UTILITIES AND/OR UTILITY POLES SHALL BE PAID BY THE CONTRACTOR. CONTACT IOWA ONE CALL (1-800-292-8989) FOR EXISTING UTILITIES LOCATIONS PRIOR TO EXCAVATION.
- WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON DRAWINGS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO NOTIFY OWNERS OF UTILITIES PRIOR TO BEGINNING CONSTRUCTION. CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.
- PROVIDE, ERECT AND MAINTAIN AT ALL TIMES DURING THE PROGRESS AND SUSPENSION OF THE WORK AND UNTIL COMPLETION AND FINAL ACCEPTANCE THEREOF SUITABLE AND REQUISITE BARRIERS, SIGNS OR OTHER ADEQUATE PROTECTION. PROVIDE, KEEP AND MAINTAIN SUCH LIGHTS, DANGER SIGNALS OR WATCHMEN AS MAY BE NECESSARY TO ENSURE SAFETY OF PUBLIC AS WELL AS THOSE ENGAGED IN THE WORK. BARRICADES AND OBSTRUCTIONS SHALL BE MARKED AT NIGHT BY FLASHING YELLOW SIGNAL LIGHTS, AND KEPT BURNING FROM SUNSET TO SUNRISE. BARRICADES AND LIGHTS SHALL CONFORM TO THE REQUIREMENTS OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, LATEST REVISION, AND THE LATEST REVISION OF IOWA DEPARTMENT OF SPECIFICATION FOR TRAFFIC CONTROL FOR STREET AND HIGHWAY CONSTRUCTION AND MAINTENANCE OPERATIONS."
- ANY WORK SHOWN ON PLANS BUT NOT INCLUDED IN BID ITEMS SHALL BE CONSIDERED INCIDENTAL TO PROJECT.
- WORK INVOLVED IN THIS PROJECT SHALL BE CONSTRUCTED ON CITY OWNED PROPERTY OR EASEMENTS. CONTRACTOR SHALL RESTRICT CONSTRUCTION OPERATIONS TO WITHIN DESIGNATED CONSTRUCTION LIMITS. NO MATERIALS, EXCAVATED MATERIAL, OR EQUIPMENT SHALL BE STORED ON, PARKED ON, DEPOSITED ON, OR DRIVEN OVER ANY PRIVATE PROPERTY UNLESS WRITTEN AUTHORIZATION IS OBTAINED FROM THE PROPERTY OWNER BY THE CONTRACTOR. A COPY OF SUCH WRITTEN AGREEMENT SHALL BE MADE AVAILABLE TO THE CITY AND THE ENGINEER. CONTRACTOR NOT ALLOWED TO STORE EQUIPMENT OR MATERIALS WITHIN THE CLEAR ZONE FOR THE ROADWAY.
- PROVIDE ROMAC 501 OR EQUIVALENT CONNECTORS WHERE SEWER PIPE CHANGES FROM ONE MATERIAL TO ANOTHER. FITTINGS INCIDENTAL TO CONNECTIONS.
- MINIMIZE DISRUPTION TO EXISTING STREETS.
- RESTORE DAMAGED STREET SURFACING CAUSED BY CONTRACTOR NEGLECT IMMEDIATELY AFTER INSTALLATION OF SEWER WITH PERMANENT SURFACE OR TEMPORARY 6" THICK CRUSHED STONE SURFACING. MAINTAIN TEMPORARY SURFACE UNTIL PERMANENT SURFACE IS INSTALLED. NO SEPARATE PAYMENT FOR TEMPORARY OR PERMANENT SURFACING.
- PROVIDE COMPACTED STRUCTURAL BACKFILL FOR TRENCHES BENEATH AND WITHIN 5 FEET OF ALL PCC AND HMA STREET SURFACING AND DRIVEWAYS.
- FINISH GRADE AND CLEANUP IMMEDIATELY BEHIND EXCAVATION AND BACKFILL OPERATIONS TO MINIMIZE INCONVENIENCE TO PUBLIC AND PRIVATE PROPERTY OWNERS.
- GRADE ALL AREAS TO DRAIN.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ALL EXCESS EXCAVATION.
- SALVAGE AND SEPARATELY STOCKPILE EXISTING TOPSOIL AND USE TO FINISH TOP 6" OF TRENCH IN GRASS AREAS.
- GRASSED AREAS DISTURBED DURING CONSTRUCTION SHALL BE FINISH GRADED, FERTILIZED, SEEDED AND MULCHED.
- AFTER SEED BED PREPARATION REMOVE STONES LARGER THAN 1 - INCH, STUMPS, ROOTS, BRUSH, WIRE, GRADE STAKES, CONSTRUCTION MATERIALS OR OTHER OBJECTIONABLE MATERIAL. NO SEPARATE PAYMENT FOR THIS WORK.
- PROVIDE DETAILED ANTICIPATED CONSTRUCTION STAGING PLAN IN WRITING AT PRECONSTRUCTION CONFERENCE AND UPDATE AS NECESSARY AS CONSTRUCTION PROGRESSES.
- COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS WHEN DISPOSING OF MATERIALS FROM SITE.
- DISPOSAL OF MATERIALS TO BE CONSIDERED INCIDENTAL UNLESS OTHERWISE NOTED.
- INSTALL TRACER WIRE ALONG THE FORCE MAIN.
- REMOVE DIRT, MUD, AND DEBRIS CAUSED BY CONSTRUCTION ACTIVITIES FROM STREETS AND DRIVES.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO PROPERTY CAUSED BY THEIR ACTIVITIES. REPAIRS OR REPLACEMENT OF DAMAGED PROPERTY TO BE MADE IN-KIND.
- ALL BENDS SHALL BE MECHANICAL RESTRAINED JOINTS WITH THRUST BLOCKS.
- PROTECT EXISTING WATERWAYS. DO NOT DISTURB WATERWAYS (DRAINAGE CHANNELS).
- WORK TO REMAIN WITHIN RIGHT OF WAY (ROW) AND ACQUIRED EASEMENTS FOR THIS PROJECT.
- FOLLOW DATES LISTED IN SUDAS FOR SEEDING ACTIVITIES.
- CONTRACTOR TO MAINTAIN DUST CONTROL DURING CONSTRUCTION ACTIVITIES.
- PIPE AND TRENCH CONSTRUCTION SHALL BE PER SUDAS. ALL PIPE TRENCHES SHALL BE SUDAS CLASS P-1. TRENCH COMPACTION SHALL BE PER SUDAS 3010.
- STOCKPILED MATERIAL REMOVED FROM LEVEE MAY BE USED TO BACKFILL.
- STOCKPILE EXISTING TOPSOIL / VEGETATION ON DRY SIDE OF LEVEE. USE MATERIALS TO FINISH SLOPE AFTER PIPE INSTALLATION.
- ASSUME STOCKPILED MATERIALS OBTAINED FROM LEVEE EXCAVATION CANNOT BE REUSED. IMPORTED FILL MUST BE USED AS LEVEL EMBANKMENT.
- ALL MATERIAL USED AS LEVEL EMBANKMENT SHALL BE HOMOGENEOUS CLAY FREE OF ORGANIC MATTER AND DEBRIS AS DESCRIBED BELOW:
SATISFACTORY IMPERVIOUS MATERIALS CLASSIFIED IN ACCORDANCE WITH ASTM 2487 AS CL, CL-CH OR CH WITH NOT LESS THAN 50 PERCENT BY WEIGHT PASSING THROUGH THE NO. 200 SIEVE WITH THE FINES CLASSIFIED AS CL, CL-CH OR CH.
- LEVEE FILL WILL CONSIST OF IMPORTED MATERIAL AND BE PLACED ACCORDING TO EM-1110-2-1913 IN LOOSE 6 TO 9 INCH LIFTS AND COMPACTED TO MINIMUM 95% STANDARD PROCTOR DENSITY AT WITHIN 2% OPTIMUM MOISTURE. NUCLEAR DENSITY TESTING WILL BE USED TO MONITOR IN-PLACE DENSITY. THESE TESTS WILL BE COMPLETED ON EVERY LIFT. IF MOISTURE AND DENSITY HAVE BEEN CONSISTENT AND WITHIN CONTROL LIMITS TESTING OF EACH LIFT MAY BE WAIVED, BUT TESTS SHOULD BE COMPLETED AT A MINIMUM FREQUENCY OF ONE EVERY 300 CY, AT LEAST ONE LABORATORY MOISTURE CONTENT WILL BE RUN EACH DAY, OR AT LEAST 1 OF EVERY 10 NUCLEAR TESTS.
- MODIFIED PROCTOR TESTING (ASTM D1557) SHALL BE COMPLETED FOR EACH SOIL TYPE ENCOUNTERED. INCLUDE TWO PROCTOR TESTS FOR BIDDING PURPOSES.
- ENGINEER SHALL PERFORM IN-PLACE DENSITY TESTS ON LEVEE FILL MATERIAL TO ENSURE MOISTURE AND DENSITY MEET REQUIREMENTS NOTED ABOVE.
- UNSATISFACTORY MATERIALS FOR LEVEE EMBANKMENT SHALL BE COMPRISED OF ANY MATERIALS CLASSIFIED BY ASTM D-2487 AS PT, HO, OR OL. OR OTHER MATERIALS NOT DEFINED AS SATISFACTORY.
- CONTRACTOR'S TESTING LABORATORY SHALL PERFORM TESTS OF EXISTING LEVEE SOIL, AS WELL AS ANY ADDITIONAL SOIL TO BE INCORPORATED IN LEVEE CONSTRUCTION, TO PROVE MATERIAL MEETS REQUIREMENTS NOTED ABOVE FOR LEVEE FILL. LEVEE FILL MATERIALS SHALL NOT BE PLACED UNTIL TEST RESULTS ARE REVIEWED AND APPROVED BY ENGINEER.
- LIMIT OPEN CUT EXCAVATION THROUGH LEVEE TO MEET OSHA STANDARDS.
- COORDINATE WORK WITH CITY OF WATERLOO LOCAL FLOOD PROTECTION OFFICIALS.
- CONTRACTOR SHALL ASSUME ALL RESPONSIBILITY FOR FLOOD CONTROL DURING TIME LEVEE(S) ARE BREACHED.
- THE CONTRACTOR SHALL REVIEW AND UPDATE THE FLOOD CONTINGENCY PLAN PROVIDED WITH THE CONTRACT DOCUMENTS AND SUBMIT THE PLAN TO THE ENGINEER PRIOR TO CONSTRUCTION. EMERGENCY CLOSURES WILL BE PAID FOR AS TIME AND MATERIALS IF REQUIRED PER THE FLOOD CONTINGENCY PLAN.
- BACKFILL AROUND THE 10" FORCE MAIN SHOULD BE PLACED BY HAND COMPACTING EQUIPMENT IN 4" LOOSE LIFTS. WHERE HAND COMPACTOR EFFORTS ARE NECESSARY, PLATE COMPACTORS ARE REQUIRED. VIBRATORY SELF-PROPELLED SHEEP-FOOT ROLLER COMPACTORS SHOULD BE USED IN LIEU OF VIBRATORY SELF-PROPELLED PAD-FOOT ROLLER COMPACTORS FOR COMPACTING THE RECONSTRUCTED LEVEE EMBANKMENT. NOTES DETAILED HEREIN OVERRIDE ANY SUDAS PROCTOR SPECIFICATION FOR LEVEE CONSTRUCTION.
- CONTRACTOR TO VERIFY WITH ENGINEER LIMITS OF LEVEE MATERIAL TO BE REMOVED AND REPLACED AS PART OF THIS PROJECT.



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VERIFY SCALE IF PLAN SHEET IS REDUCED

1"=100'

DRN

DES

CHK

APP

REV

DESCRIPTION

BSC MS

06-18-19

CHK

DATE

501 Sycamore Street, Suite 222
Waterloo, Iowa 50704-1497
T 319.232.6531 F 319.232.0271
WWW.AECOM.COM

AECOM

FORCE MAIN REPAIR
ALTERNATE

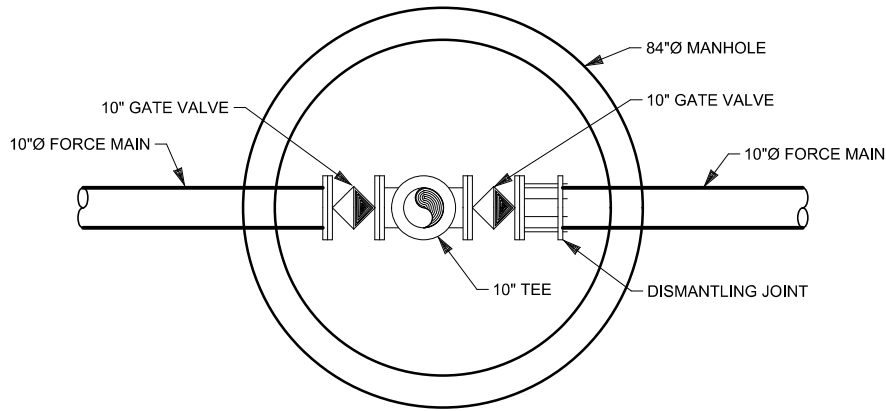
F.Y. 2019 CATTLE CONGRESS SANITARY SEWER
FORCE MAIN REPAIR
CITY OF WATERLOO, IOWA

DATE MAY 2019
PROJECT NO 60443479
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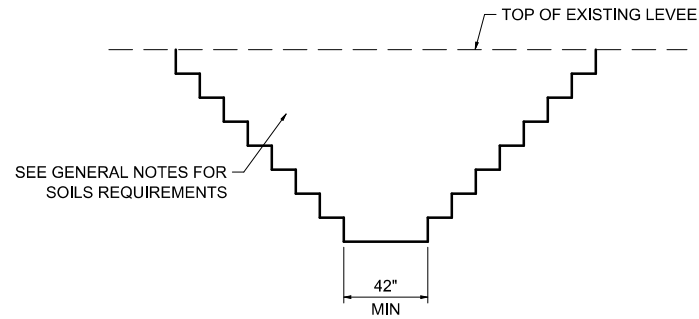
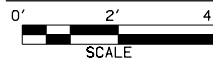
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**TYPICAL FORCE MAIN
MANHOLE DETAIL**

1



LEVEE RECONSTRUCTION DETAIL

2

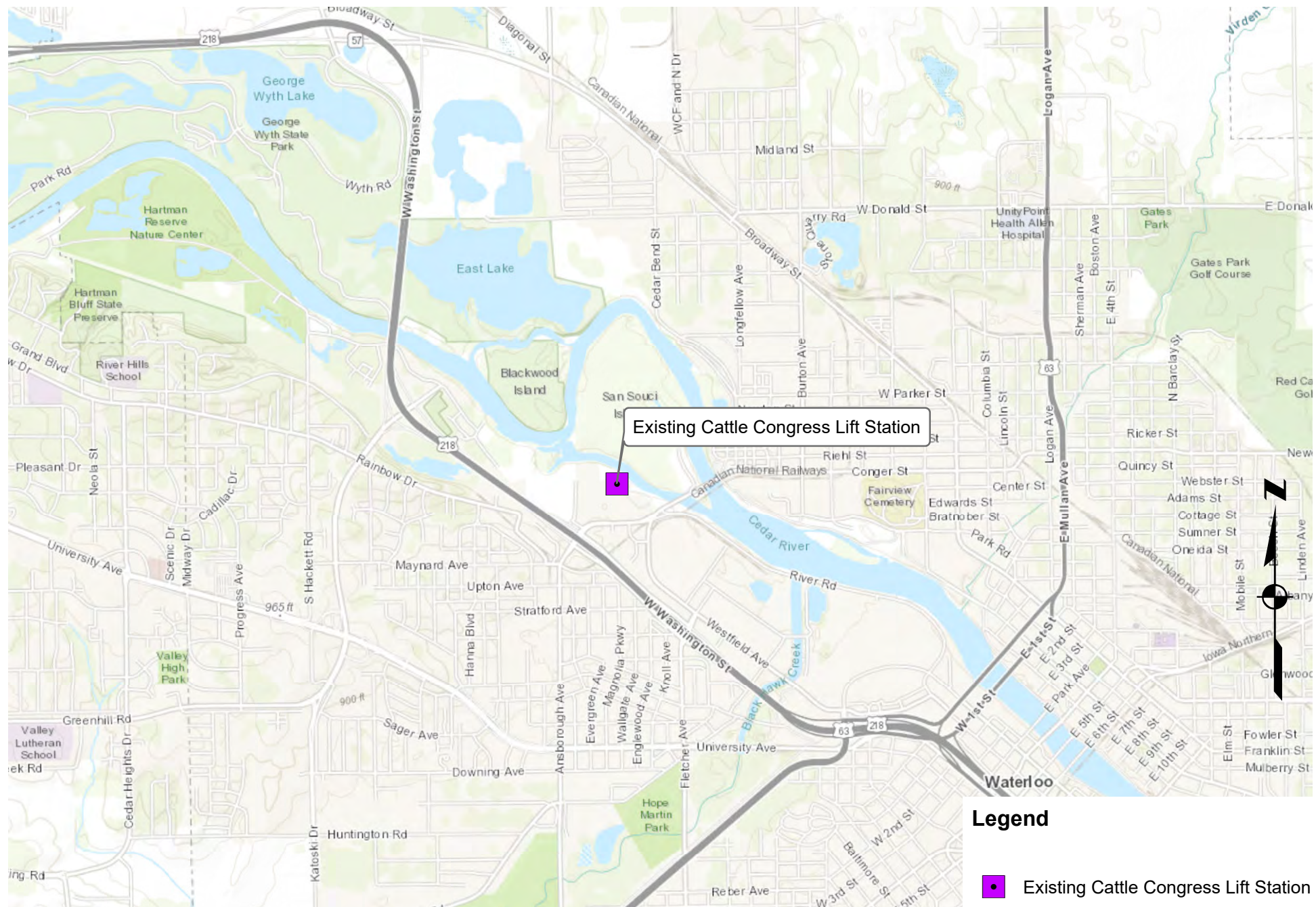
NTS

Item No.	Description	Unit	Final Quantity
1	Mobilization	LS	1.0
2	Traffic Control	LS	1.0
3	Topsoil, Strip & Respread	CY	154.0
4	Suitable Backfill Material for Levee (Off-site)	CY	1,950.0
5	Stockpile & Removal of Existing Material	CY	1,950.0
6	Pipe Removal & Abandonment (Incidental flowable mortar)	LF	275.0
7	10-Inch Sanitary Sewer PVC Force Main - Open Cut	LF	223.2
8	10-Inch Sanitary Sewer DIP Force Main - Open Cut	LF	124.4
9	10-Inch 11-1/4 Degree Bend	EA	-
10	10-Inch 22-1/2 Degree Bend	EA	2.0
11	10-Inch 45 Degree Bend	EA	3.0
12	10-Inch PVC to DIP Coupler	EA	5.0
13	Connection to Existing Force Main (Incidental continuous bypass pumping from lift stations)	LS	1.0
14	Removal of Structures	EA	1.0
15	84-Inch Diameter Manhole (Incidental tees, valves, dismanteling fittings and apparatus shown in manhole detail)	EA	2.0
16	Removal Shared Use Path	SY	423.7
17	PCC, 6" Shared Use Path	SY	423.7
18	Seeding, Fertilizing and Mulching	AC	0.9
19	Rip Rap Removal	SY	542.0
20	Rip Rap - Class E	TON	72.0
21	12-Inch Wattle Installation & Removal	LF	140.0

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APPENDIX 3

PROPOSED CATTLE CONGRESS LIFT STATION DRAWINGS



Legend

■ Existing Cattle Congress Lift Station

0 1,000 2,000 4,000'

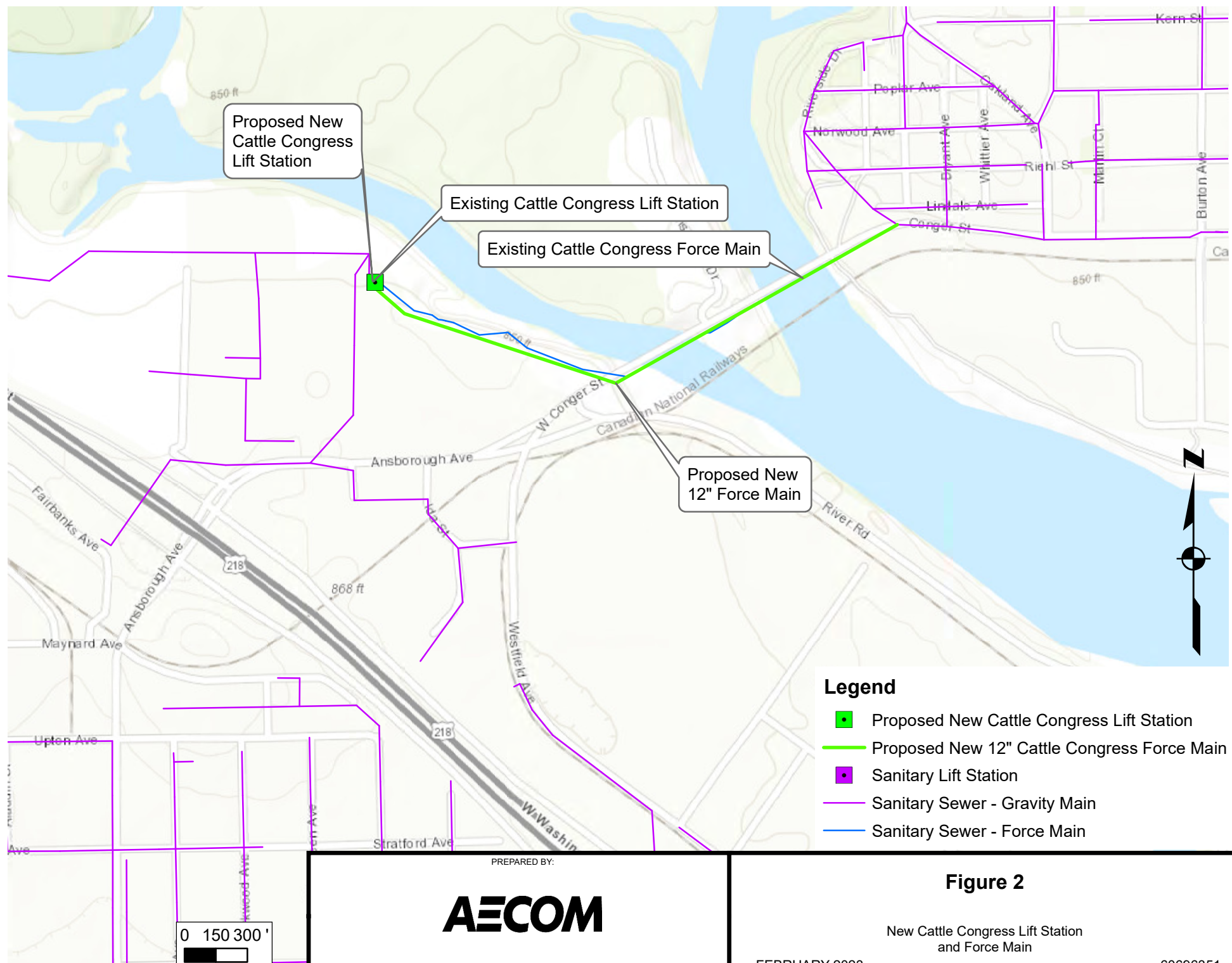
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501 SYCAMORE STREET SUITE 222 WATERLOO, IA 50703-4644 1-319-232-6531

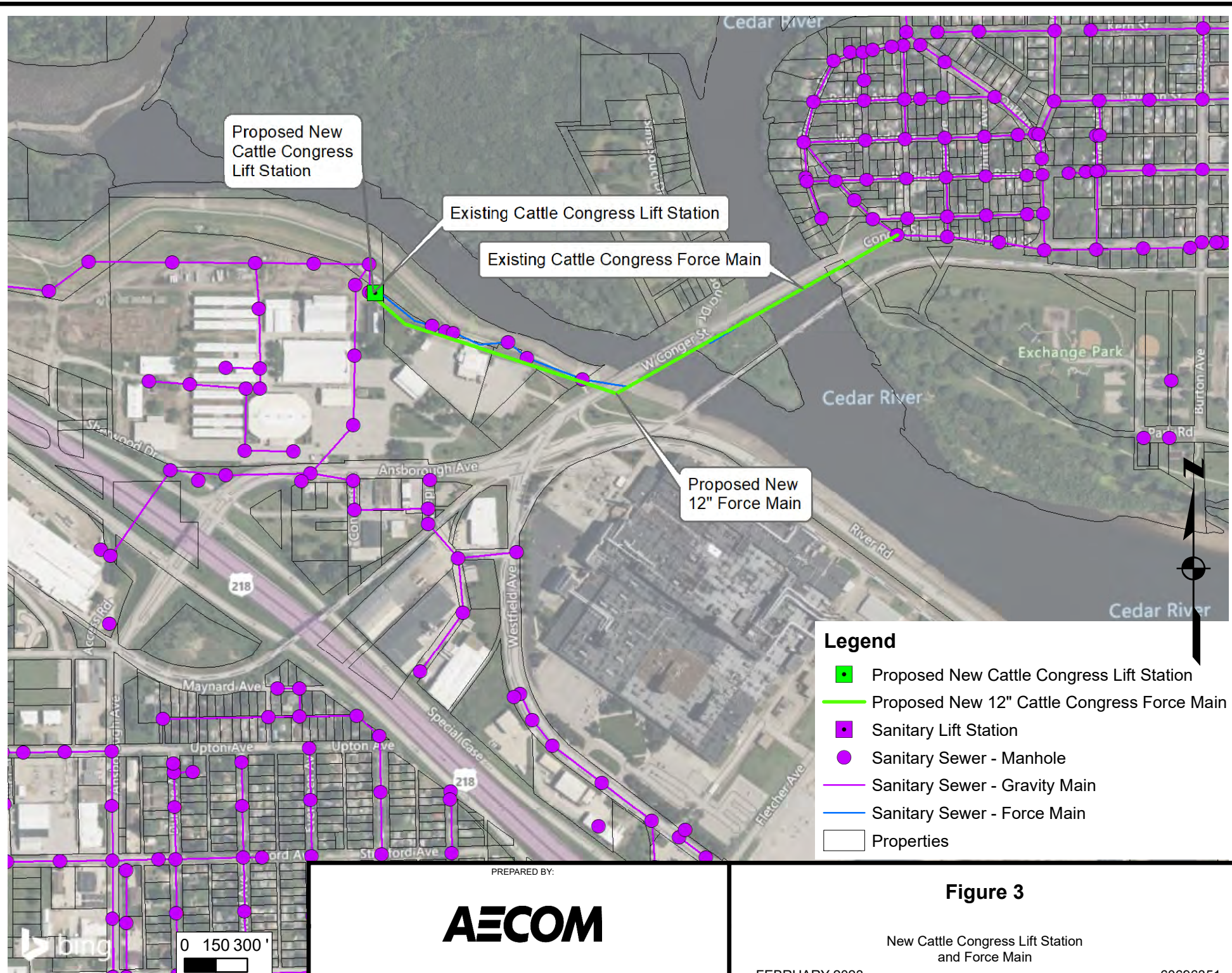
Figure 1

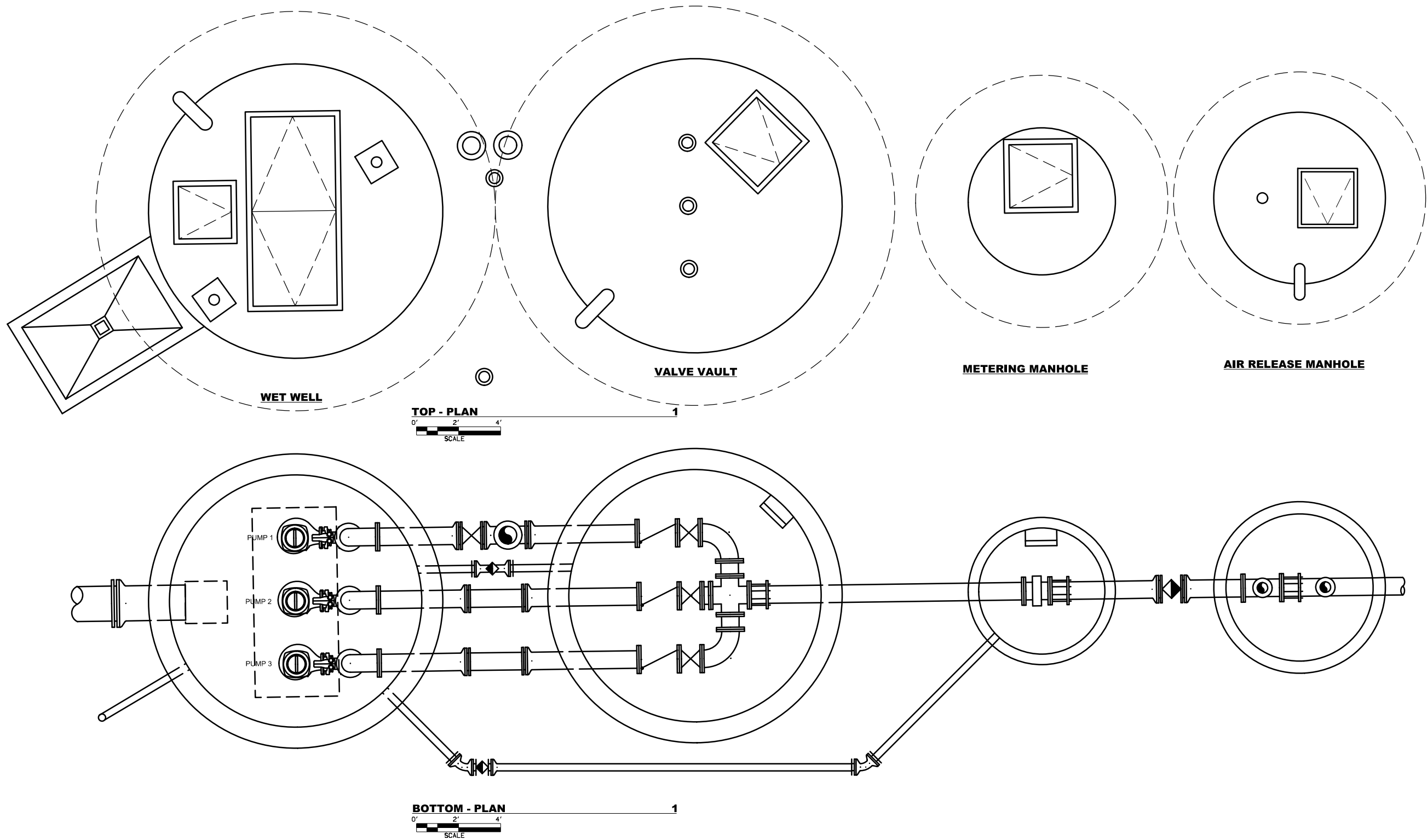
New Cattle Congress Lift Station
and Force Main

FEBRUARY 2023

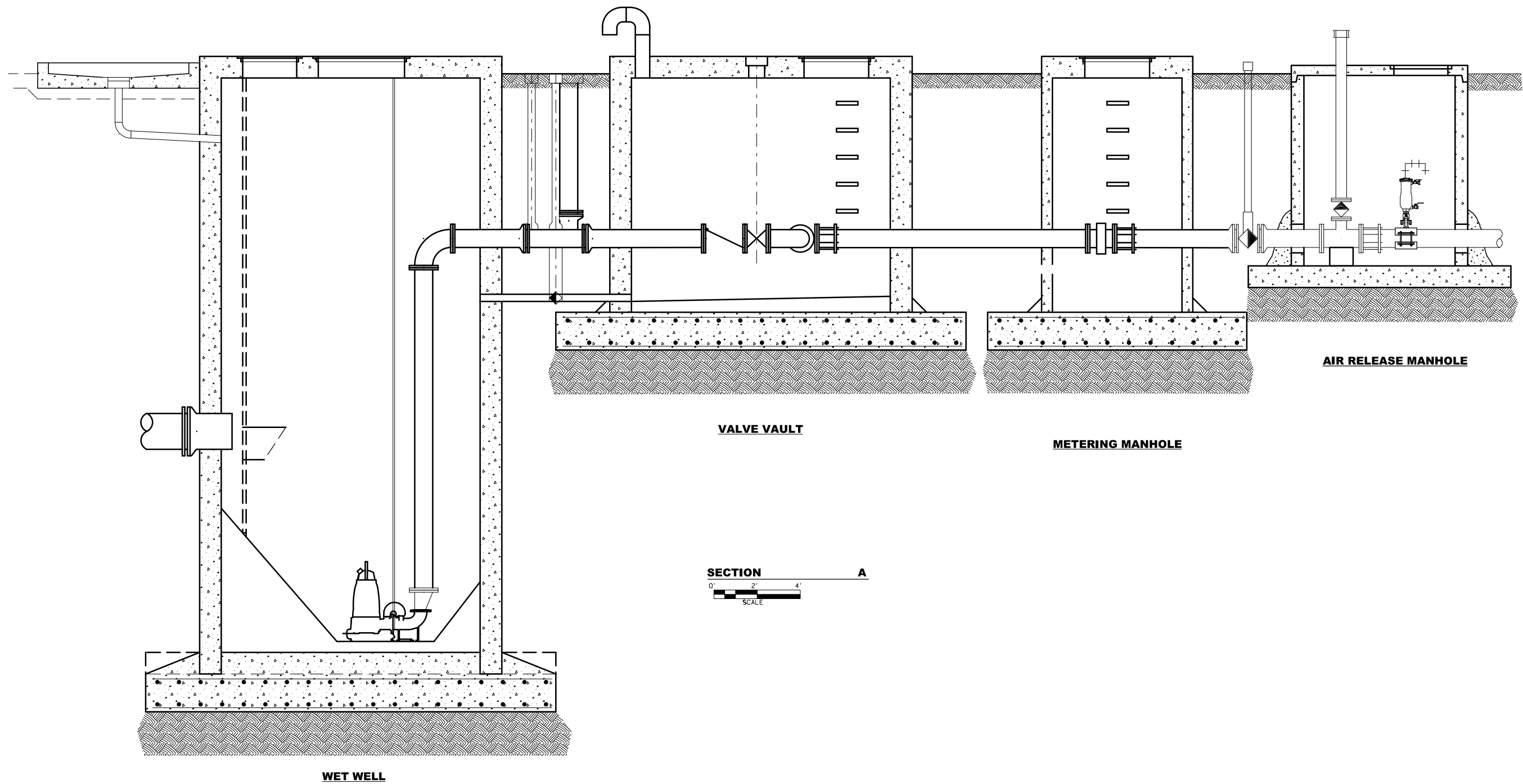


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PREPARED BY: AECOM 501 SYCAMORE STREET SUITE 222 WATERLOO, IA. 50703-4644 1-319-232-6531	FIGURE TYPICAL LIFT STATION PLAN New Cattle Congress Lift Station and Force Main FEBRUARY 2023	60696351
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PREPARED BY: AECOM 501 SYCAMORE STREET SUITE 222 WATERLOO, IA. 50703-4644 1-319-232-6531	FIGURE TYPICAL LIFT STATION SECTION New Cattle Congress Lift Station and Force Main FEBRUARY 2023 60696351
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APPENDIX 4

ASSESSMENT OF THE LIFT STATION
MARCH 9 AND JULY 26, 2016, TECH MEMO TITLED:
9-26-16 MEMO – REVIEW OF 5 SS LIFT STATIONS

Memorandum

To	Steve Hoambrecker, PE		
CC	Brian Rath, Dick Olson		
Subject	City of Waterloo - Review of 5 Sanitary Sewer Lift Stations		
From	Harman Mallhi / Mike Caven		
Date of Inspections	March 9, 2016 / July 26, 2016	Project Number	60336750

The purpose of this memo is to detail the findings of inspections conducted at the following sanitary sewer lift stations on March 16, 2016, and July 26, 2016, as required by the scope of the project "Review of Five (5) Sanitary Sewer Pumping Stations."

1. North Hackett Road
2. Cattle Congress
3. Titus
4. Douglas Street
5. Highway 63 South

The following general observations apply to all lift stations:

1. In general, all pump stations have two pumps in a dry pit/wet pit configuration.
2. None of the stations have arrangements for backup power or for bypass pumping in the event of a power outage or pump failure.
3. None of the force mains are equipped with air/vacuum relief or other surge protection.
4. A majority of the piping, both on the inlet and outlet side of the pumps, is ductile iron.
5. All structures were evaluated by a structural engineer for a structural assessment.

North Hackett Road Lift Station:

The primary components of the lift station are of a dry pit type configuration. The pump motors are located on the operating (higher) deck, whereas the pumps are located at the bottom of the pit with a long shaft connecting the motor and the pump. The lift station consists of two 4-inch pumps rated at 534 GPM and 484 GPM, respectively. In addition to the wet well, the station also consists of a storage basin located east of the lift station. The storage basin is used when the pumps are unable to keep up with the influent flow rate (high I&I events). Once the high flow event has passed, the flow can be bled back into the wet well. In extreme cases, the storage basin overflows to a nearby creek, causing a Sanitary Sewer Overflow (SSO). The wet well also contains a submersible pump that is used to pump flow to the storage tank. The City has the option of directly pumping out of the storage basin to haul trucks that can haul the wastewater to the plant if the system downstream of the lift station is overwhelmed. Overflow to the creek is monitored using float levels in the storage tank and a bypass hour meter.

The following are observations from the site inspections:

1. Civil/Site Observations: The approach to the lift station is native soils, with no rock or other stabilization provided. Some rock is on-site to help with the haul truck fill-up. The station was not evaluated for drainage around it, but puddling was observed on the east side of the storage basin (see Picture NH1).
2. Storage Tank: The outside of the storage tank was inspected visually and audibly with a hammer to locate spalled and delaminated areas. The upper corners and top portion of the walls have significant cracking, spalling and leaching (see Pictures NH2 and NH3). Previously patched spalls with Portland cement concrete (PCC) and surrounding areas are cracked and delaminated (see Picture NH4). The lower portions of the walls are in fair to satisfactory condition, with no significant cracks or spalls noted. The concrete is aged and discolored. All walls are vertical and do not appear to be bowed or tipped. The slab topping has minor cracks and is full of debris (see Pictures NH5 and NH6).

The inside of the tanks were inspected visually from the openings in the top of the slab using a flashlight. No significant spalling or cracking was noted from this limited access viewing area.

Existing plans from 1980 indicate that the slab consists of 8-inch thick voided precast concrete panels with a 3-inch PCC topping. The topping extends over the sides and is reinforced. The walls are 1'-3" thick cast-in-place reinforced concrete. The voided slabs bear on the inner 5-inch to 1'-0" inner section of wall, with the remaining 3 inches to 10 inches an extension of the topping. Preformed expansion joint filler is used to provide expansion relief in the long direction.

The location of the spalling and concrete deterioration is such that it does not pose an immediate threat to the integrity of the structure. It should be noted, however, that areas of concrete deterioration will continue to grow in the future. Additional efforts to surface patch the concrete will result in cracks within the patch material and additional cracks and spalling adjacent to the new patches. A longer lasting repair would require removing and replacing full-depth sections of concrete around the tank perimeter from the top of the walls down to sound concrete. Due to the age, condition and limited storage capacity of the existing tank, consideration should be given to replacement or abandonment of this structure, as this may be the better alternative. Until that time, periodic monitoring of the concrete deterioration should be made to assess any changes in condition.

3. Valves and Piping: Pump discharge piping is 6-inch ductile iron. Discharge side check valves appear to be newer and have been replaced in the last few years. The remainder of the piping is in varying degrees of corrosion (see Pictures NH7 and NH8). All valves also appear to be in varying degrees of corrosion (with the exception of the check valves).
4. Pumps: The pumps have been rebuilt multiple times over the years. They appear to be in normal working order from the exterior (see Picture NH9). The bases that the pumps sit on have never been replaced. Corrosion of the bases can be seen.
5. Wet Well: The visible concrete in the wet well appears to be in satisfactory condition. The top barrel section shows exposed aggregate (see Picture NH10). It is likely that this exposure is due to the barrel section being cast at a different time than the lower barrel sections and that some chemical or abrasive wear has occurred. The condition of the section is such that it does not pose an immediate structural concern. It is recommended to periodically monitor the section to assess any changes in condition. All visible metal components of the wet well are corroded (see Picture NH11).
6. Dry Pit and At-Grade Structures: The wet and dry wells are housed by separate structures. Previous inspections detail leaking roofs, and it is unclear if this issue has been addressed. The underside of the slab has exposed rebar which is from inadequate concrete cover during construction. This is minor and does not require any repair at this time (see Picture NH12). The outside corners of the

precast wall panels have minor deterioration, with some spalling of the PCC patch used to drain water from the slab (see Picture NH13). These areas should be patched as required.



Picture NH1:
North Hackett Road Lift Station



Picture NH2:
Storage Tank Concrete Wall Deterioration at Slab and Top of Wall (Typ.)



Picture NH3:
Storage Tank Concrete Wall Deterioration at Top of Wall Corners (Typ.)



Picture NH4:
Continued Deterioration Around Patched Corner Spall (Typ.)



Picture NH5:
Debris on Top of Slab; Note Areas of Ponding Water



Picture NH6:
Crack in Slab Topping



Picture NH7:
Corrosion on Inlet Valve



Picture NH8:
Corrosion on Discharge Piping With Newer Check Valve



Picture NH9:
Pump with Corroded Pump Base



Picture NH10:
Exposed Aggregate in Upper Wet Well



Picture NH11:
Corroded Metal in Wet Well



Picture NH12:
Exposed Rebar in Dry Well Slab



Picture NH13:
Minor Spalling at Lower Corner of Wet Well Structure

Cattle Congress Lift Station:

The primary components of the lift station are of a dry pit type configuration. The pump motors are located on the operating (higher) deck, whereas the pumps are located at the bottom of the pit with a long shaft connecting the motor and the pump. The lift station consists of two 4-inch pumps rated at 676 GPM and 715 GPM. Discharge piping is 8 inches coming off the pumps.

The following are observations from the site inspections:

1. Civil/Site Observations: The lift station is built up on a mound; therefore, drainage is not an issue. Access is also mostly via paved roads through the Cattle Congress grounds. The access stairs going up the mound are damaged (see Picture CC1).
2. Valves and Piping: Pump discharge piping for each pump is 8-inch ductile iron. The majority of the piping and valves show severe corrosion (see Pictures CC2 and CC3). In one location, the City, in an emergency repair, added a 6-inch pipe in lieu of an 8-inch for a short section leaving the lift station.
3. Pumps: The pumps have been rebuilt multiple times over the years. They appear to be in normal working order from the exterior (see Picture CC2).
4. Wet Well: The visible parts of the concrete in the wet well appear to be in sound condition. The very top of the wet well shows some exposed aggregate. The condition of the section is such that it does not pose an immediate structural concern. It is recommended to periodically monitor the section to assess any changes in condition (see Picture CC4). There is an old trash basket that is inoperable and severely corroded within the wet well (see Picture CC5).
5. Dry Pit and At-Grade Structures: The wet well does not have an at-grade structure (see Picture CC6). The dry well is housed in a structure consisting of precast concrete panels. There is cracking at a lower corner and exterior slab. Some of the concrete drainage patch on the exterior slab is spalled. Consideration should be given to providing PCC patches to these areas to prevent water infiltration (see Pictures CC7 and CC8).

All metal components within the structure are corroded. The metal stairs going down into the dry pit are showing severe corrosion and section loss of the support channels and railings. These and other corroded members should be replaced or supplemented with new members soon (see Picture CC9 to CC11). The structural beams within the dry pit are also delaminated and severely corroded in spot locations. Consideration should be given to replace or supplement these members with new members in the future (see Picture CC12).
6. Other Items: A bypass discharge manhole is not available in this area in the event of pump failure. The discharge force main piping has also been replaced just outside of the lift station. The repair was made using concrete collars.



Picture CC1:
Cattle Congress Lift Station; Note Damaged Access Stairs



Picture CC2:
Valves and Pump in Dry Pit



Picture CC3:
Corroded Valve and Piping in Wet Well



Picture CC4:
Exposed Aggregate in Upper Wet Well Walls



Picture CC5:
Wet Well with Corroded Trash Basket



Picture CC6:
Wet Well Exterior



Picture CC7:
Cracking at Lower Interior Corner of Dry Well At-Grade Structure



Picture CC8:
Cracked/Spalled Exterior Slab and Lower Corner of Dry Well At-Grade Structure



Picture CC9:
Corroded Portions of the Stairway Railing System



Picture CC10:
Severely Corroded Channel Stairway Support



Picture CC11:
Close-Up of Severely Corroded Channel Stairway Support



Picture CC12:
Severely Corroded and Delaminated Structural Beams

Titus Lift Station:

The primary components of the lift station are of a dry pit type configuration. The pump motors are located on the operating (higher) deck, whereas the pumps are located at the bottom of the pit with a long shaft connecting the motor and the pump. The lift station consists of two 4-inch pumps rated at 335 GPM, each with 6-inch discharge piping.

The following are observations from the site inspections:

1. Civil/Site Observations: The lift station is slightly built up. There was mud around the station, with minimal seeding. Site grading and seeding should be evaluated (see picture T1).
2. Valves and Piping: Pump discharge piping for each pump is 6-inch ductile. The majority of the piping and valves show some corrosion (see Pictures T2 and T3).
3. Pumps: The exterior of the pumps do not show signs of significant corrosion (see Picture T2).
4. Wet Well: The visible parts of the concrete in the wet well appear to be in sound condition. The very top of the wet well shows some exposed aggregate. The condition of the section is such that it does not pose an immediate structural concern. It is recommended to periodically monitor the section to assess any changes in condition. There is an old trash basket that is inoperable and severely corroded within the wet well (see Picture T4).
5. Dry Pit and At-Grade Structures: The wet well does not have a structure on top. The concrete slab is aged, with map cracks on one end. This cracked area will continue to deteriorate and surface spall in the future (see Picture T5). The access hatch to the wet well is corroded (see Picture T6). No immediate action is required at this time; however, consideration should be given to replacement of the slab and hatch in the future as deterioration continues.

The dry well is housed in a structure consisting of precast concrete panels. There is cracking at one lower exterior wall corner, with some spalling of the concrete fillets used to drain water (see Picture T7). The interior wall brackets tying the walls together are corroded and pitted (see Picture T8). The ceiling slab has minor spalls at the panel joints (see Picture T9). The area surrounding the floor access hatch is spalled (see Picture T10). The entrance door frame has light corrosion. While the above items are not a structural concern at this time, consideration should be given to maintenance, such as PCC patching spalls and painting corroded door frames/metal brackets, to extend the useful life of the structure.

6. Other Concerns: Due to the discharge from the lift station running underneath the railroad tracks, bypass pumping in instances of pump failures is not possible without laying a discharge hose across the tracks. City staff would prefer a bypass pump quick connect on the discharge piping downstream of the pumps to avoid complications during pump failure.



Picture T1:
Titus Lift Station



Picture T2:
Pumps and Discharge Piping



Picture T3:
Overall View of the Pumps in the Dry Pit



Picture T4:
Wet Well Interior Showing the Unused, Inoperable Trash Basket



Picture T5:
Map Cracked Wet Well Slab



Picture T6:
Corroded Wet Well Access Hatch



Picture T7:
Cracked Dry Well Walls at Exterior Corner



Picture T8:
Corroded Wall Bracket of Dry Well At-Grade Structure



Picture T9:
Minor Ceiling Slab Spalls at Dry Well At-Grade Structure Concrete Panel Joints



Picture T10:
Spalled Concrete at Floor Access Hatch of Dry Well At-Grade Structure

Douglas Street Lift Station:

The primary components of the lift station are of a dry pit type configuration. Both the dry pit and wet pit are part of the same structure, with a wall dividing the two sides. A single at-grade structure houses both wells. The motors for the pumps were previously located on the operating deck. Due to repeated issues with the shafts that connected the pump and motor, the City has moved the motors to the top of the pumps at the bottom of the dry pit. The pumps are 4-inch pumps rated for 200 GPM each.

The following are observations from the site inspections:

1. Civil/Site Observations: The lift station is in a residential neighborhood, with only a few feet between the lift station and the nearest garage. The tight boundaries should be evaluated by City staff to verify the construction of the garage meets City Code requirements (see Picture D1).
2. Valves and Piping: The piping and valves show light corrosion (see Picture D2 and D3).
3. Pumps: The exterior of the pumps show light corrosion (see Picture D2).
4. Wet Well: The visible parts of the concrete in the wet well appear to be in sound condition (see Picture D4). Some corrosion can be seen on the ladder rungs going down into the wet well.
5. Dry Pit and At-Grade Structures: The at-grade structure that covers both the wet well and dry pit appears to be very old. A window opening is bricked over, and there is a hole in the structure that was previously used for ventilation. The hole is still used for access but does not have adequate cover when not in use. In another area, where new duct work has been installed, the concrete is spalled around it (see Pictures D5 to D7).



Picture D1:
Douglas Street Lift Station; Note Close Proximity of Residential Structures



Picture D2:
Light Corrosion of Pumps and Discharge Piping



Picture D3:
Dry Well Piping and Stairs



Picture D4:
Wet Well



Picture D5:
Patched Window and Concrete Coating



Picture D6:
Spalled Concrete Around Vent



Picture D7:
Inadequate Access Cover

Highway 63 South Lift Station:

The primary components of the lift station are of a dry pit type configuration. There is no at-grade structure at this lift station. The lift station is a “can” type, coated carbon steel structure, with the controls and other items packaged into the dry pit. The wet well is a concrete structure. The motors for the pumps are located at the bottom of the dry pit. The pumps are rated for 693 GPM each.

The following are observations from the site inspections:

1. Civil/Site Observations: The lift station operating surface is a slightly raised concrete pad that appears to adequately drain water away from the lift station (see Pictures H63S1 and H63S2).
2. Valves and Piping: The majority of the piping and valves show light corrosion (see Picture H63S3).
3. Pumps: The exterior of the pumps show light corrosion (see Picture H63S4).
4. Wet Well: The visible parts of the concrete in the wet well appear to be in sound condition. Some corrosion can be seen on the ladder rungs going down into the wet well (see Picture H63S5).
5. Dry Pit: The dry pit is constructed of coated steel and has light corrosion throughout (see Picture H63S6). There is advanced corrosion along the bottom circumference (see Picture H63S7).
6. Other Items: New city development, in the form of a gas station, is anticipated in the area of the lift station. The pumping capacity should be reevaluated if nearby development occurs. Also, the controls are located at the bottom of the dry pit. City staff is required to climb down even for basic hand-off-auto operations. It is recommended these controls should be relocated to the operating deck.



Picture H63S1:
Hihgway 63 South Lift Station – Coated Steel “Can” Dry Pit on Grade



Picture H63S2:
Highway 63 South Lift Station - Wet Well



Picture H63S3:
Light Corrosion of the Piping and Valves in the Dry Pit



Picture H63S4:
Light Corrosion of Pump



Picture H63S5:
Wet Well Concrete (Typ.); Note Ladder Rung Corrosion



Picture H63S6:
Light Corrosion of Dry "Can" Surface (Typ.)



Picture H63S7:
Corrosion at the Bottom of the Dry "Can"

APPENDIX 5

OPINION OF PROBABLE CONSTRUCTION COSTS

APPENDIX 5

OPINION OF PROBABLE CONSTRUCTION COSTS

Below is a budgetary cost estimate for the Cattle Congress Lift Station and Force Main replacement project.

<u>Description</u>	<u>Estimated Cost</u>
A. Mobilization	\$232,000
B. Removal of Existing Lift Station	100,000
C. Installation of Lift Station, Wet Well and Valve Vault, Including Pumps and Controls	800,000
D. Electrical Equipment Building	300,000
E. Site Electrical	150,000
F. Stand-By Generator	150,000
G. Installation of Metering Manhole	50,000
H. Force Main: 1300 LF of 12" DIP (Attached to Bridge with Heat Tape or Buried)	390,000
I. Force Main: 1017 LF of 12" PVC, Including Air Release Manhole	305,000
J. Site Restoration Work	75,000
K. 20% Contingency	<u>510,000</u>
Subtotal	\$3,062,000
Engineering and Administration (20%)	\$612,000
Total Estimated Project Cost	\$3,674,000

NOTE: Based on February 2023 costs.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Paul Huting, Director
Leisure Services Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving Lease Agreement and Memorandum of Services with UNI for use of portable staging at Young Arena and Cedar Valley SportsPlex, and authorizing Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Recommend approval of Agreement

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This Agreement is for the use of portable staging owned by the University of Northern Iowa at Young Arena and Cedar Valley SportsPlex for an annual fee of \$ 1,800.00. Purchasing and storage of similar staging would be cost prohibitive. This Agreement has been reviewed by the City Attorney and City Clerk.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

This annual \$1,800 expenditure will be paid out of the Young Arena and SportsPlex operating budgets with 50% from each budget as outlined below:

\$900 from Young Arena Budget: 010-37-4500-1390 (contracted services)

\$900 from SportsPlex Budget 010-37-4180-1390 (contracted services)

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo Leisure Services - UNI Stage Rental Contract - Annual Contract December 2022 - 23

December 8th, 2022

**City of Waterloo Leisure services
Young Arena & Sportsplex
300 Jefferson street,
Waterloo, IA 50701**

Dear Mr. Denner,

Enclosed please find the Lease Agreement and Memorandum of Services for the **City of Waterloo Leisure Services stage rental** to be held in the **Young Arena/Sportsplex**. Please sign all the pages of this contract, including the Use of Equipment Agreement, the Memorandum of Services, and e-mail/fax back to our office at:

UNI-Dome Operations
Attn: Event Contract, UNI-Dome
Cedar Falls, IA 50614-0312.
E-mail: brooke.c-sidebotham@uni.edu
You can fax to 319-273-5966.

Please pay particular attention to paragraph #10 regarding insurance requirements, which must be satisfied. Specifically, the University of Northern Iowa, State Board of Regents, and the State of Iowa must be named as additional insured or contractual insurance must be indicated on the certificate of insurance.

We are looking forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Brooke C. Sidebotham".

Brooke C. Sidebotham
Assistant Athletic Director for Facilities & Operations

Enclosures

**UNIVERSITY OF NORTHERN IOWA
UNI ATHLETICS
USE OF EQUIPMENT AGREEMENT**

THIS AGREEMENT made and entered into this **8th** day of **December, 2022** between the University of Northern Iowa (hereinafter "University") and **City of Waterloo Leisure Services** (hereinafter "Licensee").

1. Licensee is responsible for compliance with Federal and State laws, regulations, and rulings, and University rules and policies, including (but not limited to) Equal Employment Opportunity, Regents Rules of Personal Conduct, smoking restrictions, and parking regulations. Licensee is also responsible for obtaining and compliance with all necessary permits, and payment of any taxes or other fees arising out of its activities and/or use of facilities.
2. Licensee contracts for the use of University's equipment during the multiple dates during the 2022-23 year, in accordance with details on the attached Memorandum of Services.
3. Licensee agrees to pay University the total sum calculated from the equipment rental or any other charges for any other goods or services provided, all as detailed on the Memorandum of Services. Such amount shall be paid as follows: A deposit of **\$0** upon execution of this Agreement. Changes will be made to the bill in accordance with goods and services provided.
4. Cancellation of this Agreement by Licensee received after **30** days prior to the date of equipment use shall result in forfeiture to University of any deposit plus the obligation to pay to the University its direct expenditures attributable to the arrangements for the event covered. Cancellation of this Agreement by Licensee at any other time will result in forfeiture of so much of the deposit as will cover any direct expenditure attributable to the arrangements for the event covered.
5. Licensee shall not sell, assign, transfer, or sublet this equipment or any portion of the equipment without the prior written consent of University.
6. Licensee shall not cause nor permit anything to be done to damage, injure, mar, or deface the premises. Licensee agrees to surrender the equipment to University in the same condition as at the commencement of occupancy, ordinary wear and use expected. Licensee releases University from any and all claims for damage to or loss of such property and shall defend and indemnify University against any claim for damage to or loss of such property by a third party.
8. Licensee agrees to indemnify, defend, and hold harmless University, the Board of Regents/State of Iowa, and the State of Iowa, and their employees and agents, from and against any and all actions or causes of actions, claims, demands, liabilities, loss, damage, injury, cost, or expense of whatever kind or nature, for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of or in connection with or to the use of University premises or this Agreement. Notwithstanding any of the foregoing, Licensee shall not be obligated to hold harmless, defend, or indemnify University from and against any claim, loss, cost, or liability proximately caused by the sole negligence of University.
10. Licensee shall obtain a comprehensive general liability insurance policy or personal liability insurance policy, at its sole expense, which provides coverage for the University, the Board of Regents/State of Iowa, the State of Iowa, and their employees and agents. The policy shall be written on an "occurrence" (not "claims made") basis and shall include Products Hazard coverage and a Broad Form General Liability inclusion or equivalent. The policy shall have a minimum combined single limit of \$1,000,000 (for bodily injury and/or property damage). The minimum amount of insurance coverage required under this Agreement may be adjusted as determined by University. The University of Northern Iowa, the

Board of Regents/State of Iowa, the State of Iowa, and their employees and agents, shall be named as "Additional Insured" on the comprehensive general liability insurance policy. In addition, the insurance policy shall obligate the carrying company to give the University written notice ten (10) days in advance of any reduction in the amounts of liability coverage, cancellation of the policy, or other changes.

The insurance policy shall be issued by a financially responsible insurer lawfully authorized to do business in the State of Iowa. The insurer must be approved by University. University will notify Licensee of University approval or disapproval within ten (10) days of receiving notice of the identity of the insurer from Licensee.

Licensee must file with University, not less than ten (10) days prior to Licensee's use of the University facilities, a standard certificate of insurance or evidence of insurance evidencing that the insurance policy will be in full force and effect during the period of use of the facilities.

The University, at its option, may waive or adjust any requirements as to insurance. Any such waiver or adjustment must be in writing and signed by University.

11. If the equipment or any portion of the equipment during the term of this lease is damaged by the act, default, or negligence of the Licensee or the Licensee's agents, employees, patrons, guest, or any person admitted to said premises by the Licensee, Licensee will pay to the University, upon demand, such sum as shall be necessary to restore said premises to their present condition. Licensee hereby assumes full responsibility for the character, acts, and conduct of all persons usage of the equipment by the consent of the Licensee or by or with consent of any person acting for or on behalf of Licensee, and Licensee agrees to have on hand at all times sufficient staff to maintain order and protect persons and property.
12. Licensee shall not do or permit to be done anything in or upon any portion of the equipment or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the building or any part thereof, or in any way increase any rate of insurance upon the premises or on property kept therein.
13. University shall not be responsible for any damage, loss, or injury that may happen to the Licensee or the Licensee's agents, servants, employees, patrons, guests, or property, from any cause whatever prior, during, or subsequent to the period covered by this Agreement; and the said Licensee hereby expressly releases University from and agrees to indemnify, defend, and hold harmless University against any and all claims for such loss, damage, or injury.
14. University shall not be liable and Licensee shall hold University harmless if any or all of the equipment cannot be used pursuant to this Agreement due to circumstances beyond University's control, an Act of God, etc. In such a case, as determined by University, University shall use its best efforts to determine and provide a reasonable alternate equipment.
15. The terms, conditions, and provisions of the Memorandum of Services are incorporated into this Agreement just as if they were stated above.
16. University reserves the right to terminate this Agreement at its sole discretion. If University terminates this Agreement for a reason other than (1) Licensee's breach of a provision of this Agreement or (2) as otherwise reflected in this Agreement (e.g., see above), University's sole liability, if any, shall be for actual costs incurred up to the date of Licensee's receipt of notice of termination; no loss of profits or other damages shall be recoverable against University.
17. No waiver of any part of this Agreement, failure to insist on strict compliance with any part of this Agreement, or failure to seek redress for any breach or default of any part of this Agreement shall constitute a waiver or excuse for any subsequent or continuous breach or default. Any action by either

party that is not required under this Agreement will not be deemed to impose an obligation on that party to do any such act or thing in the future or in any way to change or alter any provision of this Agreement.

18. If any part of this Agreement is held invalid or unenforceable, the remaining portions shall remain in full force and effect. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereto; it may not be amended except in writing and signed by both parties. This Agreement is not effective until it has been approved and signed by University.
19. Any notice required under this Agreement must be sent or delivered as follows:

Licensee name and address:

**City of Waterloo Leisure Services, Young Arena and Sportplex,
300 Jefferson Street, Waterloo, Iowa 50701
Phone: 319-291-0165 email: Craig.Denner@waterloo-ia.org**

University representative name and address:

**Brooke Croshier-Sidebotham, Assistant Athletic Director of Facilities& Operations,
203 McLeod Center, Cedar Falls, Iowa 50614-0312. Phone: 319-273-6636.
Email: brooke.c-sidebotham@uni.edu**

21. This Agreement must be signed and returned to the University in order to guarantee the reservation and services requested.
22. If University handles, controls, has custody, or keeps any receipts or funds, whether the same are received through the box office or otherwise, University is acting for the accommodation and sole benefit of Licensee and, as to such receipts or funds, University shall be responsible only for gross neglect or bad faith.
23. All logos, symbols, designs, and words associated with the University are trademarks owned by the University. Use of University trademarks must be under license or written authorization from the University's licensing administrator. Licensee shall not represent in any advertising or publicity materials that its activity under this Agreement is sanctioned or sponsored by University.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized agents on the day and year first above written.

UNIVERSITY OF NORTHERN IOWA
Assistant Athletic Director

Licensee

University Representative

Date

Date

MEMORANDUM OF EQUIPMENT

Today's Date: **December 8th, 2022**

Licensee: **City of Waterloo Leisure Services**

Event Name: **Equipment Rental**

Contact Person: **multiple**

Event Date(s): **Multiple dates (below)**

Phone Number: **319-291-0165**

Miscellaneous Information: **Transportation will have to be scheduled by Licensee.**

Estimated event dates:

- **December 15th – 18th, 2022**
- **March 3rd – 6th, 2023**
- **May 15th or 22nd, 2023**
- **Other dates to be confirmed before usage**

Facility Guarantee: **Annual Rental fee of \$1,800.00 – December 1st, 2022 – December 30th, 2023**

****If the scope of the event changes, or if Licensee has requests not included in initial contract, additional charges may apply.**

Included:

- | | | |
|---|--|--|
| ☐ Stage Laborers | ☐ Security (Inside) | ☐ Message Center |
| ☐ Custodians | ☐ Ticket Handlers | ☐ Telephones |
| ☐ Sound | ☐ Ushers | ☐ Police Protection |
| ☐ Misc. House Laborers | ☐ Paramedics | ☐ Equipment |
| ☐ Traffic Controllers | ☐ Cleaning | ☐ Supervisor |

Additional Provisions: **Licensee will be coordinating own transportation for staging from Takin Bros for all event dates. Licensee will return equipment back to Takin Bros following each event.**

Licensee's Signature

UNI Assistant Athletic Director
McLeod Center
Cedar Falls, IA, 50614-0312

Date

Date



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Manager
Finance Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving a Snapshot Audit Agreement with SpyGlass Group, LLC, for analysis of telecommunication service accounts to seek cost recovery, service elimination, and cost reduction recommendations, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve the resolution with SpyGlass Group LLC.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

SpyGlass will do an analysis of telecommunication service accounts (voice, data, internet, cloud services, and mobility/cellular) and will provide us with recommendations for cost recovery, service elimination, and cost reduction.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

The analysis is free of charge. However, if we implement any of their recommendations, then we would pay a fee to them for the services. The agreement has the fee structure laid out if we do decide to implement their suggestions. The cost for this would directly come from the costs recovered or saved for us from their suggestions.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SpyGlass- City of Waterloo - Agreement
2. SpyGlass Overview Flyer

SpyGlass Snapshot Audit Agreement

This agreement, effective as of the later of the dates of signature below ("Effective Date"), is between City of Waterloo ("Company"), and The SpyGlass Group, LLC, an Ohio limited liability company ("Auditor").

1. Primary Audit Services. Company is engaging Auditor as an independent contractor to analyze its primary telecommunications service accounts (Voice, Data, Internet, Cloud Services and Mobility/Cellular) to seek cost recovery, service elimination and cost reduction recommendations. Company will provide Auditor with the materials required to perform its analysis and Auditor will conduct a Kickoff meeting with Company to review the materials provided and introduce Auditor's personnel assigned to the project. Auditor will deliver the recommendations to Company at a Summary of Findings meeting, implement recommendations that Company elects for Auditor to implement, and deliver a complete telecommunications inventory to Company. Upon completion of implementation, Auditor will conduct an Industry Benchmark Analysis ("IBA") Meeting to compare Company's spending and audit results against industry peers as well as all SpyGlass clients, officially bringing closure to the engagement.

While Auditor is performing its analysis, Company will not make changes or perform internal cost reduction analysis with respect to provider accounts which Company has included within the scope of Auditor's review.

2. Fees. Company will pay Auditor the applicable fee set forth below ONLY for Auditor recommendations implemented within twelve (12) months of Auditor delivering the recommendation to Company:

- 50% of any "Cost Recovery", as defined below
- 12 times any "Service Elimination Savings", as defined below
- 12 times any "Cost Reduction Savings", as defined below

"Cost Recovery" is any refund, credit or compensation received by Company relating to past services or charges.

"Service Elimination Savings" is any monthly cost reduction received by Company relating to cancellation of any service, including monthly usage cost reduction (calculated as the average of the last 2 months of usage costs associated with the cancelled service).

"Cost Reduction Savings" is any monthly cost reduction received by Company relating to the modification, consolidation or negotiation of any service, account or contract, including post discount usage rate improvement (calculated as the (a) decrease in post discount per unit pricing realized by Company for any service, times (b) the average of Company's last two (2) months usage levels measured in such units for the modified service).

3. Invoicing and Payment. Fees for Cost Recovery are due as a one-time payment within 10 days of verification that Company has been issued the refund, credit or compensation resulting in such fees. Fees for Service Elimination Savings and Cost Reduction Savings are due as a one-time payment within 10 days of verification that the cancellation or other activity resulting in the Service Elimination Savings or Cost Reduction Savings has been completed. Auditor may issue separate invoices as different fees are earned.

4. Miscellaneous. This agreement is governed by the laws of the State of Iowa, without regard to principles of conflicts of law, and may be executed by facsimile and simultaneously in multiple counterparts. Company agrees that Auditor does not warranty the overall performance, Company satisfaction, or data accuracy of any telecommunications related carrier, provider, software manufacturer or vendor at any time whatsoever during or after the term of this agreement. Each person signing this agreement on behalf of a party represents that he or she has been duly authorized to sign this agreement and to bind the party on whose behalf this agreement is being signed by that signatory. AUDITOR SHALL NOT BE LIABLE TO THE COMPANY FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE IN ADVANCE. IN ADDITION, IN NO EVENT SHALL AUDITOR'S LIABILITY TO COMPANY EXCEED THE FEES ACTUALLY PAID BY COMPANY TO AUDITOR.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the Effective Date.

COMPANY

City of Waterloo

Signature: _____

Print Name: _____

Date: _____

AUDITOR

The SpyGlass Group, LLC

Signature: _____

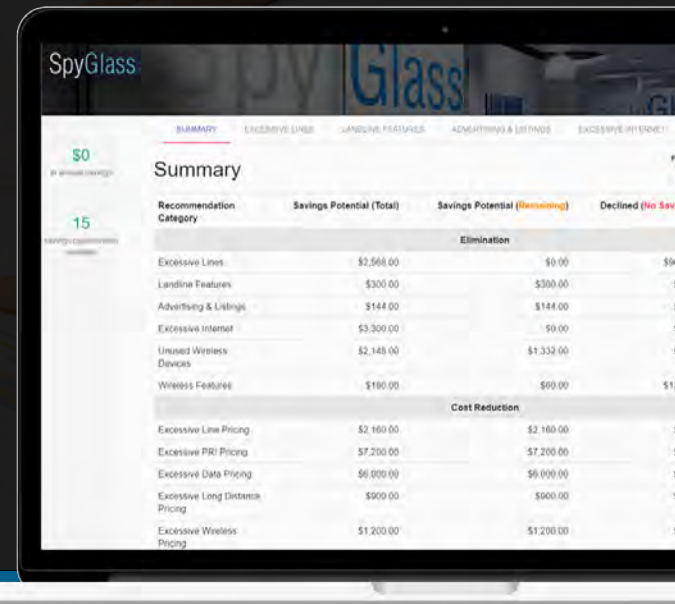
Print Name: Edward M. DeAngelo

Date: _____

SpyGlass

Challenging the Technology Cost Status Quo

Our highly-personalized technology cost audits educate and empower you with innovative, industry-specific insight and valuable cost saving recommendations across voice, data, Internet, cloud services, and mobility.



Recommendation Category	Savings Potential (Total)	Savings Potential (Elimination)	Declined (No Savings)
Excessive Lines	\$2,568.00	\$0.00	\$0.00
Landline Features	\$300.00	\$300.00	\$0.00
Advertising & Listings	\$144.00	\$144.00	\$0.00
Excessive Internet	\$3,300.00	\$0.00	\$0.00
Unused Wireless Devices	\$2,148.00	\$1,332.00	\$0.00
Wireless Features	\$180.00	\$0.00	\$0.00
Excessive Line Pricing	\$2,160.00	\$2,160.00	\$0.00
Excessive PRI Pricing	\$7,200.00	\$7,200.00	\$0.00
Excessive Data Pricing	\$6,000.00	\$6,000.00	\$0.00
Excessive Long Distance Pricing	\$900.00	\$900.00	\$0.00
Excessive Wireless Pricing	\$1,200.00	\$1,200.00	\$0.00

20+

Years of Experience

13,000+

Clients in the U.S. & Canada

99%

Audit Savings Success



We're a Technology Cost Audit Firm - NOT a Telecom Provider

We work exclusively for you to decipher billing systems designed by the providers to maximize revenue at your expense. Our technology expense management audits provide answers for surprising savings - and we only get paid when we succeed.



We Work Behind the Scenes to Reduce Your Telecom Expenses

Our technology cost audit is all about you - not about taking up your time. After learning about your needs, most of our cost recovery and reduction work is completed in coordination with your providers. We do all the heavy lifting, without added stress and responsibility for you.



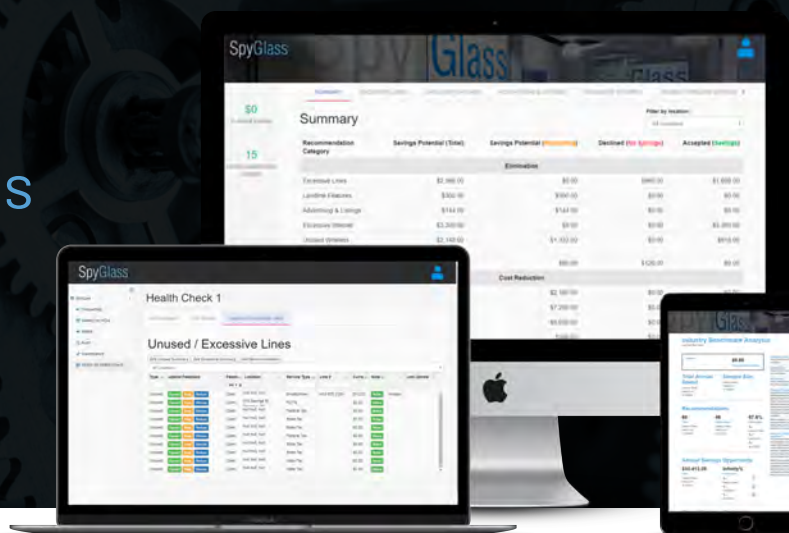
Technology Expense Management Experts at Your Service

Your IT staff is talented, but they're also busy keeping your systems running and on the cutting edge. Our technology expense auditing team uncovers where your telecom providers are not taking care of you. Very simply, our personalized technology audits deliver surprising savings.

SpyGlass

Our SnapShot Audit Spots Technology Service Savings

With a comprehensive technology expense SnapShot Audit from SpyGlass, you'll gain technology expense clarity and an average savings of **20%** monthly.



Get Started with Our Proven, Simple Steps



Contact

Contact SpyGlass to start your technology expense SnapShot Audit.



Submit

Submit **technology billing** from your most recent two-month period of all services.



Meet

Meet with our team of experts to review your SnapShot Audit results.



Choose

Choose the savings recommendations you want SpyGlass to implement.



Payment

Pay only for the implemented and verified savings SpyGlass executed on your behalf.

Guaranteed ROI in One Year or Less

Our compensation is success-based, so you only pay if we save you money. There are no up-front costs and you will always be in control of what's implemented. After your selected recommendations are implemented, you pay us a portion of what you've saved while being guaranteed to recoup our fee in one year or less. It's that simple.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving the use of fireworks on July 3, 2023, between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) p.m., in accordance with Section 5-2-13(B)(1) of the Waterloo City Code.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo and Cedar Falls Police Departments recommend allowing the use of fireworks on July 3 due to July 4th falling on a Tuesday.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 5683-01.17.2023

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

ORDINANCE NO. 5683

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING SECTION 13, FIREWORKS, OF CHAPTER 2, GENERAL OFFENSES, TITLE 5, POLICE REGULATIONS, AND ENACTING IN LIEU THEREOF A NEW SECTION 13.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 13, Fireworks, Chapter 2, General Offenses, Title 5, Police Regulations is hereby repealed and a new Section 13, Fireworks, Chapter 2, General Offenses, Title 5, Police Regulations is enacted in lieu thereof as follows:

5-2-13: FIREWORKS:

A. Definition: The sale and use of fireworks is subject to the definitions enumerated in Iowa Code sections 100.19 and 727.2, as amended, which definitions are incorporated herein by this reference.

B. Prohibitions And Use:

1. It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Waterloo except on July 4 of each year between the hours of twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply the same calendar year. This section shall not apply to novelty fireworks as defined by Iowa Code section 727.2.

2. The use of consumer fireworks that mimic display fireworks or rise to one hundred fifty (150) decibels or to two hundred ten feet (210') elevation is banned from use at all times within the corporate limits of the City of Waterloo unless the user has obtained a permit as provided in subsection D below.

3. Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Waterloo, when such occurs on July 4, shall only occur on the user's owned real property, or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights of way, streets, parks, or parking lots.

4. It shall be prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.

5. All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

C. Exceptions: This section shall not apply to the use of blank cartridges for a show or the theater, for signal purposes in athletic sports or by railroads or trucks for signal purposes, or by a recognized military organization, or for use in military funerals. Provided further, this section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

D. Enforcement:

1. Citations for violations of this section 5-2-13 shall be directed to the person observed/found to have committed the violation or the owner of real property on which the evidence of violation exists. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

2. The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 5-2-13(F).

E. Permit: Subsection B of this section shall not apply to anyone who has applied in writing and has received approval from the Council for the use of consumer fireworks or display fireworks anywhere in the City on any date when the fireworks display will be handled by a professional operator, as referenced in section 9-2C-4 of this code.

F. Sales: A seller of consumer fireworks must possess a license from the State Fire Marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Waterloo except as authorized by this section.

G. Violation: A violation of this section is a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars (\$250.00).

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED:	January 17, 2023
PASSED 1st CONSIDERATION:	January 17, 2023
PASSED 2 nd CONSIDERATION:	January 17, 2023
PASSED 3 rd CONSIDERATION:	January 17, 2023

PASSED AND ADOPTED this 17th day of January 2023.

Ordinance No. 5683
Page 3

Ray Feuss



Ray Feuss, Mayor Pro Tem

ATTEST:

Kelley Felchle



Kelley Felchle, City Clerk

SEAL





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

Resolution approving a Joint Public Improvement Agreement with the Municipal Telecommunications Utility of the City of Waterloo, for the purpose of defining the respective rights and obligations for joint public improvement projects, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Joint Public Improvement Agreement

JOINT PUBLIC IMPROVEMENT AGREEMENT

THIS JOINT PUBLIC IMPROVEMENT AGREEMENT (hereinafter "Agreement") is made and entered into by and between the City of Waterloo, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (hereinafter "City"); and the Municipal Telecommunications Utility of the City of Waterloo, a municipal utility organized and existing under the laws of the State of Iowa (hereinafter "Utility").

WHEREAS, the City Council of Waterloo, Iowa and the Board of Trustees of the Utility have determined it to be in the best interests of the residents and ratepayers of the City and the Utility to cooperate in the joint undertaking of a public improvement project as herein defined; and

WHEREAS, the City and the Utility desire to enter into this Agreement for the purpose of defining their respective rights and obligations in connection with said project;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions, the City and the Utility agree as follows:

1. Purpose. The purpose of this Agreement is to provide for efficiencies in connection with the design, bid letting and construction of the project hereinafter described, for the mutual benefit of the residents and ratepayers in the City of Waterloo.

2. Project. Except as herein provided, the term "Project" shall mean the FY 2023 Construction of a Fiber-to-the-Premises Feeder/Distribution ("FTTP") and Backbone Network Project. The FTTP system is intended to pass all residents and businesses of Waterloo and includes approximately 390.54-miles of underground construction, and will be under the management and control of the Utility. The backbone includes approximately 115.80-miles of underground construction along major city corridors and key commercial areas. The backbone is presently intended to be under the management and control of the City, provided, however, that design changes, if any, could result in a portion of the backbone being under the management and control of the Utility.

3. Project Cost. Except as herein provided, the term "Project Cost" shall mean all costs and expenses reasonably incurred by the City and the Utility in connection with the design, bidding and construction of the Project.

4. Project Costs - Source of Funds. Each party is obligated and agrees to pay the portion of the Project Costs associated with the portion of the Project to be under its management and control, once in operation; provided, however, that Project Costs may be paid from any lawfully available funds or sources and certain funds or sources may be under the control of the other party. For example, general obligation financing

and ARPA funds are under the control of the City but may be used to pay for certain Project Costs pertaining to the portion of the Project which will be under the management and control of the Utility. The parties shall work together to establish the final financing plan, provided that such financing plan and the Project Cost allocation shall be made in accordance with applicable law. All payments shall be made from any lawfully available funds or sources. Project Cost payments may be made directly to the contractors associated with the Project or by reimbursement to the other party if such funds are advanced on behalf a party.

If either party issues bonds or notes related to the Project (such party being the “Issuing Party”), and if such bonds or notes are used to construct portions of the Project that will be under the other party’s management and control once in operation, the other party agrees that it shall be responsible for paying the Issuing Party an amount or amounts equal to the portion of the debt service payments on such bonds or notes correlating with the portions of the Project financed by said bonds or notes which will be under its management and control. Payments to the Issuing Party may be made at the approximate time the applicable debt service payments are due, or by subsequent reimbursement to the Issuing Party.

It is further understood that the Utility may use a portion of the backbone under the management and control of the City, and shall pay for such use in accordance with applicable law pursuant to a joint use agreement or other form of agreement to be prepared by the parties after the applicable Project Costs are known or at such other time as may be necessary and appropriate. If the City receives Utility services or uses portions of the FTTP system, the Utility may charge the City for such services or use.

The parties shall cooperate with each other to execute and deliver such instruments and documents and take such actions as may be required to effectuate the provisions and intent of the cost sharing and usage provisions of this Agreement.

5. Project Responsibilities. The parties will have the following respective, responsibilities in connection with the Project.

I. The City:

- A. The City shall be responsible for the portion of the Project Costs associated with the portion of the Project under its management and control, once in operation.
- B. The City will serve as the lead agency for the Project, and will enter into the engineering services agreement and the construction contract(s) for the Project. The Project shall be administered by the City and the City shall be responsible for the daily construction

administration of the Project.

- C. The City shall post a combined notice to bidders for the City and Utility as required by Iowa Code §§ 26.3 and 26.7.
- D. Before entering into a contract for the Project, the City shall publish a combined notice of public hearing for the City and Utility, as required by Iowa Code § 362.3, and hold a public hearing to consider and approve the proposed plans, specifications, form of contract, and estimated total cost of the public improvement, as required by Iowa Code § 26.12.
- E. Before entering into a contract for the Project, the City shall obtain authorization from the Utility after the Utility (1) holds its public hearing to consider and approve the proposed plans, specifications, form of contract, and estimated total cost of the public improvement, and (2) determines the lowest responsive, responsible bidder(s).

II. The Utility:

- A. The Utility shall be responsible for the portion of the Project Costs associated with the portion of the Project under its management and control, once in operation.
- B. Before authorizing the City to enter into a contract for the Project, the Utility shall (1) hold a public hearing to consider and approve the proposed plans, specifications, form of contract, and estimated total cost of the public improvement, as required by Iowa Code § 26.12, and (2) either reject all bids or determine the lowest responsive, responsible bidder.
- C. After holding said hearing and determining the lowest responsive, responsible bidder, the Utility shall provide its authorization to the City for the City to enter into a contract or contracts for the Project.

6. The City shall be responsible for processing payments related to the Project, and will keep detailed payment records related to the Project. Project Cost and payment information will be shared with the Utility periodically throughout the construction of the Project.

7. Except as herein provided, the project shall be supervised by the City of Waterloo's Public Works Division Manager, Randy Bennett.

8. Bids for the project shall be submitted to the City Clerk for the City of Waterloo.

9. Award of Contract. After receipt of the report of bids, the Utility will either reject all bids or determine the lowest responsive, responsible bidder. The City will either reject all bids or determine the lowest responsive, responsible bidder and award the contract. Both parties must agree on the selection of the Contractor who is awarded the Project.

10. Project Acceptance. The public improvements associated with the Project shall be accepted as complete by resolutions approved by both the Utility and the City.

11. Project -- Timetable. The project shall be commenced on or before May 10, 2023, shall be substantially completed by December 31, 2026, barring any unforeseen delay.

12. Agreement -- Method of Approval. The parties hereto shall approve this Agreement by resolution.

13. Agreement -- Effective Date. This Agreement shall be effective from and after the date on which this Agreement is approved by the parties.

14. Agreement -- Duration. This Agreement shall be effective from the effective date herein provided until terminated as herein provided.

15. Agreement -- Termination. This Agreement shall terminate after the Project has been completed and all Project Costs and payments allocated to each party under this Agreement have been paid.

16. Agreement -- Method of Termination. This Agreement may be terminated by mutual agreement of the parties. Any such termination shall be in writing, and the parties hereto shall approve such termination by resolution.

17. Agreement -- Effect of Termination. The termination of this Agreement shall not relieve either party hereto of any obligations or liabilities accrued prior to the effective date of such termination, including but not limited to payment of Project Costs and other payment obligations hereunder incurred before termination.

18. Notices. Any notice under this Agreement shall be in writing.

Notices to the City of Waterloo shall be addressed to: Martin Petersen, City

Attorney, 715 Mulberry Street, Waterloo, IA 50703

Notices to the Municipal Telecommunications Utility shall be addressed to:
Kelley Felchle, City Clerk, 715 Mulberry Street, Waterloo, IA 50703

19. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

20. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

22. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

23. Severability. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the City has caused this Agreement to be approved by resolution of its City Council this 20th day of February, 2023.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

ATTEST:

By: _____
Kelley Felchle, City Clerk

IN WITNESS WHEREOF, the Utility has caused this Agreement to be approved by resolution of its Board of Trustees this 22nd day of February 2023.

MUNICIPAL TELECOMMUNICATIONS
UTILITY OF THE CITY OF WATERLOO, IOWA

By: _____
Andrew Van Fleet, Chair

ATTEST:

By: _____
Kelley Felchle, Secretary of the Board of Trustees

02157738-1\11310-157



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Sidewalk, Construction, Inspections, and Repair program.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Sidewalk Ord. Amendment 2023

Prepared by Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

ORDINANCE NO. XXXX

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY REPEALING CHAPTER 2, SIDEWALK CONSTRUCTION, INSPECTIONS, AND REPAIR, AND ARTICLE A, INSPECTION AND REPAIR, OF TITLE 7, PUBLIC WAYS AND PROPERTY, AND ENACTING IN LIEU THEREOF A NEW CHAPTER 2, SIDEWALK CONSTRUCTION, INSPECTIONS, AND REPAIR, AND ARTICLE A, INSPECTION AND REPAIR, OF TITLE 7, PUBLIC WAYS AND PROPERTY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Chapter 2, Sidewalk Construction, Inspections, and Repair, and Article A, Inspection and Repair, of Title 7, Public Ways and Property is hereby repealed and a new Chapter 2, Sidewalk Construction, Inspections, and Repair, and Article A, Inspection and Repair, of Title 7, Public Ways and Property is enacted in lieu thereof as follows:

7-2-1: CITY COUNCIL TO ORDER CONSTRUCTION:

A. Permanent Or Temporary Sidewalks: The city council may, by resolution, order the construction of permanent and/or temporary sidewalks upon any streets, highways, avenues or public grounds in the city, but the construction of permanent sidewalks shall not be made until the bed of the sidewalks shall have been graded, so that when completed, the sidewalks shall be at the established grade.

B. Vote Required For Improvement: Unless the owners of a majority of the linear feet of property fronting on the proposed sidewalk improvement petition the city council therefor, the proposed improvement shall not be made unless three-fourths (3/4) of all the members of the city council shall, by vote, order the making thereof.

7-2-2: PUBLIC IMPROVEMENT PROCEDURES:

The procedure for the construction of the public improvements in the nature of the construction of new public sidewalks, whether permanent or temporary, shall be governed by any and all provisions of the Iowa Code, then in existence, with regard to notice for hearing, publication of notice, notice of assessments and any other relevant statutory rules and regulations.

7-2-3: SPECIAL ASSESSMENTS FOR IMPROVEMENTS:

A. Payments: Any assessment that exceeds five hundred dollars (\$500.00) may be paid in installments as set by the city council, not exceeding eleven (11), in the same manner ~~and at the same interest rate~~ as for special assessments under Iowa Code chapter 384, division IV and at an interest rate of four percent (4), in accordance with Iowa Code Section 384.60 and Chapter 74A.

B. Certification Of Special Assessments To County Treasurer: Upon making the special assessment pursuant to this chapter, it shall be certified to the county treasurer and shall be placed on the tax list as is provided by law.

7-2-4: JOB PERMITS REQUIRED:

A. No person, except the public works director or the city engineer, while acting in their official capacity, or a contractor in performing the necessary work on a contract with the city, shall construct or cause to be constructed any concrete sidewalk in any public street, avenue,

alley or highway within the city except such walks as are required to connect residences or other buildings with the city sidewalks, curbs or street roadways, without first obtaining a permit therefor, signed by the city engineer. The permit shall describe the location of the work and state the time in which it is to be done. If an extension of time is required, the permittee shall present the permit to the city engineer for an extension of the completion date, and no extension of time shall be valid unless signed by the city engineer.

B. All permits issued pursuant to subsection A of this section must be kept at the place of construction for which they were issued during the time when the work is being done and exhibited when called for by the city official having the authority to examine the permit(s).

C. Sidewalk improvement permit fees shall be set by resolution of the city council and be collected by the office of the city engineer. Work performed by the city shall not require a permit fee.

7-2-5: CONTRACTOR'S BOND:

Any person constructing sidewalks within the city must first file a right of way construction bond with the city clerk in the sum of ~~fifteen thousand dollars (\$15,000.00)~~ twenty thousand dollars (\$20,000.00), effective ~~January 1, 2017~~ March 1, 2023. The application for such construction must be approved by the city council and conditioned upon the fulfillment of the following:

- A. Faithful performance of all duties and regulations required by this chapter;
- B. Faithful performance of every driveway and sidewalk specification on file in the city engineer's office, and/or any provision of this code or other city ordinance regulating the construction, reconstruction or repair of sidewalks within the city;
- C. Prompt payment to the city of any sums that may become due for any reason or under this chapter;
- D. Prompt payment of all fines imposed upon said person for a violation of this chapter, which violations occur during the life of the bond; and
- E. Upon indemnifying and keeping the city harmless from any liability arising from said person's constructing or reconstructing sidewalks within the city.

7-2-6: STANDARDS AND SPECIFICATIONS:

Standards and specifications for concrete sidewalks shall be prescribed from time to time by the city council, and shall be on file in the office of the city engineer; conformance with such standards and specifications is required, and failure to comply shall be grounds for revocation of the permit issued pursuant to this chapter to construct a sidewalk.

7-2-7: VIOLATION; PENALTY:

A. Any person violating the provisions of this chapter shall be deemed guilty of an offense, and shall be liable for all damage sustained by the city or by any person. Failure to comply with any of the provisions of this chapter shall be deemed a municipal infraction and upon conviction thereof shall be punished in accordance with subsection 1-3-2C of this code.

B. In the case of a construction specification of this chapter not being complied with, the sidewalk contractor shall be given written notice by the city engineer, or designee, stating the specifications not complied with and the contractor shall cause the work to comply with such specifications within fifteen (15) days of the mailing of the notice. If the contractor fails to

comply with the notice, the bonding company shall be notified by regular mail of such failure to comply.

C. Any person who shall have violated the provisions of this chapter shall be refused any further permit required by this chapter until that person has complied with all the provisions of this chapter.

ARTICLE A.
INSPECTION AND REPAIR

SECTION:

7-2A-1: DEFINITIONS

7-2A-2: SIDEWALK SPECIFICATIONS

7-2A-3: PERMITS

7-2A-4: INSPECTIONS

7-2A-5: IMPROVEMENTS AND REPAIRS

7-2A-6: BARRICADES AND WARNING LIGHTS

7-2A-7: COST OF IMPROVEMENTS; ASSESSMENTS

7-2A-8: VACATION OF SIDEWALKS

7-2A-1: DEFINITIONS:

As used in this article, the following words have the following meanings:

CITY ENGINEER: The city engineer or personnel designated by the city engineer to perform the duties prescribed for the engineer by this article.

DEFECTIVE SIDEWALK: Any public sidewalk exhibiting one or more of the following characteristics:

- A. Vertical separations equal to three-quarters inch (3/4") or more;
- B. Horizontal separations equal to three-quarters inch (3/4") or more;
- C. Spalling or surface deterioration over fifty percent (50%) of the surface of a single square of the sidewalk and one or more half-inch (1/2") depressions;
- D. A single square of sidewalk cracked in such a manner causing three (3) or more pieces with one or more loose pieces;
- E. A sidewalk that is sloped or tilted creating water pockets, greater than ½ the width of the sidewalk, measured at any one point;
- F. A change from design or construction grade equal to or greater than two inches (2") in a ten foot (10') long area or less;
- G. Holes and/or depressions greater than one-half inch (1/2") deep and one and one-half inches (1 1/2") or more in any horizontal dimensions; Holes to the full depth of the sidewalk shall be repaired by removal and replacement of the full panel from existing joint to existing joint.

H. Vertical or horizontal separations equal to three-fourths inch (3/4") or more where sidewalk abuts the curb, or any other fixture or structure and the separation is deemed unsafe;

I. Any other defects deemed unsafe by the City Engineer.

OWNER: The person owning the fee title or the contract purchaser for purposes of notification required herein. For all other purposes, "owner" shall include the lessee, if any.

SIDEWALK IMPROVEMENTS: The reconstruction, repair, replacement or removal of a public sidewalk or the excavating, filling or depositing of material in the public right of way in connection therewith.

SIDEWALK REPAIRS: Sidewalk repairs shall be by removal and replacement of full sidewalk panels from existing joint to existing joint for all defect types except surface depressions with an area of eighteen (18) square inches or less, which qualify for repair by patching. No sidewalk panel shall have a patched area exceeding 20% of the panel's total area. Sidewalk panels exceeding 20% of patched surface area shall be removed and replaced from existing joint to existing joint. A list of approved patching materials shall be on file in the city engineer's office.

7-2A-2: SIDEWALK SPECIFICATIONS:

All sidewalk improvements on public property, whether performed by the owner of the abutting property or by the city, shall be performed under the supervision and inspection of the city engineer or designee and in accordance with the plans and specifications prepared by the city engineer's office and approved by the city council. No permanent sidewalk improvements shall be performed until the bed for the same shall have been graded so that when completed such sidewalk shall be at the location and grade established by the city engineer or designee.

7-2A-3: PERMITS:

A. Permit Required: No person shall make any sidewalk improvements whether ordered by the city council or not, unless such person obtains a permit from the city engineer and agrees that, in making the sidewalk improvements, compliance will be made with the ordinances of this city and with the specifications for the sidewalks as prepared by the city engineer and approved by the city council, and that the work shall be done under the direction and supervision of the city engineer and subject to the approval of the city engineer or designee.

B. Bonds: A bond shall be required for all repairs except repairs made by patching as allowed under the definition of "sidewalk repairs" in section 7-2A-1 of this article. The bond shall be filed in the proper amount and the owner shall also agree to hold the city free from all liability for damages on account of injuries received by anyone through the negligence of such person or agents thereof in making the sidewalk improvements, or by reason of failure to properly guard the premises.

C. Filing, Term Of Permits: All permits issued shall be filed and preserved in the office of the city engineer. Before granting any permit to make sidewalk improvements, the city engineer shall determine the appropriateness of the same and shall state in all permits issued when the sidewalk work is to be completed.

D. Extension Of Permit: The time of completion for the sidewalk improvements may be extended by the city engineer when in his judgment the extension is deemed necessary. The city engineer may withhold the issuance of any permit for any sidewalk improvements for a sufficient period to determine the necessity for the proposed improvements or if weather conditions will adversely affect the sidewalk improvements.

E. Permit Fees: Sidewalk permit fees shall be set by resolution of the city council and collected by the city engineer's office. Work performed by the city shall not require a permit fee.

F. Failure To Obtain Permit: Whenever any sidewalk improvements are not completed in conformance to the provisions of this article, i.e., not in compliance with the current sidewalk standard specifications, or without a permit, the city engineer shall serve notice upon the property owner and/or the contractor doing such work of the nonconformance. If construction work is underway without a permit, the notice shall order the work to cease until a permit is obtained, and a fee of three (3) times the permit cost in addition to the cost of the original permit is paid. If the sidewalk improvement underway with a permit is not in conformance with the current sidewalk specifications, all work must be corrected to comply with the current specifications. In the event that the sidewalk work has been completed without obtaining a permit, a permit shall be immediately obtained, and a fee of three (3) times the permit cost in addition to the cost of the original permit is paid, and any corrections needed shall be completed within five (5) days after receipt of the permit. Any person who shall have violated the provisions of this chapter shall be refused any further permits required by this chapter until he has complied with all of the provisions of this chapter. Failure to comply with this notice shall result in the completion of the work being done by the office of the city engineer with the costs being assessed to the property owner as provided in this article.

7-2A-4: INSPECTIONS:

A. Time Of Inspections: The office of the city engineer, its employees, or designees shall be responsible for inspecting the public sidewalks on a twelve (12) year cycle within the city or on a complaint basis. These inspections shall be made to determine if any of the public sidewalks within the city are defective as previously defined.

B. Inspection And Approval: The city engineer, or a designee, shall inspect the work, and may order the corrections if the work does not meet specifications.

7-2A-5: IMPROVEMENTS AND REPAIRS:

A. Sidewalk Improvements Ordered: The city engineer may order the reconstruction, repair or replacement of permanent sidewalks upon any public right of way. Notice of this order shall be sent to the owner by regular mail. This notice shall include the fact that a hearing shall be held by the city council within thirty (30) days from the date of sending of the notice. The notice shall also contain information regarding the estimated costs of reconstruction, repair or replacement, as estimated by the office of the city engineer.

B. Defective Sidewalks Repaired: It shall be the duty of the abutting property owner at any time, or within forty five (45) days from the date of notice from the city, to repair, replace or reconstruct all broken or defective sidewalks in the public right of way abutting said property. If, after the expiration of the forty five (45) days, as provided in the notice, the required work has not been done or is not in the process of completion, the city engineer shall proceed to repair, replace or reconstruct the sidewalk. The total costs, including, but not limited to, engineering, inspection, construction and administrative costs, shall be assessed to the property as taxes or special assessments as provided hereinafter.

7-2A-6: BARRICADES AND WARNING LIGHTS 1 :

Proper warning lights and barricades shall be placed to protect persons from materials, equipment and dangerous conditions. Placement and maintenance of adequate warnings is the responsibility of the constructor, or the person conducting the work.

Notes

1. See also sections 7-1-3 and 7-3-10 of this title.

7-2A-7: COST OF IMPROVEMENTS; ASSESSMENTS:

A. Hearing On Estimated Costs: The city council shall hold a hearing within thirty (30) days from the date of the sending of the notice, as aforementioned, wherein, at the time and place designated in the notice, the city council shall consider the estimated costs of reconstruction,

repair or replacement which may be assessed against the property owners and any errors, irregularities or inequalities in the proposed reconstruction, repair or replacement. Affected property owners shall have the right to object to the proposed costs.

B. Notice Of Assessment For Repair Costs: When the city engineer submits an assessment for sidewalk improvements or repair, the city clerk shall send a notice of such facts to the owner of the abutting property. The notice shall be sent by regular mail to the last known address of the owner. The notice shall contain a statement of the work performed, the total costs of the work that is being assessed, a description of the property affected, and the fact that the person may pay the amount assessed by a certain date without interest or penalty. The notice shall also indicate that the person may object to such assessment, on account of errors, irregularities or inequalities, and give the place and time at which the city council will hear such objections. The time set for hearing shall be within thirty (30) days after the service or mailing of the notice.

C. Hearing And Assessment: At the time and place designated in the notice, the city council shall consider all objections to the assessment, correct all errors or omissions and adopt a corrected list of the amounts to be assessed against the property.

D. Billing, Certification To County: Thirty (30) days after the decision of the city council of the assessment, the city clerk shall certify any unpaid amounts to the Black Hawk County treasurer. The unpaid assessments shall be collected by the county treasurer in the same manner as special assessments. The following schedule shall control the method wherein the property owner shall be required to pay any unpaid portion of the total costs of the repair of the sidewalk:

<u>\$0.00 to \$500.00</u>	<u>1 year</u>
<u>\$500.01 to \$1,000.00</u>	<u>3 years</u>
<u>\$1,000.01 to \$1,500.00</u>	<u>5 years</u>
<u>\$1,500.01 to \$2,500.00</u>	<u>7 years</u>
<u>\$2,500.01 to \$3,500.00</u>	<u>9 years</u>
<u>\$3,500.01 and over</u>	<u>11 years</u>

\$0.00 to \$500.00	—1 year
\$500.01 to \$1,500.00	—3 years
\$1,500.01 to \$2,500.00	—5 years
\$2,500.01 to \$3,500.00	—7 years
\$3,500.01 and over	—9 years

Such assessments shall be paid in the same manner as for special assessments under Iowa Code Chapter 384, division IV and at an interest rate of four percent (4), in accordance with Iowa Code Section 384.60 and Chapter 74A. ~~in the same manner and at the same interest rates as for special assessments under Iowa Code chapter 384, division IV.~~ No interest shall be charged for such assessments, or parts thereof, if paid within thirty (30) days from the date of the city council determination on the final amounts of the assessment.

7-2A-8: VACATION OF SIDEWALKS:

A sidewalk may be vacated by the owner of the property by making a request to the planning, programming and zoning commission. The city engineer, and/or his designee, will review the request and forward it, along with his recommendation, to the planning, programming and zoning commission. The planning, programming and zoning commission will review the vacation request at its regular monthly meeting. The commission's recommendation will be forwarded to the city council for its consideration at its next regular meeting.

Section 2. If any section, provision, or part of this chapter shall be adjudged invalid or

unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED:	_____
PASSED 1st CONSIDERATION:	_____
PASSED 2 nd CONSIDERATION:	_____
PASSED 3 rd CONSIDERATION:	_____

PASSED AND ADOPTED by this Council this ____ day of _____ 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. _____ as passed and adopted by the City Council of the City of Waterloo, Iowa, on the ____ day of _____ 2023.

Witness my hand and seal of office this ____ day of _____ 2023.

SEAL	_____ Kelley Felchle, City Clerk
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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

February 20, 2023

AGENDA ITEM TITLE

An ordinance enacting a new youth mental health protection.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Anti-Conversion Therapy Ordinance 2023 final

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY ENACTING A NEW CHAPTER 12, YOUTH MENTAL HEALTH PROTECTION, TITLE 3, BUSINESS AND LICENSE REGULATION.

WHEREAS, contemporary science recognizes that being lesbian, gay, bisexual, or transgender is part of the natural spectrum of human identity and is not a disease, disorder, or illness;

WHEREAS, conversion therapy has been rejected by every major medical and mental health organization, including the American Psychological Association, American Psychiatric Association, American Medical Association, American Academy of Pediatrics, American Academy of Child and Adolescent Psychiatry, American Counseling Association, American Psychoanalytic Association, American School Counselor Association, American School Health Association, National Association of Social Workers, and the Pan American Health Organization;

WHEREAS, the advertising and provision of conversion therapy in exchange for monetary compensation is consumer fraud;

WHEREAS, conversion therapy leads to critical health risks including anxiety, depression, decreased self-esteem, substance abuse, homelessness, and suicide;

WHEREAS, minors are especially vulnerable to the harms associated with conversion therapy;

WHEREAS, the City has a compelling interest in protecting the physical and psychological well-being of minors, including lesbian, gay, bisexual, and transgender youth, and in protecting its minors against exposure to serious harms caused by conversion therapy.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That a new Chapter 12, Youth Mental Health Protection, of Title 3, Business and License Regulation, be enacted as follows:

CHAPTER 12
YOUTH MENTAL HEALTH PROTECTION

SECTION:

3-12-1: DEFINITIONS

3-12-2: CONVERSION THERAPY PROHIBITED

3-12-3: ENFORCEMENT

3-12-4: PENALTIES

3-12-5 SEVERABILITY

3-12-1: DEFINITIONS:

SEXUAL ORIENTATION, GENDER IDENTITY CHANGE EFFORTS, OR CONVERSION THERAPY: Means any practices or treatments that seek to change an individual's sexual orientation or gender identity, including efforts to change behaviors or gender expressions or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender. Sexual orientation or gender identity change efforts do not include counseling that provides assistance to a person undergoing gender transition or that provides acceptance, support,

and understanding of a person or facilitates a person’s coping, social support, and identity exploration and development, including sexual-orientation-neutral interventions to prevent or address unlawful conduct or unsafe sexual practices, as long as such counseling does not seek to change an individual’s sexual orientation or gender identity.

MEDICAL OR MENTAL HEALTH PROFESSIONAL: Means any individual who is licensed by a local, state, federal, or other regulatory body to engage in a profession related to physical or mental health, including any students, interns, trainees, apprentices, or assistants who provide medical or mental health services under the auspices, guidance, or supervision of a licensed medical or mental health professional.

3-12-2: CONVERSION THERAPY PROHIBITED:

No medical or mental health professional shall engage in conversion therapy with a minor within the City.

3-12-3: ENFORCEMENT:

The City Attorney shall enforce the provisions of this ordinance. If the City Attorney receives a report of a violation of this ordinance, the City Attorney or the City Attorney’s designee shall mail to the medical or mental health professional written notice to immediately cease and desist the violation. The failure of the medical or mental health professional to immediately cease and desist shall subject the medical or mental health professional to the civil penalty provided in Section 4 of this chapter.

3-12-4: PENALTIES:

A violation of Section 2 of this chapter is a Municipal Infraction pursuant to 1-3-2 of the City Code. Each day in violation constitutes a separate offense.

3-12-5 SEVERABILITY:

If any provision or clause of this chapter or its application to any person or in any circumstances is held invalid, such invalidity shall not affect other provisions or applications of this chapter, which can be given effect without the invalid provision, or application, and to this end, the provisions of this chapter shall be severable.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2023
PASSED 1st CONSIDERATION: _____, 2023
PASSED 2nd CONSIDERATION: _____, 2023
PASSED 3rd CONSIDERATION: _____, 2023

PASSED AND ADOPTED this ____ day of _____, 2023.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk