

Amended Council Agenda
Council Meeting
Monday, December 19, 2022

AMENDED

Item 5:

Resolution approving the Waterloo Convention and Visitor Bureau Board recommendation of awarding \$3,000 to IowaSTEAM and \$3,000 to 50/50 Bowling Tournament. \$99,000 for twelve events and two capital projects occurring in FY2023.

Reason: Prior grant award inadvertently uploaded to the agenda.

**THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, December 19, 2022
5:30 PM**

**CITY OF WATERLOO
COMMUNITY VISION PLAN**

1. Fly the W: To develop a sense of pride and relationship between residents and the City of Waterloo, and then leverage that pride to communicate the City's attributes to external audiences.
2. Elevate Housing: Redevelop, renovate, or improve 800 residences in Waterloo in eight years by providing access to capital.
3. Celebrate and Connect Neighborhoods: To leverage Waterloo's rich tradition of neighborhoods by celebrating and connecting them with the community and region at large.
4. Waterloo Works: Grow a diverse and skilled workforce in Waterloo that connects people and employers for mutual growth.
5. Crossroads Doubledown: Re-energize Crossroads Mall area into a sports/recreation themed gravitational center.
6. Power Up Downtown: Keep Waterloo's core downtown evolving to meet the needs of future generations, supporting and showcasing arts and cultural opportunities and creating an experience like no other.
7. Sportstown USA: To generate excitement, develop youth, and drive investment and economic impact from year-round visitors.
8. Community of Opportunity: Eliminate barriers that keep Waterloo residents, and the community as a whole, from reaching its true potential, creating an equitable, thriving, and sustainable community for future generations. Waterloo is a Community of Opportunity, where everyone can prosper..

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

- A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes. During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. 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.
- B. Council members may speak during public comment portion of the agenda after the public has finished speaking.
- C. Council members may speak during public comment portion of the agenda after the public has finished speaking.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes. During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. 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.

B. Council members may speak during public comment portion of the agenda after the public has finished speaking

C. 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

Dave Boesen, At-Large Council Member

Agenda, as proposed or amended.

Minutes of December 5, 2022, 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 public may speak during the public comment section of the agenda by following the rules listed on the cover page of the agenda.

1. Consent Agenda:

The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed from the consent agenda and considered separately. Such request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda items.

A. Resolution to approve the following:

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

2. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) new Komptech Crambo 6000, including an Overbank Magnet, in the amount of \$944,361.00, from Hennen Equipment, Inc., of Chaska, Minnesota.

Submitted By: Randy Bennett, Public Works Division Manager

3. Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve purchase of one (1) 2023 International model HV507SFA, in the amount of \$110,034.40, from Thompson Truck Center, Waterloo, Iowa.

Submitted By: Randy Bennett, Public Works Division Manager

4. Resolution approving plans, specifications, form of contract, etc., setting date of public hearing as January 3, 2023 in conjunction with the Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT grant project No. ICAAP-SWAP-8155(781)--SH-07, and instruct the City Clerk to publish notice.

Submitted By: Mohammad Elahi, Interim Traffic Operations Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

- a. **Noel Anderson, Community Planning and Development Director and Jamie Knutson, City Engineer**

Class/Meeting: Prospect Presentation

Destination: Atlanta, GA

Dates: October 10-11, 2022

Amount not to exceed: \$2,731.00

- b. **Jeff Siebel, Property Inspector; Jennifer Sparks, Permit Writer**

Class/Meeting: IRC Essentials

Destination: West Des Moines, IA

Dates: January 10-13, 2023

Amount not to exceed: \$2,150.00

- c. **Greg Ahlhelm, Building Official**

Class/Meeting: IRC Essentials

Destination: West Des Moines, IA

Dates: January 10-12, 2023

Amount not to exceed: \$780.00

- d. **Senada Muhic, Housing Coordinator**

Class/Meeting: Homebuyer Education Methods: Training the Trainer - VTI Session

Destination: Online

Dates: February 8 through March 7, 2023 (live sessions 2/8, 2/15, 2/22 and 3/1)

Amount not to exceed: \$600.00

- e. **23 Leisure Services Staff Members**

Class/Meeting: Adult CPR/AED Training for 23 staff

Destination: Sportsplex

Dates: December 19 or December 21, 2022

Amount not to exceed: \$644.00

2. **LIQUOR LICENSES**

- a. **Capella Magna, 622 Commercial Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 11/3/2023
- b. **Carlos O'Kelly's Mexican Cafe, 2060 Sovia Drive, Ste. 104**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/30/2023
- c. **Casey's General Store #3880, 1900 W. Ridgeway Avenue**
Class: E Liquor
Renewal Application Includes Sunday
Expiration Date: 1/31/2024
- d. **HyVee Fast and Fresh #2, 2221 Logan Avenue**
Class: C Beer
Renewal Application Includes Sunday
Expiration Date: 1/2/2024
- e. **Kings & Queens Club, 304 W. 4th Street**
Class: C Liquor w/Outdoor Service
New Application Includes Sunday
Expiration Date: 11/17/2023
- f. **Logan Ave Convenience Store, 735 Logan Avenue**
Class: E Liquor
Renewal Application Includes Sunday
Expiration Date: 11/28/2023
- g. **New Star Liquor, 1625 W. 4th Street**
Class: E Liquor
Renewal Application Includes Sunday
Expiration Date: 12/10/2023
- h. **Screaming Eagle, 228 E. 4th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 1/13/2024
- i. **Singlespeed Brewing Co, 325 Commercial Street**
Class: Special Class A Beer / Class C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/31/2023
- j. **Trucker Bar, 1915 Bourland Avenue**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 12/12/2023
- k. **The Snack Shack, 4335 Texas Street**
Class: E Liquor

- Renewal Application Includes Sunday
Expiration Date: 11/04/2023
- l. **The Snack Shack, 4335 Texas Street**
Class: B Native Wine / C Beer
Renewal Application Includes Sunday
Expiration Date: 10/28/2023
 - m. **Waterloo Black Hawks Hockey, 125 Commercial Street**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 12/15/2023
 - n. **Steamboat Gardens, 1740 Falls Avenue**
Class: C Liquor
Renewal Application Includes Sunday
Expiration Date: 6/13/2023
3. Recommendation of appointment of Britni Perkins to the position of Executive Secretary to the Mayor, effective December 30, 2022.
 4. Motion approving Change Order No. 7 from Woodruff Construction, of Waterloo, Iowa, for a net decrease of \$244,899.10 and a change in the completion date from January 2, 2022 to December 16, 2022 in conjunction with the Wastewater Treatment Plant Biosolids Modification Project, Contract No. 994, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Director
 5. Motion to receive and place on file the 2023 Budget of the Waterloo Water Works, and authorize the City Clerk to file said documents with the Black Hawk County Auditor.

Submitted By: Chad Coon, General Manager Waterloo Water Works
 6. Bonds.

PUBLIC HEARINGS

2. **Waterloo Regional Airport - Pave Airport Fire Station Parking Lot, CARES Funded Project No. 3-19-0094-0055 (CARES).**

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 confirming approval of plans, specifications, form of contract, etc. and authorizing to proceed.
Motion to receive, file, and instruct the City Clerk to read bids and refer to the Airport Director for review.

Submitted By: Keith Kaspari, MPA, C.M., Airport Director
3. **Waterloo Regional Airport - Improve Terminal Building - Upgrade HVAC and CCTV Project No. 3-19-0094-054 CARES.**

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 confirming approval of specifications, bid documents, etc. and authorizing to proceed.
Motion to receive, file, and instruct the City Clerk to read bids.
Resolution awarding the bid to _____ of _____ in the amount of _____, in

conjunction with the Waterloo Regional Airport - Improve Terminal Building - Upgrade HVAC and CCTV Project No. 3-19-0094-054 CARES.

Submitted By: Keith Kaspari, MPA, C.M., Airport Director

4. South Street and West 9th Street Mini-Roundabout, Iowa DOT grant Project No. CS-TSF-8155(777)- -85-07.

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

HOLD HEARING - No comments on file.

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

Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.

Motion to receive, file and instruct City Clerk to read bids.

Resolution awarding bid to _____, of _____ in the amount of \$ _____, in conjunction with South Street and West 9th Street Mini-Roundabout, Iowa DOT grant Project No. CS-TSF-8155(777)- -85-07.

Submitted By: Mohammad Elahi, Interim Traffic Operations Director

RESOLUTIONS

- 5.** Resolution approving the Waterloo Convention and Visitor Bureau Board recommendation of awarding \$3,000 to IowaSTEAM and \$3,000 to 50/50 Bowling Tournament.

Submitted By: Tavis Hall, Executive Director of Experience Waterloo

- 6.** Resolution approving a Professional Services Agreement with Riverwise Engineering, LLC, of Durango, Colorado, in the amount of \$580,380.00, in conjunction with final design for the construction of a whitewater course on the Cedar River in downtown Waterloo.

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

- 7.** Resolution approving a Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed \$48,000.00, to provide bidding-related engineering services for the Third Party Renewable Natural Gas Project, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Director

- 8.** Resolution approving a Development Agreement with WBM, LLC, for the construction of two (2) commercial buildings located west of 2843 Geraldine Road, with a Minimum Assessment Agreement in the amount of \$1,034,700.00, with rebates of five (5) years at 50 percent and a development grant of \$250,000.00 for Phase I, and rebates of two (2) years at 50 percent for Phase II, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

- 9.** Resolution approving a request by the City of Waterloo, the James L. Grady Revocable Trust U/A Dated March 4, 2013 and Jeanette J. Grady Revocable Trust U/A Dated March 4, 2013, for an Easement Agreement for ingress and egress to City owned property, with a term of five (5) years ending December 31, 2027, and a yearly compensation to the owner of \$500.00 per year, located adjacent to 570 West Shaulis Road, (MidAmerican Substation), and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

- 10.** Resolution approving changes to the City Travel and Meetings Policy, effective December 20, 2022.

Submitted By: Bridgett Wood, Finance Manager

11. Resolution approving a Payment Services Agreement with Tyler Technologies, Inc. and Nvoicepay, Inc., for accounts payable automation, and authorizing the Mayor to execute said document.

Submitted By: Bridgett Wood, Finance Manager

12. Resolution approving a Professional Services Agreement with Municipal Collections of America, Inc., for debt collection services for the City of Waterloo, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Pat Treloar, Fire Chief

13. Resolution directing filling Ward 4 City Council vacancy by appointment.

Submitted By: Kelley Felchle, City Clerk

14. Resolution approving Amendment No. 7 to Development Agreement with Central Property Holdings, LLC to include a grant for extra fill activities in the amount of \$136,983.05, extension of the timeline to finish to October 31, 2023, and authorize the Mayor and City Clerk to sign and execute all necessary documents.

Submitted By: Noel Anderson, Community Planning & Development Director

ORDINANCES

15. **Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan.**

Motion to receive, file, consider and pass for the second time an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project.

Motion to suspend the rules.

Motion to consider and pass for the third time and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

16. **An ordinance amending the City of Waterloo Code of Ordinances by adding Section 3, Failure to Pay, to Chapter 3, General Penalty, Title 1, Administration.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by Adding Section 3, Failure to Pay, Chapter 3, General Penalty, Title 1, Administration.

Motion to suspend the rules.

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

Submitted By: Martin Petersen, City Attorney

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:30 p.m. Council Work Session, Harold E. Getty Council Chambers

5:10 p.m. Finance Committee, Harold E. Getty Council Chambers

PUBLIC INFORMATION

1. Community Development October 2022 Board Meeting minutes.
2. Communication from the Police Department on the notice of the conclusion of employment for Kashaunda Mhoon, Records Clerk II, effective November 28, 2022, with recommendation of approval of payout of \$174.44 for unused benefits.
3. Communication from the Police Department on the notice of the conclusion of employment for Stacy Davis, Records Technician, effective December 2, 2022, with recommendation of approval of payout of \$1,821.82 for unused benefits.

CITY OF WATERLOO

Council Communication

Minutes of December 5, 2022, Regular Session, as proposed.

City Council Meeting: 12/19/2022

Prepared:

ATTACHMENTS:

Description	Type
☐ Minutes of 12/5/2022	Backup Material

Submitted by:

Submitted By:

December 5, 2022

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, December 5, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Chiles, Grieder, Wilder and Feuss, joined the meeting. Mr. Feuss joined via zoom. Absent: Mr. Amos.

Prayer or Moment of Silence.

Pledge of Allegiance: Willie Mae Wright, Former Ward 4 Council Member.

101040 - Feuss/Grieder

that the Agenda, as proposed, for the Regular Session on Monday, December 5, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

101041 - Feuss/Grieder

that the Minutes, as proposed, for the Regular Session on Monday, November 21, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

UNI student presentation on Environmental/social/health vulnerabilities in areas of Waterloo.

Presentation from Joy Briscoe, Founder of SHIPHT Youth Opportunity Accelerator located at 131 Tower Park Drive, Shared that the SHIPHT Youth Accelerator is moving to work with Sherman Wise and Rodney Anderson to provide equitable employment opportunities.

Rodney Anderson, 403 Franklin Street, shared that they wanted to honor Ms. Willie Mae Wright.

Joy Briscoe shared that they are creating a \$2,000 scholarship for individual's pursuing innovation and entrepreneurship in the Waterloo community and will be on behalf and in the name of Ms. Wright.

Yvonne Davis spoke on behalf of her mother and thanked everyone for acknowledging her mother and presenting flowers while she still lives.

Rodney Anderson recognized Wanda Martinez who was among the first to fund the All-In-Grocers, even before the bank.

Joy Briscoe commented that another \$2,000 scholarship will be created on behalf of All-In-Grocers through SHIPHT and in collaboration with the Waterloo Community Foundation, for individuals post-secondary education or some type of skills.

Wanda Martinez commented that education is so important and so are our young people. We need to stand by them, even when they fall. They cannot get up without our help.

PUBLIC COMMENTS

Priscilla Cunningham, 603 S. Hackett Rd., shared that she found out that the city could not do anything about state landlord tenant laws. She added that she wanted to rebuttal something that someone on city council said that they tried to help her but she refused the help. She shared that nobody has tried to help her on city council. She added that she would continue coming to the city council until she receives justice.

Leon Begay, 204 Baltimore Street, shared that he is expressing concern on behalf of the community for the things that have happened to Priscilla. He added that he wants to propose changes that will help the city provide better housing.

Mr. Boesen requested an update on the non-bargaining employee compensation study.

Mayor Hart commented that funds have not been allocated to the project yet. He shared that they are close to knowing how much AARPA funding is needed for the broadband project.

Lance Dunn, Human Resources Director, shared that they have received several quotes from locations. Once funds have been allocated they can move forward.

Ms. Wilder requested an update on the 4th Street Bridge Lighting Project.

Jamie Knutson, City Engineer, shared that they are hoping this will be completed soon but the bridge will be opened and closed periodically for the next few weeks.

Ms. Wilder shared that her Ward meeting for December is cancelled.

Mr. Grieder questioned if the city has an update on the Destination Iowa funding for the joint white water project with Cedar Falls.

Noel Anderson, Community Planning and Development Director, commented that he has not yet heard anything back from the state on our grant application.

Mayor Hart announced that the council had a work session earlier today to talk about filling the Ward 4 council seat and explained the process and timeline. He also announced that this last Thursday they had a state of the city presentation to discuss all the positive transformation happening in the community. He shared that last Tuesday the city held a meeting with Honeywell, who has provided Waterloo a grant opportunity, to develop a smart-city technology strategic plan. Finally, the 4th Street bridge project is moving along and is excited for this to be a focal point in downtown and that it was funded primarily with non-profit dollars.

101042 - Feuss/Wilder

that the above oral comments be received and placed on file. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

101043 - Feuss/Grieder

that the following items on the consent agenda be received, placed on file and approved:

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated November 28, 2022, in the amount of \$4,246,609.78 and December 5, 2022, in the amount \$2,780,513.02, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

Resolution adopted and upon approval by Mayor assigned No. 2022-733.

2. Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) used 2021 John Deere 190GW FT4 Wheeled Excavator with a Mechanical Pattern Changer and a Bucket (with teeth) and an extended warranty of 84 months/7,000 hours in the amount of \$177,960.00 from Murphy Tractor & Equipment of Waterloo, Iowa.

Resolution adopted and upon approval by Mayor assigned No. 2022-734.

3. Resolution authorizing an exemption to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) used 2021 Ford Ranger Supercab, in the amount of \$34,000.00, from Lynch Ford - Mt. Vernon, Inc., of Mount Vernon, Iowa.

Resolution adopted and upon approval by Mayor assigned No. 2022-735.

4. Resolution approving the request of Kasim Mustedanagic, for tax exemptions on the construction of a new twin home unit valued at \$160,000.00, for property located at 101 Aidin Way, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2022-736.

5. Resolution approving the request of Kasim Mustedanagic, for tax exemptions on the construction of a new twin home unit valued at \$160,000.00, for property located at 103 Aidin Way, and located in the City Limits Urban Revitalization Area (CLURA).
- Resolution adopted and upon approval by Mayor assigned No. 2022-737.
6. Motion approving Final Quantity Summary for a net increase of \$148,341.48 for Peterson Contractors, Inc., in conjunction with the FY 2018 University Avenue - Phase I, from Greenhill Road to Evergreen Avenue, Contract No. 933, and authorizing the Mayor and City Clerk to execute said document.
7. 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 \$8,952,941.17, in conjunction with the FY 2018 University Avenue - Phase I, from Greenhill Road to Evergreen Avenue, Contract No. 933, and receive and file a two-year maintenance bond.
- Resolution adopted and upon approval by Mayor assigned No. 2022-738.
8. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Woodruff Construction, Inc., of Fort Dodge, Iowa, in the amount of \$3,475,700.26, in conjunction with the FY 2021 Sanitary Sewer Gatewell Repairs - Phase 1, Contract 951, and receive and file a two-year maintenance bond.
- Resolution adopted and upon approval by Mayor assigned No. 2022-739.
9. Resolution approving request of Jonathan Brundrett, for a waiver for a concrete driveway, located at 175 W. 16th Street, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
- Resolution adopted and upon approval by Mayor assigned No. 2022-740.
10. Resolution approving preliminary plans, specifications, form of contract, etc., re-setting date of bid opening as December 15, 2022 and date of public hearing as December 19, 2022 in conjunction with the W. 9th Street and South Street Mini-Roundabout Project, Iowa DOT grant project number CS-TSF-8155(777)--85-07, and instruct the City Clerk to publish notice.
- Resolution adopted and upon approval by Mayor assigned No. 2022-741.

b. Motion to approve the following:

1.

Travel Requests					
	Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a.	Officers Hunter Saul, Rodney Dieser, Adam Gilbaugh	Iowa Law Enforcement Academy 16 Weeks Camp Dodge	Johnston, IA	January 3, 2023 to April 21, 2023	\$29,250.00
b.	Waterloo Fire Rescue Instructor(s)	Operations Level Class	New Albin, IA	January 11, 2023	\$228.00
c.	Waterloo Fire Rescue Instructor(s)	Operations Level Class	Lansing, IA	January 11, 2023	\$216.00
d.	Mayor Quentin Hart	91st Winter US Conference of Mayors	Washington, D.C.	January 18-28, 2023	\$2,100.00
e.	Sergeant Koontz	Gracie Survival Tactics Level 1 Instructor Certification	Johnston, IA	December 12-16, 2022	\$420.00

2.

Approved Beer, Liquor, and Wine Applications					
	Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a.	Club Ambassador, 313 W. 5th Street	C Liquor w/Outdoor Service	Renewal	12/15/2023	x
b.	Courtyard By Marriott, 250 Westfield Avenue	C Liquor w/Catering	Renewal	11/19/2023	x
c.	Locker Room Lounge, 1918 Hawthorne Avenue	C Liquor w/Outdoor Service	Renewal	12/31/2023	x
d.	West Side Liquor, 919 W. 5th Street	C Liquor w/Outdoor Service	Renewal	12/21/2023	x

3. Mayor Hart’s recommendation of the following appointments:

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Rich Kurtenbach	Telecommunications	December 12, 2028	Re-Appointment

4. Motion approving Change Order No.1 from Municipal Pipe Tool Co., LLC of Hudson, Iowa for a net increase of \$9,586.00 for Non SRF work in conjunction with the FY 2023 CIP Pipelining Phase IVA3, Contract No. 1063, and authorizing the Mayor to execute said document.
5. Motion approving recommendation of appointment of Tanner Kroeze to the position of Park Maintenance II - Forestry Apprentice in the Leisure Services Department effective December 6, 2022, subject to physical examination and drug screen.
6. Motion approving recommendation of appointment of Andrew Brauner to the position of Park Maintenance II - Forestry Apprentice in the Leisure Services Department effective December 6, 2022, subject to physical examination and drug screen
7. Motion approving Final Quantity Summary for a net decrease of \$111,599.74 for Woodruff Construction, Inc., in conjunction with the FY 2021 Sanitary Sewer Gatewell Repairs - Phase 1, Contract No. 951, and authorizing the Mayor and City Clerk to execute said document.
8. Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Smoke O's, 1509 Flammang Drive.

Roll call vote-Ayes: Six. Motion carried.

PUBLIC HEARINGS

101044 - Grieder/Chiles

that proof of publication of notice of public hearing on request by Bruce Gerleman to rezone 3.46 acres northeast of 2600 E. Shaulis Road from “A-1” Agricultural District to “C-P” Planned Commercial District to construct a new restaurant, as published in the Waterloo Courier on November 28, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments and there were none.

101045 - Grieder/Chiles

that the hearing be closed and recommendation of approval of the Planning, Programming and Zoning Commission, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

101046 - Grieder/Chiles

that “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 Bruce Gerleman to rezone 3.46 acres northeast of 2600 E. Shaulis Road from “A-1” Agricultural District to

“C-P” Planned Commercial District to construct a new restaurant, with conditions”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

Mr. Boesen expressed concern about the traffic curve that this restaurant will sit on. The curve is 45 mph.

Mr. Grieder commented that he has received many phone calls from his Ward and people are very excited. He thanked city staff and all who were involved in this project.

101047 - Grieder/Chiles

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Six. Motion carried.

101048 - Grieder/Chiles

that “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 Bruce Gerleman to rezone 3.46 acres northeast of 2600 E. Shaulis Road from “A-1” Agricultural District to “C-P” Planned Commercial District to construct a new restaurant, with conditions”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5674.

101049 - Nichols/Wilder

that proof of publication of notice of public hearing on request by A-Line EDS to rezone approximately 0.14 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District for additional storage yard area, in conjunction with a previously approved 24,000 square foot warehouse and maintenance facility located west of 722 Dearborn Avenue, as published in the Waterloo Courier on November 28, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments and there were none.

101050 - Nichols/Wilder

that the hearing be closed and recommendation of approval of the Planning, Programming and Zoning Commission, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

101051 - Nichols/Wilder

that “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 A-Line EDS to rezone approximately 0.14 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District for additional storage yard area, in conjunction with a previously approved 24,000 square foot warehouse and maintenance facility located west of 722 Dearborn Avenue”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Six. Motion carried.

101052 - Nichols/Wilder

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Six. Motion carried.

101053 - Nichols/Wilder

that “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 A-Line EDS to rezone approximately 0.14 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District for additional storage yard area, in conjunction with a previously approved 24,000 square foot warehouse and maintenance facility located west of 722 Dearborn Avenue”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Six. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5675.

101054 - Grieder/Wilder

that proof of publication of notice of public hearing on Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, as published in the Waterloo Courier on November 21, 2022, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments.

David Dryer, 3145 W. 4th Street, questioned if someone is interested in putting affordable housing in a blighted area. He further provided commentary on the city's use of TIF money.

Noel Anderson, Community Planning and Development Director, provided an overview of the project and future plans for development and an update on the Rath project.

Mayor Hart questioned if these areas develop themselves or if the city has to take steps to attract developers.

Noel Anderson shared that the city does have to take steps to rehabilitate and the site and make it attractive to developers.

101055 - Grieder/Wilder

that the hearing be closed and oral comments and recommendation of approval of the Planning, Programming, and Zoning Commission, be received and placed on file. Voice vote-Ayes: Six. Motion carried.

101056 - Grieder/Wilder

that "Resolution affirming previous determination of an area of the City to be an area of slum and blight and an economic development area, determining that the development or redevelopment of said area is necessary in the interest of the public health, safety, or welfare, designating said area as appropriate for an urban renewal project, and approving the plan amendment", be adopted. Roll-call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

Mr. Boesen commented that the Rath TIF was initiated in 1990 and this district does not seem to retire. He questioned how the city recoups the cost when some are going backwards and others are doing well. He expressed concern that the city is not building a tax base outside of TIF Districts and the burden falls on the taxpayer. He questioned how to get TIF's that are upside down, back in the black.

Noel Anderson explained that with every TIF project, there is a portion of that project's new tax base released to the debt service levy so it does help the general fund from having to compensate. He further explained the financial benefit to the city to do infrastructure, road improvements, etc., into the TIF districts because we are paid back faster.

Mr. Boesen questioned how much has been released from the Northeast site.

Noel Anderson stated that it was probably a couple of million, but he would get those numbers to him following the meeting. Mr. Anderson discussed the mechanics of the TIF with Mayor and Council. He shared that there are different strategies with different TIF Districts. He then explained that funds have been released from some districts as they sunset. He said it makes sense to create shovel ready sites to help attract businesses. Taxes are just one element. There are other sources of revenue, retail, and residents that come with investments in TIF districts.

Mayor Hart commented that there is a website called The New Waterloo.com. On that site, there is a list of projects highlighted with location and project information. The city has been very successful over the years and we are not even close to being done.

Mr. Chiles requested clarification of the value of the monies released from the TIF.

Noel Anderson provided clarification.

Resolution adopted and upon approval by Mayor assigned No. 2022-742.

101057 - Grieder/Wilder

that “an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project”, be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Five. Nays: One (Boesen). Motion carried.

101058 - Grieder/Wilder

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Nays: One (Boesen). Motion failed.

Because the Mayor and council did not note that this motion failed, motion 101059 was read and voted on, however the vote is disqualified due to the failing of motion 101058.

101059 - Grieder/Wilder

that “an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project”, be considered and passed for the second and third times and adopted. Roll call vote-Ayes: One (Boesen). Motion carried.

Mr. Nichols reported that the public hearing on the South Street and W. 9th Street mini-Roundabout has been rescheduled for December 19, 2022.

RESOLUTIONS

101060 - Boesen/Grieder

that “Resolution approving a three (3) year Cedar Valley Storm Water Partnership Agreement, in the amount of \$2,587.00, with the Black Hawk County Conservation Board, for contracted Storm Water Education, and authorizing the Mayor to execute said document”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-743.

101061 - Boesen/Grieder

that “Resolution approving a request by the City of Waterloo to dedicate a 60 foot sanitary sewer, drainage and public utility easement over the west 60 foot of Lot 1 of the Waterloo Air and Rail Park 1st Addition, located near the southeast corner of Leversee Road and Warp Drive”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-744.

101062 - Boesen/Grieder

that “Resolution approving a request by the City of Waterloo to dedicate a sixty-foot sanitary sewer, drainage and public utility easement over the west sixty-feet of the Waterloo Air and Rail Park 3rd Addition, located near the northeast corner of Leversee Road and Warp Drive”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-745.

101063 - Grieder/Nichols

that “Resolution approving the dedication of a sanitary sewer easement by Club Car Wash Waterloo, LLC for an existing public sanitary sewer, located at 1009 East San Marnan Drive”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-746.

101064 - Grieder/Nichols

that “Resolution approving Amendments to the Professional Services Agreements with Magellan Advisors, LLC, in an amount not to exceed \$630,193.73, for the Additional Mileage of Design Engineering and Permitting of a Fiber-Optic network to the Home as well as associated travel costs, and authorizing the Mayor to execute said documents”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-747.

101065 - Grieder/Nichols

that “Resolution approving award of Hotel/Motel Tax Council Discretionary Funds to the Leisure Services 2022-23 Golf Marketing Campaign in the amount of \$12,000; the City of Waterloo SportsPlex 2022-2023 Marketing Campaign in the amount of \$12,000; the North End Update in the amount of \$7,000”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-748.

101066 - Chiles/Nichols

that “Resolution approving an Engagement Letter with Piper Sandler & Co. for project finance services in conjunction with the Telecommunications Utility Broadband Project”, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-749.

101066 - Chiles/Nichols

that “Resolution approving the 2023 Hazardous Materials Regional Training Center Fee Schedule, be adopted. Roll call vote-Ayes: Six. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-750.

Mr. Boesen thanked Chief Treloar for his service and tenure as the fourth longest standing Fire Chief with the City of Waterloo. He questioned by what percentage are the fees being raised.

Pat Treloar, Fire Chief, explained that the fees were raised approximately ten percent on average and noted that it has been a few years since the fees have been reviewed.

Mayor Hart invited the public to meet at 515 Beech Street at 9:00 a.m. tomorrow morning for NAACP coffee with the Executive Director for Black Hawk County.

ADJOURNMENT

101068 - Chiles/Grieder

that the Council adjourn at 6:49 p.m. Voice vote-Ayes: Six. Motion carried.

City Clerk

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) new Komptech Crambo 6000, including an Overbank Magnet, in the amount of \$944,361.00, from Hennen Equipment, Inc., of Chaska, Minnesota.

City Council Meeting: 12/19/2022

Prepared: 12/5/2022

ATTACHMENTS:

Description	Type
☐ Purchase Proposal Komptech Crambo 6000	Backup Material

SUBJECT: Resolution authorizing an exception to the City of Waterloo's Purchasing Procedure Policy to approve the purchase of one (1) new Komptech Crambo 6000, including an Overbank Magnet, in the amount of \$944,361.00, from Hennen Equipment, Inc., of Chaska, Minnesota.

Submitted by: Submitted By: Randy Bennett, Public Works Division Manager

Summary Statement: The equipment bid is thru Sorcewell. Sanitation department equipment - will replace current tree chipper.

Expenditure Required/Source of Sanitation Reserve Funds
Funds:



147 North Jonathan Blvd.
Chaska, MN 55318

**PURCHASE PROPOSAL
KOMPTECH CRAMBO 6000 - NEW
December 1, 2022**

**To: City of Waterloo
625 Glenwood Street
Waterloo, IA 50703**

***Komptech Americas Sourcewell Contract #050119-KMP
*City of Waterloo, IA Sourcewell Member ID #2491**

KOMPTECH CRAMBO 6000 - NEW

- Hydraulic Drive
- T4 CAT C18 583 HP
- Dual speed tracks (slow for shredding, fast for maneuvering)
- Fully hydraulic and adjustable hopper walls (all four sides)
- Auto reversing engine cooling fan
- Auto reversing hydraulic cooling fan
- Automatic central lubrication
- Double shaft with screens
- Bio-Basket
- Auto-reversing
- Remote controlled
- Head pulley magnet
- Emergency stops around machine and on remote
- Warranty – 2 Year/2,000
- Delivery & Training – Included

Total Price -----\$894,872.00

Option: Overband Magnet ----- \$49,489.00

The above equipment is upon availability.
Pricing subject to change.

Proposal By: Brad Kiecker, Sales Manager
612-889-7883

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve purchase of one (1) 2023 International model HV507SFA, in the amount of \$110,034.40, from Thompson Truck Center, Waterloo, Iowa.

City Council Meeting: 12/19/2022

Prepared: 11/30/2022

SUBJECT:

Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve purchase of one (1) 2023 International model HV507SFA, in the amount of \$110,034.40, from Thompson Truck Center, Waterloo, Iowa.

Submitted by:

Submitted By: Randy Bennett, Public Works Division Manager

Recommended Action:

Approve Resolution

Summary Statement:

The equipment bid was thru Sourcewell and the 2023 Chassis for Snow Control Truck became available when another entity did not accept it. This is a great opportunity for the City to purchase this as no others will be available until 2024.

Expenditure Required/Source of GO Bond Funding
Funds:

CITY OF WATERLOO

Council Communication

Resolution approving plans, specifications, form of contract, etc., setting date of public hearing as January 3, 2023 in conjunction with the Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT grant project No. ICAAP-SWAP-8155(781)--SH-07, and instruct the City Clerk to publish notice.

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

SUBJECT:	<u>Resolution approving plans, specifications, form of contract, etc., setting date of public hearing as January 3, 2023 in conjunction with the Logan Avenue (US 63) from Donald Street to Newell Street Traffic Adaptive System, Iowa DOT grant project No. ICAAP-SWAP-8155(781)--SH-07, and instruct the City Clerk to publish notice.</u>
Submitted by:	<u>Submitted By: Mohammad Elahi, Interim Traffic Operations Director</u>
Recommended Action:	Approve Resolution. This projects compliments the existing US 63 adaptive signal control technology which exists from Jeffeson Street to Dale Street.
Summary Statement:	Plans and specifications are available in the Traffic Department and in Laserfiche at: Laserfiche; Clerk's Office; Project Plans; FY23; Logan Avenue ASCT plans.
Neighborhood Impact:	Efficient traffic could help with cleaner air by reducing mobile source pollutions.
Expenditure Required/Source of Funds:	\$162,000 of which \$112,000 is grant funds and the rest City GO Bond funds.

CITY OF WATERLOO

Council Communication

Recommendation of appointment of Britni Perkins to the position of Executive Secretary to the Mayor, effective December 30, 2022.

City Council Meeting: 12/19/2022

Prepared: 11/28/2022

ATTACHMENTS:

Description	Type
☐ Mayor's Executive Secretary- Signed Personnel Req	Backup Material
☐ Mayor's Executive Secretary- Job Description	Backup Material

SUBJECT: Recommendation of appointment of Britni Perkins to the position of Executive Secretary to the Mayor, effective December 30, 2022.

Recommended Action: Request Approval

Neighborhood Impact: This vacancy was created by the resignation of Kendra Wyatt.

Implementation, Accountability, General fund
and Communication:

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: Executive Assistant Department: Mayor's office

Reports To: Mayor Work Location: Mayor's office

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: N/A
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: Kendra Wyatt
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 9/16/22 Date of final payout: _____

Anticipated start date: _____ No. of hours/week: 40 Work schedule: M-F 8-5

Justification of need for position: position is being filled on a temp basis, needs filled

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

APPROVALS

Annual salary requirements: 57,408 Hourly Rate: \$27.60 Benefits: yes
(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: _____

Submitting Department Head _____ Date _____

Budget Wood 10/14/22
Chief Financial Officer Date

[Signature] _____ Date _____
Mayor

[Signature] 9/22/22
Human Resources Director Date

Human Resources Committee Chairperson _____ Date _____

Go to the City of Waterloo website www.cityofwaterlooiaowa.com, Job Openings, Executive Secretary – Mayor’s Office. Follow directives to submit cover letter and resume which must detail education and experience. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Do not send resumes directly to Mayor’ Office. Deadline to submit resume is Noon on Friday, October 7, 2022.

**POSITION VACANCY
EXECUTIVE SECRETARY – MAYOR’S OFFICE
CITY OF WATERLOO, IOWA**

SALARY : **\$27.60 per hour**
FLSA : **NON-EXEMPT**
CIVIL SERVICE : **EXCLUDED**
BARGAINING UNIT : **NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Under the general direction of the Mayor, using independent judgement, and exercising a high level of discretion in dealing with confidential matters, provides administrative, secretarial and customer service support to the Mayor’s Office. Work is performed with limited supervision. No supervisory responsibility.

EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)

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

- | | |
|---|---|
| <ol style="list-style-type: none">1. First point of contact for most Mayor’s Office inquiries including answering citizen calls for service or complaints and dispatching appropriately; promotes positive customer service and provides accurate and timely response to telephone inquiries, citizen requests or complaints; forwards/screens calls as appropriate; greets visitors with a positive, helpful attitude and assists visitors in finding their way around City Hall.2. Acts as liaison between community organizations, City department heads and City Council; schedules appointments for the Mayor and communicates frequently with City Council members and City department heads to arrange meetings and to coordinate special events; prepares meeting and training rooms as needed.3. Assists with preparing agendas and types minutes for ad hoc and standing committees | <ol style="list-style-type: none">4. Prepared by the Mayor; assists colleagues with administrative tasks as needed; performs a variety of ad-hoc administrative duties as requested.4. Prepares and submits to Finance Department or City Clerk’s Office payment vouchers and other department financial documents.5. Using Microsoft Word and Excel, prepares and types on a personal computer, correspondence for Mayor and City Council members, if requested; composes documents for review including press releases, memos to department heads and employees, and correspondence to other government entities; assists in preparing confidential Mayor’s Office correspondence; edits documents for grammar, punctuation, spelling and language content; may occasionally use a typewriter to complete forms or other paperwork.6. Coordinates City Council agenda items with City Clerk.7. Attends meetings as Mayor’s representative, as directed. |
|---|---|

8. Maintains daily contact with the media and compiles media reports concerning City government activities or issues, as directed.
9. Facilitates background research and retrieval of information for various Mayor's Office projects and citizen requests.
10. Maintains all records and files for Mayor's Office; maintains current list of Boards and Commissions and City Council Committees; maintains applications for Boards and Commissions appointments.
11. Assists in maintaining security of Mayor's Office.
12. Communicates with and maintains effective working relationships with Mayor and Council, the public and other City employees.
13. Makes decisions in accordance with department policies and established regulations.
14. Works independently and with others with minimum supervision.
15. Attends work regularly at the designated place and time.
16. Performs all work duties and activities in accordance with City and Mayor's Office policies, procedures and safety practices.
17. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Thorough knowledge of secretarial functions, terminology, office procedures and equipment.
2. Ability to respond to citizen complaints or concerns in a calm, respectful and gracious manner.
3. Ability to speak clearly and distinctly, write legibly, prioritize work, produce a quality

product within strict time lines and handle multiple tasks.

4. Thorough knowledge of and ability to use Microsoft Word, Excel, PowerPoint and other specialized software applications appropriate to assigned duties and responsibilities, enter and retrieve information and update records on computer.
5. Ability to answer questions and provide information to the public, the media, elected officials and other employees in person and over the telephone in a clear, concise and easily understandable manner.
6. Ability to exercise independent judgment and to make decisions based on Mayor's Office and City policies and applicable government regulations.
7. Ability to maintain confidentiality regarding sensitive information.
8. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Associate's Degree (two year) in administrative or executive secretarial or closely related field from an accredited college or technical school; Bachelor's Degree preferred.
2. Minimum five years experience as an executive or administrative secretary or assistant in an office environment.

OR

- Any equivalent combination of experience and training that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
3. Ability to type at least 50 words per minute net of errors (verification of typing speed required).

4. Thorough knowledge of and ability to use Microsoft Word, Excel, PowerPoint and other specialized software applications appropriate to assigned duties and responsibilities.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without reasonable accommodation.

1. Sufficient clarity of speech and hearing that permits the employee to communicate effectively with the Mayor, other employees and the public in person or by telephone.
2. Sufficient vision and manual dexterity that permits the employee to operate personal computer and other standard office equipment, handle files and other papers, perform customer service duties and other secretarial responsibilities.
3. Sufficient personal mobility that permits the employee to move from one work area or City Hall location to another or to attend functions outside of the office.

MISCELLANEOUS

1. The City of Waterloo will conduct a background investigation, including education, employment and criminal history checks on any applicant being considered for this position.

2. The City of Waterloo reserves the right to require a physical examination by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of this position.
3. If being considered for position, may be required to show verification of Microsoft Word and Excel skills by testing as determined by the Mayor.
4. Required to submit to and successfully pass one or more interviews.

WORK SCHEDULE

8:00 a.m. to 5:00 p.m. Monday through Friday with one hour unpaid lunch. Limited overtime. May be required to occasionally attend City meetings or other activities outside these hours as City representative.

This is a confidential, non-bargaining, non-Civil Service position. Position serves at pleasure of Mayor.

All candidates will be notified by email whether they will be invited to interview.

Minority & disabled individuals are encouraged to apply.

[Click Here to Apply](#)

EXECUTIVE SECRETARY MAYOR'S OFFICE DESCRIPTION 22
SEPTEMBER 22

CITY OF WATERLOO

Council Communication

Motion approving Change Order No. 7 from Woodruff Construction, of Waterloo, Iowa, for a net decrease of \$244,899.10 and a change in the completion date from January 2, 2022 to December 16, 2022 in conjunction with the Wastewater Treatment Plant Biosolids Modification Project, Contract No. 994, and authorizing the Mayor to execute said document.

City Council Meeting: 12/19/2022

Prepared: 11/30/2022

ATTACHMENTS:

Description	Type
❑ Change Order No. 7	Backup Material
❑ Change Order No. 7 CO& ENCL	Backup Material
❑ CO7 Signed Pdf	Backup Material

SUBJECT:

Motion approving Change Order No. 7 from Woodruff Construction, of Waterloo, Iowa, for a net decrease of \$244,899.10 and a change in the completion date from January 2, 2022 to December 16, 2022 in conjunction with the Wastewater Treatment Plant Biosolids Modification Project, Contract No. 994, and authorizing the Mayor to execute said document.

Submitted by:

Submitted By: Brian Bowman, Treatment Operations Director

Recommended Action:

Approve Change Order No. 7

November 29, 2022

Mr. Brian Bowman
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50702

Re: F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications Project
Contract No. 994
City of Waterloo, Iowa (City)

Dear Brian,

Change Order No. 7 for the Contract with Woodruff Construction related to the above-referenced project is enclosed. This change order captures several modifications to the original Contract and credits the City for unused allowances resulting in a deduction of \$244,899.10 to the Contract price. In addition, this change order also results in a change to the Final Completion date of the project to reflect Woodruff Construction's final schedule.

The total value of changes to the original Contract price are summarized in the following table.

Change Order	Amount	
Nos. 1 through 6	ADD	\$209,320.21
No. 7	DEDUCT	(\$244,899.10)
Total	DEDUCT	(\$35,578.89)

The current change in the Contract price is -0.2 percent of the original Contract value.

This is expected to be the final change order for this project, as Woodruff Construction has prepared its final pay application for submittal following the approval of this change order. It has been a great pleasure working with the City on this project. We thank the Mayor, City Council, and City staff for their involvement and efforts to make this project a success.

Please call 608-251-4843 if you have any questions.

Sincerely,

STRAND ASSOCIATES, INC.®



Samuel K. Hocevar

Enclosure

March 16, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: RFI 62 – Thermostatic Mixing Valve Pricing

To whom it may concern,

The following is our pricing to add the thermostatic mixing valve per RFI 62 in the Chemical Building 300.

Young P&H Quote	= \$3,455.00
Mark-up	= \$518.00
Insurance	= \$75.00
Bond	= \$36.00

The total price for the change is an add of \$4,084.00.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

Young PLUMBING & HEATING CO.

Mechanical Contractors

3/16/2022

Nate Goetsch
Woodruff Construction
1717 Falls Ave
Waterloo, IA

Re: Waterloo 2020 WW Treatment Plant Biosolids
PR# Thermostatic mixing valve
Add TMV for Chem Bldg 300

We propose to furnish all necessary labor, materials, equipment, and insurance to complete the above work as follows:

16	Hours	\$78.55	Labor	\$1,256.80
			Material	\$1,427.70
			OH & P 15%	\$402.68
			Subs	\$320.00
			OH & P 5%	\$16.00
			General Conditions	\$32.00
			Add	\$3,455.18

Clarifications:

- Furnish and install a Bradley mixing valve and 3/4" CPVC piping in Chemical Bldg 300
- We include insulation on the new piping
- Price is good for 30 days

Regards,



Rob Chiappone

750 South Hackett Rd
P O Box 1077

Waterloo, IA

Phone (319) 234-4411
Fax (319) 234-4540

Hocevar, Sam

From: Hocevar, Sam
Sent: Monday, May 2, 2022 5:01 PM
To: Nate Goetsch
Cc: Ryan Hajek; Ben Spilde; Fortune, Robert; Matt Hosford; John Mallen; Larson, Troy; BRIAN BOWMAN (BRIAN.BOWMAN@WATERLOO-IA.ORG); Larson, Troy
Subject: RE: Waterloo Biosolids: Paint Mtg Recap/Proposal
Attachments: Existing WAS line South Joints Bolts.jpg; Existing WAS line West upper Bolts flange.jpg; 330 Water Valve.jpg

Nate,

Strand and the City have reviewed your proposal.

Regarding Item 6, the proposed change did not reflect the discrete locations where touch up paint was identified pertaining to existing pipes during the walk through on April 27. The following should remain in the touch up scope. Photos of the locations are attached. These locations include:

- Structure 170:
 - South Wall Existing WAS Line- Needs touch up bolts/flanges
 - West Wall Upper Existing WAS Line-bolts/flanges
- Structure 330:
 - Water Line
 - Digested Sludge Lines in Trench (no photo provided)

The City also requests that due to the significant savings that will result in elimination of the paint on all of the new conduit and raceways as described in item 9, that repainting of two existing doors in Str. 330 be added to the project (#1-door between the Dewatering Room and Chemical Room, #2-door between the Dewatering Room and Storage Room).

We offer the following comments and clarifications in **red, bold text** on your original proposal:

- 1) *Building 180 – Plan Sheet 52 – Re-paint the existing 6” WAS and 6” TWAS piping (excluding piping within the concrete tank basins)* **[Strand: Agree. TWAS piping includes piping, valves and fitting between TWAS pump discharge and floor. Relabeling will be required on the WAS lines.]**
- 2) *Building 180 – Plan Sheet 52 – Any new galvanized conduits, where paint has been currently applied, to be complete to the nearest aesthetic stopping point (jbox, elbow, ceiling, etc)* **[Strand: Agree]**
- 3) *Building 190 – Plan Sheet 57 – Any new galvanized conduits, where paint has been currently applied, to be complete to the nearest aesthetic stopping point (jbox, elbow, ceiling, etc)* **[Strand: Agree]**
- 4) *Building 190 – Plan Sheet 57 – Delete General Note #3* **[Strand: Agree]**
- 5) *Building 310 – Plan Sheet 75 – Paint all existing and new black iron gas piping to boilers 1, 2, and 3.* **[Strand: Revise to say “Paint all existing and new black iron piping.” All new piping for boilers No. 1 and 3 should be painted per the contract. The extent of the painting of existing piping on boiler No. 2 should match the new construction.]**
- 6) *Building 330 – Plan Sheet 96 – Paint all galvanized steel on the canopy structure. This includes painting the top side of the steel decking.* **[Strand: Agree]**
- 7) *Plan Sheet 117 – Delete Room Finish Note #6* **[Strand: Agree to delete note for Str. 180, 190, 310, 325. Touch-ups will be required in Str. 170 and Str. 330, and will be limited to the locations identified above.]**
- 8) *Plan Sheet 117 – Revise Room Finish Note #7 to read “Repaint Overhead Door Guards”* **[Strand: Agree. Please note this also applies to the guards at Structure 330.]**

- 9) No painting required on existing and new electrical raceways, other than itemized above. **[Strand: Agree that painting of existing and new electrical raceways (except those which have already been painted), will be eliminated from Structure 170, 180, 190, 310, 325, and 330. Conduit and raceways in Structure 300 shall be painted as specified due to the potential for a corrosive atmosphere due to chemical storage.]**
- 10) A full removal of existing coatings is not required on the above mentioned re-paint scope items. Surface preparation requirements for the above scope to include achieving a "sound" substrate as acceptable by the paint manufacturer prior to new coating applications. The painting system for these items will include application of Amerlock Sealer prior to the new Amerlock Paint coatings as applicable. **[Strand: Surface preparation shall conform to the contract requirements as specified in Section 09 91 00.]**

Finally, I want to reiterate that the requirements for painting all new work, existing areas damaged by removal of existing work and/or installation of new work, and painting of existing areas as indicated in the room finish schedule have not changed as a result of this proposal.

Please let me know if we are in concurrence with this work, or if there are any additional items we need to discuss.

Thanks,
Sam



Sam Hocevar, P.E.

Strand Associates, Inc.®

608.251.4843 ext. 1213

sam.hocevar@strand.com | www.strand.com

P.E. (IL, WI)

Excellence in EngineeringSM

From: Nate Goetsch <nateg@woodruff.build>

Sent: Friday, April 29, 2022 2:59 PM

To: BRIAN BOWMAN (BRIAN.BOWMAN@WATERLOO-IA.ORG) <BRIAN.BOWMAN@WATERLOO-IA.ORG>; Larson, Troy <Troy.Larson@strand.com>

Cc: Ryan Hajek <ryan.corridorpaint@gmail.com>; Hocevar, Sam <Sam.Hocevar@strand.com>; Ben Spilde <bens@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; Matt Hosford <Matt.Hosford@WATERLOO-IA.ORG>; John Mallen <johnm@woodruff.build>

Subject: RE: Waterloo Biosolids: Paint Mtg Recap/Proposal

[EXTERNAL EMAIL]: Verify sender before opening links or attachments.

All,

Any response to the below? Corridor is wanting to get a jump on the scope for us.

Please let us know if this proposal is agreeable.

Thank you,

Nate Goetsch | Project Manager

Woodruff Construction

Office: (319) 233-3349

Cell: (319) 800-9744



www.woodruff.build

This email, including all attachments, is confidential information and belongs to the sender and/or the senders company. This information may be legally privileged. If you are not the intended recipient, you are hereby notified that any distribution, disclosure, copying, or taking of any action regarding the contents of this electronically transmitted information is strictly prohibited. If you are not the intended recipient, please reply to the sender if you have received this message in error, and then please delete. Thank you.- Woodruff Construction.

From: Nate Goetsch

Sent: Thursday, April 28, 2022 10:39 AM

To: BRIAN BOWMAN (BRIAN.BOWMAN@WATERLOO-IA.ORG) <BRIAN.BOWMAN@WATERLOO-IA.ORG>; Larson, Troy <Troy.Larson@strand.com>

Cc: Ryan Hajek <ryan.corridorpaint@gmail.com>; Hocevar, Sam (Sam.Hocevar@strand.com) <Sam.Hocevar@strand.com>; Ben Spilde <bens@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; Matt Hosford <Matt.Hosford@WATERLOO-IA.ORG>; John Mallen <johnm@woodruff.build>

Subject: Waterloo Biosolids: Paint Mtg Recap/Proposal

Brian/Troy,

The following outlines our proposal for modifications to the paint scope on the project:

- 1) Building 180 – Plan Sheet 52 – Re-paint the existing 6” WAS and 6” TWAS piping (excluding piping within the concrete tank basins)
- 2) Building 180 – Plan Sheet 52 – Any new galvanized conduits, where paint has been currently applied, to be complete to the nearest aesthetic stopping point (jbox, elbow, ceiling, etc)
- 3) Building 190 – Plan Sheet 57 – Any new galvanized conduits, where paint has been currently applied, to be complete to the nearest aesthetic stopping point (jbox, elbow, ceiling, etc)
- 4) Building 190 – Plan Sheet 57 – Delete General Note #3
- 5) Building 310 – Plan Sheet 75 – Paint all existing and new black iron gas piping to boilers 1, 2, and 3.
- 6) Building 330 – Plan Sheet 96 – Paint all galvanized steel on the canopy structure. This includes painting the top side of the steel decking.
- 7) Plan Sheet 117 – Delete Room Finish Note #6
- 8) Plan Sheet 117 – Revise Room Finish Note #7 to read “Repaint Overhead Door Guards”
- 9) No painting required on existing and new electrical raceways, other than itemized above.
- 10) A full removal of existing coatings is not required on the above mentioned re-paint scope items. Surface preparation requirements for the above scope to include achieving a “sound” substrate as acceptable by the paint manufacturer prior to new coating applications. The painting system for these items will include application of Amerlock Sealer prior to the new Amerlock Paint coatings as applicable.

Please confirm this is an acceptable compromise on scope and we will then proceed.

Thank you,

Nate Goetsch | Project Manager

Woodruff Construction

Office: (319) 233-3349

Cell: (319) 800-9744

June 28, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Masonry Restoration

To whom it may concern,

The following is our pricing to for the additional masonry restoration joint sealants unit price line items performed.

Sealants (Bi-States Masonry) 247.4 lf x \$18/lf = \$4,453.20

The total price for the change is an add of \$4,453.20.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

June 2, 2021

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Masonry Restoration Unit Pricing

To whom it may concern,

The following is the requested additional unit pricing:

Sealant Price per Lineal Foot	= \$18/lf
Water Repellent per Square Foot	= \$2.5/sf

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

Nate Goetsch

From: Fortune, Robert <Robert.Fortune@strand.com>
Sent: Wednesday, April 13, 2022 12:07 PM
To: Nate Goetsch; Hocevar, Sam
Cc: Ben Spilde; Chris Belser; Josh Frick; Larson, Troy
Subject: RE: External: RE: RE: Waterloo Biosolids: Masonry Restoration Billing

Nate and Sam,

Below I've noted the quantities we field verified, and value per Contract.

The first row (App Line 10, Item 4), is based on the Contractor's original quantities.

The Str-170 masonry was counted by SF as "brick" replacement, not pointing, as I understood block face shells were replaced. Ben, please have Junior verify if any block were pointed, not replaced and if this was full depth (100%), or <100% pointing.

I've also noted the field verified caulking quantities at the price as agreed in the June 2, 2020 letter. The caulking quantities show up as a negative because this has not been written into a change order.

As I read the current numbers, we differ in total value, with BSM's number \$1,571.97 higher.

ALLOWANCE TRACKING FORMS - SUMMARY PAGE

PROJECT: F.Y. 2020 WWTP
Biosolids Modifications

CITY OF
WATERLOO, IA
WOODRUFF
CONSTRUCTION
Inc.

City Contract No. 994

App line No.	Item No.	Section	Description	Qty in Bid	Unit	Unit Price	Total Amount in Bid	Dollar Amount Used	Dollar Amount Remaining	Used Date
10	4	04 01 20	100% Tuck Pointing	8,000	SF	\$20.00	\$160,000.00	\$100,000.00	\$60,000.00	5000.
11	5	04 01 20	<100% Tuck Pointing	1,000	LF	\$4.00	\$4,000.00	\$0.00	\$4,000.00	0.00
12	6	04 01 20	Masonry Replacement	250	SF	\$94.00	\$23,500.00	\$1,626.58	\$21,873.42	17.30
CO		07 90 00	MCJ Caulking	0	LF	247.40 lf \$18.00	\$0.00	\$4,453.20	(\$4,453.20)	\$4,453



Robert Fortune

Strand Associates, Inc.®
 Waterloo WWTP field office: (319) 493-9876
robert.fortune@strand.com | www.strand.com

Excellence in Engineering Since 1946.

From: Nate Goetsch <nateg@woodruff.build>
Sent: Wednesday, April 13, 2022 8:23 AM
To: Hocevar, Sam <Sam.Hocevar@strand.com>
Cc: Ben Spilde <bens@woodruff.build>; Fortune, Robert <Robert.Fortune@strand.com>; Chris Belser

September 10, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Macerator Control Modifications Credit

To whom it may concern,

The following is our pricing to credit the scope from the previously approved Macerator Control Modifications per Change Order #6.

The total price for the change is a credit of \$2,164.00.

Sincerely,
WOODRUFF CONSTRUCTION, LLC
Nate Goetsch, Project Manager

September 13, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Cost Proposal: Unforeseen Existing Conditions

To whom it may concern,

The following is our time and material pricing to account for unforeseen ground conditions/situations from Dave Schmitt Construction.

Cost Breakdown

DSCC (see enclosure C#03TM – MATERIALS ONLY)	= \$2,288.59
Mark-up	= \$343.29
Insurance	= \$21.00
Bond	= \$43.00

Our total price is an ADD of \$2,696.00

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager



SEWER • TRUCKING • EXCAVATION
WATER • DEMOLITION • GRADING

250 50TH AVE. SW., CEDAR RAPIDS, IA 52404

(319) 365-8669

EQUAL OPPORTUNITY EMPLOYER

CHANGE ORDER REQUEST

Job: WATERLOO WWTP BIOSOLIDS

Bill To:

WOODRUFF CONSTRUCTION
1890 KOUNTRY LANE
FORT DODGE, IA 50501

Reference: 017830
Date: Dec 31/20
Purchase Order N 20503
DSCC Job No: 20503

Date	Description	Quantity	Rate	Amount
Jul 23/20	(C#03) C#03 SLIDE RAIL WATER MAIN HIT			
	FOREMAN (R-T)	6.50	77.00	500.50
	PIPELAYER (R-T)	6.50	68.50	445.25
	OPERATOR (R-T)	6.50	73.00	474.50
	LABORER (R-T)	6.50	63.50	412.75
	EXCAVATOR (62,000 LBS)	2.00	129.00	258.00
	EXCAVATOR (100,000 LBS)	5.00	145.00	725.00
	INVOICES PLUS 15%			
	UTILITY UTILITY EQUIPMENT CO. (3005811)			2,288.59
	(C#03) C#03 SLIDE RAIL WATER MAIN HIT			5,104.59
	DSCC is willing to negotiate for reir			
PLEASE DO NOT PAY FROM THE CHANGE ORDER REQUEST.				5,104.59
PLEASE SIGN AND RETURN WITHIN 10 DAYS FOR APPROVAL.				
Total				5,104.59

X _____

7/31

**BRANCHES LOCATED IN:**

BETTENDORF - DES MOINES - OMAHA -

PERU, IL - SIOUX CITY and WATERLOO

REMIT TO: PO Box 1290

Bettendorf, IA 52722

INVOICE

Invoice No.: 30058114-000

Date: 07/28/2020

Page: 1 of 1

--For Credit Card Payment, call:

(563) 355-5376 / (800) 541-8356

Sold To:

DAVE SCHMITT CONSTRUCTION CO INC
250 50TH AVE SW
CEDAR RAPIDS, IA 52404

Ship To:

(ATTN:JESSIE)FOR:CITY OF WATERLOO,IA
WASTEWATER TREATMENT PLANT
BIOSOLIDS MODIFICATION
P/U AT UECO
WATERLOO, IA 50702

P.O. No.: 20503 WWTP BIOSOLIDS WLOO

Phone: 319-365-8669

Fax: 319-365-2677

Terms	Order No./Rel.	Customer No.	SalesRep	Ship Via	Req. Date	Reference
N60/INV DATE	30058114-000	164000	KEVIN-WATL	PICKUP	07/23/2020	W30058114

FRT ON BOARD DESTINATION, FRT PREPAID & ADDED

Product No.	Description	Ordered	Shipped	D/O	UOM	Unit Price	Extension
C62SJ080	8" X 20' SJ CL52 DI PIPE	40	40		FT	25.74	1,029.60
OS46MJ08DIL	8" DI MJ 45 ELL L/ACC	4	4		EA	83.52	334.08
CB1MG08	8" CORE BLUE MJ BOLT & GASKET PACK W/4" BOLTS	8	8		EA	21.75	174.00
OS1108	8" MJ RESTRAINT FOR DIP	8	8		EA	34.00	272.00
POLY20B	20" X 22' BLUE PERF POLYWRAP (3"-8" DIP) .008 MIL	440	440		FT	.41	180.40
Sub Total:							1,990.08
Total:							\$ 1,990.08

TERMS AND CONDITIONS

Special Order Items are nonreturnable. Restocking charges may apply on other returned goods.

A monthly service charge of 1.5% may be assessed on balances past 30-days from invoice date.

07/28/2020 15:28 MLH

October 3, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Building 300 Heat Trace GFPE Breaker

To whom it may concern,

The following is the requested pricing to add a GFPE Breaker to the heat trace circuit in Chemical Building 300.

Young P&H Quote	= \$1,163.00
Mark-up	= \$174.00
Insurance	= \$25.00
Bond	= \$12.00

The total price for the change is an add of \$1,374.00.

We are providing this proposal with condition that it specifically does not hold up the retainage on the rest of the project.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

Page 43 of 187



QUOTATION

QUOTE DATE	QUOTE #	PAGE #
09/30/2022	S510757807	1 of 1

CUST #: 96472

QUOTE TO:

SCHAMMEL ELECTRIC INC
 PO BOX 735
 AUSTIN, MN 55912-0735

SHIP TO:

SCHAMM-SHOP ACCOUNT
 SCHAMMEL ELECTRIC INC
 1200 21ST AVE NE
 AUSTIN, MN 55912-4100

REQUESTED BY		REFERENCE	ACCOUNT MANAGER	
KEVIN SCHAMMEL		BAB CB	RYAN R CARLSON	
QUOTED BY		TERMS	FREIGHT TERMS	
JOSHUA A HOLTAN			FREIGHT IF APPLICABLE	
ORDER QTY	AVAILABLE	DESCRIPTION	UNIT PRICE	EXT PRICE
1 ea		QBGFE1020 EATON 20A 1P CKT BRKR	276.800/ea	276.80
		**Nonstock, may not be returnable		
1 ea		FUEL-SURCHARGE	10.000/ea	10.00
		4 DAY LEAD PLUS FREIGHT/FUEL		
		SURCHARGE		

PRICES SUBJECT TO CHANGE
 QUANTITIES AVAILABLE SUBJECT TO PRIOR SALE
 PLEASE SEE WWW.CESCO.COM FOR STANDARD TERMS
 AND CONDITIONS

* This line is taxable

SUBTOTAL	286.80
S&H CHARGES	0.00
ESTIMATED TAX	22.58
AMOUNT DUE	309.38

November 22, 2022

RE: Waterloo F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications

SUBJ: Eliminate Disconnects at Existing Exhaust Fans in 325 and 330

To whom it may concern,

The following is our pricing to eliminate disconnects at the (2) existing exhaust fans in Buildings 325 and 330

Schammel Quote = (\$1,101.00)

The total price for the change is a credit of \$1,101.00.

Sincerely,
WOODRUFF CONSTRUCTION, LLC

Nate Goetsch, Project Manager

Page 46 of 187

November 29, 2022

CHANGE ORDER NO. 7

PROJECT: F.Y. 2020 Wastewater Treatment Plant Biosolids Modifications
OWNER: City of Waterloo, Iowa
CONTRACT: City Contract No. 994
CONTRACTOR: Woodruff Construction, LLC

Description of Change

7a	Add a thermostatic mixing valve in Structure 300 in accordance with RFI No. 62, dated March 14, 2022, and the enclosed cost proposal dated March 16, 2022.	ADD	\$4,084.00
7b	Modify the painting scope in accordance with the enclosed e-mail correspondence dated May 2, 2022.	ADD	\$0.00
7c	Add joint sealants to the existing masonry structures in accordance with the enclosed cost proposal dated June 28, 2022.	ADD	\$4,453.20
7d	Delete the macerator control panel modifications as described in Change Order No. 6, item 6a.	(DEDUCT)	(\$2,164.00)
7e	Change the Concrete Surface Repair–Top of Wall Repairs allowance from \$9,900 to \$0.	(DEDUCT)	(\$9,900.00)
7f	Change the Concrete Surface Repair–Wall Vertical Surface and Underside of Slab Repairs allowance from \$11,000 to \$0.	(DEDUCT)	(\$11,000.00)
7g	Change the Concrete Surface Repair–Top of Slab Repairs allowance from \$9,000 to \$0.	(DEDUCT)	(\$9,000.00)
7h	Change the Masonry Restoration and Cleaning–100 Percent Repointing allowance from \$160,000 to \$93,028.	(DEDUCT)	(\$66,972.00)
7i	Change the Masonry Restoration and Cleaning–Less Than 100 Percent Repointing allowance from \$4,000 to \$0.	(DEDUCT)	(\$4,000.00)
7j	Change the Brick Replacement allowance from \$23,500 to \$1,627.	(DEDUCT)	(\$21,873.00)
7k	Change the Excavation, Backfill, and Grading–Unsuitable Foundation Material for Structures allowance from \$114,000 to \$4,503.70.	(DEDUCT)	(\$109,496.30)
7l	Change the Excavation, Backfill, and Grading–Unsuitable Foundation Material for Utility Trenches allowance from \$22,000 to \$0.	(DEDUCT)	(\$22,000.00)
7m	Add reimbursement for piping materials related to unforeseen conditions in accordance with the enclosed cost proposal dated September 13, 2022.	ADD	\$2,696.00

SKH:tl\S:\MAD\4400--4499\4463\009\Construction\Change Orders\007\CO7.docx

City of Waterloo–Woodruff Construction, LLC
 Contract No. 994, Change Order No. 7
 Page 2
 November 29, 2022

7n	Add ground fault protection equipment (GFPE) breaker to the heat trace circuit in Structure 300.	ADD	\$1,374.00
7o	Change the Final Completion date to December 15, 2022.	ADD	\$0.00
7p	Remove manual motor switch for 330-EF-6 and 325-EF-1.	(DEDUCT)	(\$1,101.00)
TOTAL VALUE OF THIS CHANGE ORDER:		(DEDUCT)	(\$244,899.10)

Contract Price Adjustment

Original Contract Price	\$16,587,300.00
Previous Change Order Adjustments	\$209,320.21
Adjustment in Contract Price this Change Order	(\$244,899.10)
Current Contract Price including this Change Order	\$16,551,721.11

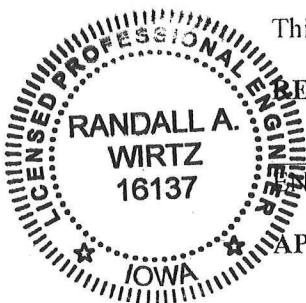
Contract Substantial Completion Date Adjustment

Original Contract Substantial Completion Date	January 2, 2022
Contract Substantial Completion Date Adjustments due to previous Change Orders	113 Days
Contract Substantial Completion Date Adjustments due to this Change Order	0 Days
Current Substantial Contract Completion Dates including all Change Orders	April 25, 2022

Contract Final Completion Date Adjustment

Original Contract Final Completion Date	March 3, 2022
Contract Final Completion Date Adjustments due to previous Change Orders	113 Days
Contract Final Completion Date Adjustments due to this Change Order	175 Days
Current Final Contract Completion Dates including all Change Orders	December 16, 2022

This document shall become a supplement to the Contract and all provisions will apply hereto.



RECOMMENDED

ENGINEER–Strand Associates, Inc.®

APPROVED

CONTRACTOR–Woodruff Construction, LLC

APPROVED

OWNER–City of Waterloo, Iowa

Date

Date

Date

CITY OF WATERLOO

Council Communication

Motion to receive and place on file the 2023 Budget of the Waterloo Water Works, and authorize the City Clerk to file said documents with the Black Hawk County Auditor.

City Council Meeting: 12/19/2022

Prepared: 11/30/2022

ATTACHMENTS:

Description	Type
▣ Cover Letter, Proof of Publication, Adopted Budget Certificate and Adopted Budget Summary	Backup Material

SUBJECT: Motion to receive and place on file the 2023 Budget of the Waterloo Water Works, and authorize the City Clerk to file said documents with the Black Hawk County Auditor.

Submitted by: Submitted By: Chad Coon, General Manager Waterloo Water Works

Recommended Action: Motion to receive and place on file the 2023 Budget of the Waterloo Water Works, and authorize the City Clerk to file said documents with the Black Hawk County Auditor.

Summary Statement: The 2023 Budget was adopted by the Board of Trustees of the Waterloo Water Works at their regular meeting on November 16, 2022. The Notice of Public Hearing was published on November 7, 2022.

Expenditure Required/Source of Funds: No City funds are required for this action/Waterloo Water Works operating funds, primarily generated from water sales.

WATERLOO WATER WORKS

CHAD COON
General Manager

325 SYCAMORE STREET • P.O. BOX 27
WATERLOO, IOWA 50704

319-232-6280
FAX: 319-232-1962

TRUSTEES: **MARY H. POTTER**, Chair
SCOTT WIENANDS, Vice-Chair
THOMAS E. WALL

November 30, 2022

Kelley Felchle
Waterloo City Clerk
City Hall
715 Mulberry Street
Waterloo, IA 50703

Dear Kelley:

Transmitted herein are copies of the Adopted Budget Certificate, copies of the Adopted Budget Summary, copies of the Resources and Requirements Detail, and a copy of the Proof of Publication for the Waterloo Water Works 2023 Budget as adopted by the Board of Trustees at their regular meeting of November 16, 2022. The Notice of Public Hearing was published on November 7, 2022.

Please have the 2023 budget received and filed by the City Council and send the necessary information to the Black Hawk County Auditor. After action by the City Council, please provide us with a copy of your letter to the Black Hawk County Auditor and an original signed copy of the City Council action.

Please contact me if you have any comments or questions.

Respectfully,

WATERLOO WATER WORKS



Chad Coon,
General Manager

CC
Enclosures

ADOPTED BUDGET CERTIFICATE CERTIFICATION

To: Waterloo City Council

At a meeting of the Waterloo Water Works Board of Trustees, held after public hearing as required by law, (Governing Board)

on November 16, 2022, the proposed budget for calendar year 2023 was adopted

as summarized and attached hereto.

Telephone

Area Code (319) 232-6280

Chad Coon Board Secretary

Address P.O. Box 27, 325 Sycamore Street

Waterloo, Iowa Zip 50704

Record of Public Hearing and Adoption of Budget:

On November 16, 2022, Waterloo Water Works Board of Trustees met for the purpose of conducting a public hearing on the proposed CY 2023 budget as published. Notice of time and place of hearing had been published on November 7th, 2022 in the Waterloo Courier and the affidavit of publication was available to file with the City Council.

The budget estimate was considered and taxpayers and residents heard for and against said estimate were as follows: No oral or written comments were received.

After giving opportunity for all desiring to be heard, the Board adopted the following budget resolution:

A RESOLUTION ADOPTING THE BUDGET FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2023.

BE IT RESOLVED by the Waterloo Water Works Board of Trustees: The budget for calendar year ending December 31, 2023, as set forth in the Adopted Budget Summary and in the detailed budget in support thereof showing the estimated revenues and expenditures for said calendar year is adopted, and the Secretary is directed to make the filing required by law and to set up the books in accordance with the summary and detail as adopted.

Passed and approved on November 16, 2022, by the following vote: (list names)

Ayes: Potter
Wall
Wienands

Nays: None

Absent: None

Mary A Potter Chairperson
Mary Potter

Attest: Chad Coon Secretary
Chad Coon

ADOPTED BUDGET SUMMARY

CALENDAR YEAR 2023
WATERLOO WATER WORKS
 NAME OF ENTERPRISE

REVENUES & OTHER FINANCING SOURCES		Budget CY 2023		Re-Estimated CY 2022		Actual CY 2021	
Use of Money and Property	(line 398)	241		271		301	
Charges for Services	(line 414)	243	\$ 10,582,000	273	\$ 10,593,220	303	\$ 11,060,466
Miscellaneous	(line 416)	245	\$ 1,008,000	275	\$ 1,181,053	305	\$ 1,766,709
Operating Transfers In	(line 417)	247		277		307	
Proceeds of Long Term Debt/FEMA	(line 418)	248		278		308	
Proceeds of Fixed Asset Sales	(line 419)	249		279		309	
Total Revenues & Other Financing Sources		250	\$ 11,590,000	280	\$ 11,774,273	310	\$ 12,827,175
EXPENDITURES & TRANSFERS OUT							
Expenditures	(line 386)	255	\$ 18,257,750	285	\$ 9,019,009	315	\$ 10,391,710
Transfers Out	(line 387)	259		289		319	
Total Expenditures & Transfers Out		260	\$ 18,257,750	290	\$ 9,019,009	320	\$ 10,391,710
Excess of Revenues & Other Sources							
Over (under) Expenditures & Transfers Out		261	\$ (6,667,750)	291	\$ 2,755,264	321	\$ 2,435,465
Beginning Fund Balance as originally reported	(line 390)	262	\$ 24,094,360	292	\$ 21,339,096	322	\$ 18,903,631
Adjustment to actual							
Beginning Fund Balance as restated January 1							
Ending Fund Balance December 31	(line 388)	263	\$ 17,426,610	293	\$ 24,094,360	323	\$ 21,339,096

(line XXX) is line reference from the detail page

WATERLOO WATER WORKS

NAME OF ENTERPRISE

RESOURCES DETAIL

CALENDAR YEAR 2023

		Budget CY 2023	Re-Estimated CY 2022	Actual CY 2021
Beginning Fund Balance, January 1	390	\$ 24,094,360	\$ 21,339,096	\$ 18,903,631
Use of Money & Property	398			
Charges for Services:	411			
Hospital	404	\$ 10,582,000	\$ 10,593,220	\$ 11,060,466
Water	405			
Sewer	406			
Electric	407			
Gas	414			
Total Charges for Services	416	\$ 1,008,000	\$ 1,181,053	\$ 1,766,709
Miscellaneous	417			
Other Financing Sources:	418			
Operating Transfers In	419			
Proceeds of Long Term Debt/FEMA	421	\$ 35,684,360	\$ 33,113,369	\$ 31,730,806
Proceeds of Fixed Asset Sales				
Total Resources				

REQUIREMENTS DETAIL

		Budget CY 2023	Re-Estimated CY 2022	Actual CY 2021
Expenditures:	338			
Hospital	360	\$ 18,257,750	\$ 9,019,009	\$ 10,391,710
Water	357			
Sewer	361			
Electric	362			
Gas	386	\$ 18,257,750	\$ 9,019,009	\$ 10,391,710
Total Expenditures:	387			
Transfers Out	388	\$ 17,426,610	\$ 24,094,360	\$ 21,339,096
Ending Fund Balance December 31	389	\$ 35,684,360	\$ 33,113,369	\$ 31,730,806
Total Requirements				

*** Proof of Publication ***

State of Iowa
Black Hawk County

Waterloo Water Works - Legals

PO BOX 27
WATERLOO IA 50704

ORDER NUMBER 218665

The undersigned, being duly sworn, on oath, do depose and say that I am an authorized employee of the Waterloo Cedar Falls Courier, that The Waterloo Cedar Falls Courier is a weekly newspaper regularly published and printed in the English language in the City of Waterloo, Black Hawk County, Iowa, and has a general circulation in the said city and county; and that I personally know that the notice, a true copy of which is hereto affixed, was published in the Waterloo Cedar Falls Courier on the following days, to-wit:

Section: Legals
Category: 950 Legal Notice
PUBLISHED ON: 11/07/2022

TOTAL AD COST: 27.42
FILED ON: 11/7/2022

That the issues of said paper containing said notice were duly circulated in the regular manner.

[Signature]

Michelle Graham
Notary Public in and for said County



NOTICE OF PUBLIC HEARING Budget Estimate WATERLOO WATER WORKS, WATERLOO, IOWA			
Name of Enterprise The <u>Waterloo Water Works Board of Trustees</u> will conduct a public hearing on (Governing Board)			
the proposed calendar year 2023 budget at the Waterloo Water Works Office, 325 Sycamore Street on November 16, 2022, beginning at 8:00 o'clock A.M. The Budget Estimate Summary of proposed revenues and expenditures is shown below. Copies of the detailed proposed 2023 budget may be obtained or viewed at the office of the Waterloo Water Works, 325 Sycamore Street, Waterloo, Iowa. At the public hearing, any resident may present objections to, or arguments in favor of, any part of the proposed budget.			
November 2, 2022		/s/	Chad Coon Secretary
BUDGET ESTIMATE SUMMARY			
	Budget 2023	Re-estimated 2022	Actual 2021
Revenue & Other Financial Sources			
Use of money and property			
Charges for services	\$10,582,000	\$10,593,220	\$11,060,466
Miscellaneous	\$1,008,000	\$1,181,053	\$1,766,79
Other Financing Sources			
Total Revenues & Financing Sources	\$11,590,000	\$11,774,273	\$12,827,175
Expenditures & Transfers Out	\$17,697,750	\$9,019,009	\$10,391,710
Expenditures			
Transfers Out			
Total Expenditures & Transfers Out	\$17,697,750	\$9,019,009	\$10,391,710
Excess of Revenues & Other Sources	\$(6,107,750)	\$2,755,264	\$2,435,465
(+) (-) Expenditures & Transfers Out			
Beginning Fund Balance as originally reported	\$24,094,360	\$21,339,096	\$18,903,631
Ending Fund Balance	\$17,986,610	\$24,094,360	\$21,339,096
	December 31		

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 12/19/2022

Prepared:

SUBJECT: Bonds.

CITY OF WATERLOO

Council Communication

Waterloo Regional Airport - Pave Airport Fire Station Parking Lot, CARES Funded Project No. 3-19-0094-0055 (CARES).

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

ATTACHMENTS:

Description	Type
▣ Bid Tabulation	Backup Material

SUBJECT:

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 confirming approval of plans, specifications, form of contract, etc. and authorizing to proceed.

Motion to receive, file, and instruct the City Clerk to read bids and refer to the Airport Director for review.

Submitted by:

Submitted By: Keith Kaspari, MPA, C.M., Airport Director

BID SUMMARY SHEET
 WATERLOO REGIONAL AIRPORT
 ARFF STATION PARKING AREA AND ROADWAY ACCESS
 FAA AIP PROJECT NO. 3-19-0094-055 (CARES)
 AECOM PROJECT NO. 60675091
 December 15, 2022

Bidder	Base Bid
Vieth Construction Corporation Cedar Falls, IA	\$166,653.00
Lodge Construction, Inc. Clarksville, IA	\$166,369.00
Woodruff Construction Waterloo, IA	\$173,998.94
Owen Contracting, Inc. Cedar Falls, IA	\$186,241.20
Engineer's Estimate	\$161,425.00

CITY OF WATERLOO

Council Communication

Waterloo Regional Airport - Improve Terminal Building - Upgrade HVAC and CCTV Project No. 3-19-0094-054 CARES.

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

ATTACHMENTS:

Description	Type
▣ Bid Tabulation	Backup Material

SUBJECT:

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 confirming approval of specifications, bid documents, etc. and authorizing to proceed.

Motion to receive, file, and instruct the City Clerk to read bids.

Resolution awarding the bid to _____ of _____ in the amount of _____, in conjunction with the Waterloo Regional Airport - Improve Terminal Building - Upgrade HVAC and CCTV Project No. 3-19-0094-054 CARES.

Submitted by:

Submitted By: Keith Kaspari, MPA, C.M., Airport Director

BID SUMMARY SHEET
 WATERLOO REGIONAL AIRPORT
 IMPROVE TERMINAL BUILDING - HVAC & CCTV
 FAA AIP PROJECT NO. 3-19-0094-053 (CARES)
 AECOM PROJECT NO. 60675091
 December 15, 2022

Bidder	Base Bid	Add Alternate Bid
Woodruff Construction Waterloo, IA	\$759,750.00	\$22,750.00
Engineer's Estimate	\$451,325.00	\$33,600.00

CITY OF WATERLOO

Council Communication

South Street and West 9th Street Mini-Roundabout, Iowa DOT grant Project No. CS-TSF-8155(777)- -85-07.

City Council Meeting: 12/19/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
▣ Bid Tabulation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and received and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution awarding bid to _____, of _____ in the amount of \$ _____, in conjunction with South Street and West 9th Street Mini-Roundabout, Iowa DOT grant Project No. CS-TSF-8155(777)- -85-07.

Submitted by: Submitted By: Mohammad Elahi, Interim Traffic Operations Director

Recommended Action: Approval

Summary Statement: Installing a mini roundabout to reduce number and severity of crashes.

Expenditure Required/Source of \$377,000 Iowa DOT grant; remainder to be covered by GO Bond funds.
Funds:

W. 9th Street Mini-Roundabout

Engineer's Estimate: \$495,000.00

Bid Opening: December 15, 2022

Bidder	Bid Security	Bid Amount
Vieth Construction Corporation Cedar Falls, IA	5%	\$635,1212.00
Lodge Construction, Inc. Clarksville, IA	5%	\$523,353.00
Peterson Contractors, Inc. Reinbeck, IA	5%	\$560,398.20
Owen Contracting, Inc. Cedar Falls, IA	5%	\$543,619.56

CITY OF WATERLOO

Council Communication

Resolution approving the Waterloo Convention and Visitor Bureau Board recommendation of awarding \$3,000 to IowaSTEAM and \$3,000 to 50/50 Bowling Tournament.

City Council Meeting: 12/19/2022

Prepared: 12/2/2022

ATTACHMENTS:

Description	Type
▣ FY 22 Mini Grant Council Memo for Iowa STEAM and 5050 Bowling Tournament.docx	Backup Material

SUBJECT: Resolution approving the Waterloo Convention and Visitor Bureau Board recommendation of awarding \$3,000 to IowaSTEAM and \$3,000 to 50/50 Bowling Tournament.

Submitted by: Submitted By: Tavis Hall, Executive Director of Experience Waterloo

Council Communication

City Council Meeting: October 10th , 2022

Prepared: October 4th, 2022

Dept. Head Signature:

Number of Attachments:

SUBJECT: Mini-Grant Requests

Submitted by: Tavis Hall, Experience Waterloo

Recommended City Council Action: Approve Experience Waterloo (CVB) board recommendation of \$ 6,000.

Event Summary

The Experience Waterloo Board of Directors is recommending the grant awards for 2 events happening in FY22. These grant recommendations total \$6,000

Iowa STEAM | Waterloo Convention Center | November 11th – 13th, 2022

Request: \$3,000 | Total Econ Impact: \$188,556

50/50 Bowling Tournament | Maple Lanes and Cadillac XBC | December 3rd – 4th, 2022

Request: \$3,000 | Total Econ Impact: \$82,696

Projected economic impact: \$271,252

Request: \$6,000

ROI (Economic impact based on requested funds): An \$6,000 total award for these 2 events would return \$45.20 per dollar invested.

Source of Funds: Hotel-motel tax grant funding for FY22

Policy Issue: None

Alternative: Do not provide funding or provide alternate funding amount.

Background Information: The Experience Waterloo Board reviewed all applications and scored based on the project's ability to meet the goals of the grant program:

1. Does the project have a significant economic impact / significantly enhance the visitor's experience in Waterloo?
2. Does the project strengthen the perceptions of Waterloo?
3. How important are grant dollars toward ensuring the success of the project?
4. Is the application clear, complete and thought-out?
5. Is the project new, or are there significant changes from previous years?

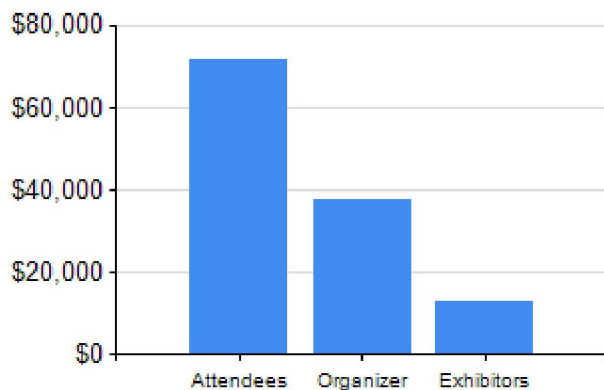
Event Impact Summary

Destination: Experience Waterloo

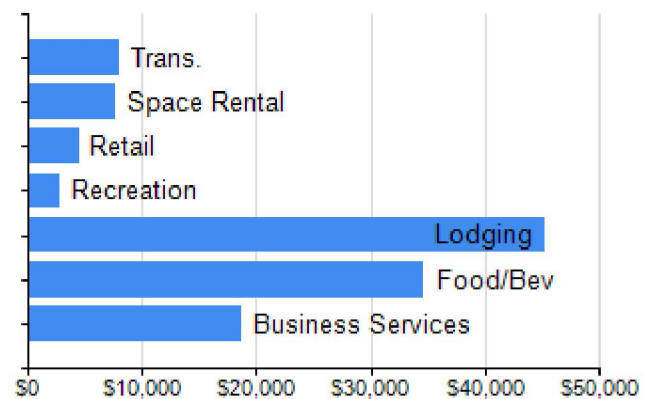
Event Parameters		Key Results	
Event Name:	Iowa Steam	Business Sales (Direct):	\$121,833
Organization:	A.B.A.T.E. of Iowa	Business Sales (Total):	\$188,556
Event Type:	Convention	Jobs Supported (Direct):	67
Start Date:	11/11/2022	Jobs Supported (Total):	83
End Date:	11/13/2022	Local Taxes (Total):	\$4,108
Overnight Attendees:	180	Net Direct Tax ROI:	\$3,891
Day Attendees:	250	Estimated Room Demand:	396

Direct Business Sales

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Exhibitor	Total
Lodging	\$43,594	\$1,626	\$0	\$45,221
Transportation	\$5,591	\$542	\$1,992	\$8,126
Food & Beverage	\$15,009	\$15,468	\$4,190	\$34,667
Retail	\$4,493	\$0	\$0	\$4,493
Recreation	\$2,844	\$0	\$0	\$2,844
Space Rental	\$0	\$6,548	\$1,155	\$7,703
Business Services	\$0	\$13,416	\$5,365	\$18,781
TOTAL	\$71,531	\$37,600	\$12,703	\$121,833

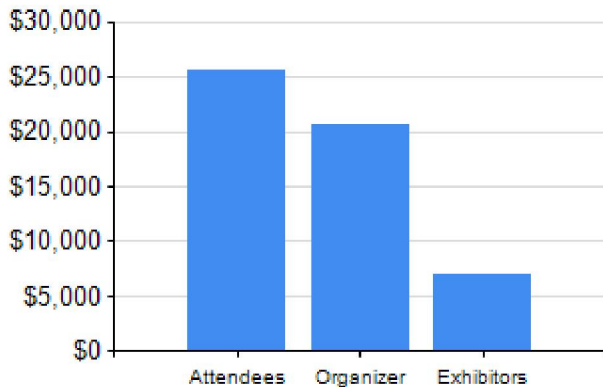
Event Impact Summary

Destination: Experience Waterloo

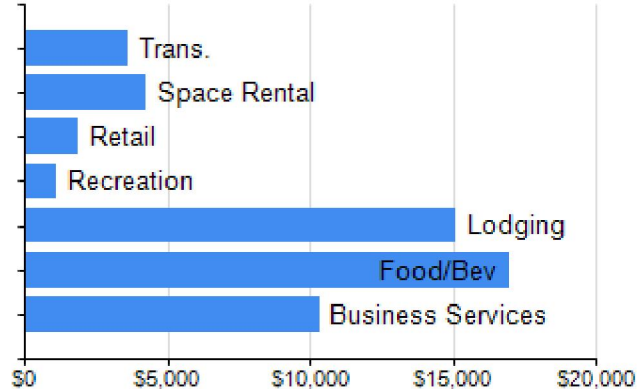
Event Parameters		Key Results	
Event Name:	50/50 Bowling Tournament	Business Sales (Direct):	\$53,381
Organization:	Cadillac XBC	Business Sales (Total):	\$82,696
Event Type:	Convention	Jobs Supported (Direct):	38
Start Date:	12/3/2022	Jobs Supported (Total):	47
End Date:	12/4/2022	Local Taxes (Total):	\$1,413
Overnight Attendees:	100	Net Direct Tax ROI:	\$1,318
Day Attendees:	240	Estimated Room Demand:	137

Direct Business Sales

Sales by Source



Sales by Sector



Industry	Attendees	Organizer	Exhibitor	Total
Lodging	\$14,240	\$857	\$0	\$15,098
Transportation	\$2,276	\$286	\$1,110	\$3,672
Food & Beverage	\$6,027	\$8,615	\$2,334	\$16,975
Retail	\$1,890	\$0	\$0	\$1,890
Recreation	\$1,138	\$0	\$0	\$1,138
Space Rental	\$0	\$3,647	\$644	\$4,291
Business Services	\$0	\$7,330	\$2,988	\$10,318
TOTAL	\$25,571	\$20,735	\$7,075	\$53,381

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Riverwise Engineering, LLC, of Durango, Colorado, in the amount of \$580,380.00, in conjunction with final design for the construction of a whitewater course on the Cedar River in downtown Waterloo.

City Council Meeting: 12/19/2022

Prepared: 12/6/2022

ATTACHMENTS:

Description	Type
□ Proposal - signed	Backup Material

SUBJECT:

Resolution approving a Professional Services Agreement with Riverwise Engineering, LLC, of Durango, Colorado, in the amount of \$580,380.00, in conjunction with final design for the construction of a whitewater course on the Cedar River in downtown Waterloo.

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

Recommended Action: Approve the Professional Services Agreement

Summary Statement: This agreement is for final design related to the construction of a whitewater course located on the north side of the Cedar River in downtown using WDC Gaming Funds.

Implementation, Accountability, and Communication: Paid for with WDC Gaming Funds.

Expenditure Required/Source of \$245,865.00
Funds:



December 9, 2022

City of Waterloo
c/o Jamie Knutson, City Engineer
c/o Wayne Castle, City Engineering
via email: jamie.knutson@waterloo-ia.org
via email: wayne.castle@waterloo-ia.org

RE: Waterloo Whitewater Park Estimated Permitting and Final Design Fees

Dear Mr. Knutson and Mr. Castle,
It is Riverwise Engineering, LLC's (RWE) pleasure to provide the City of Waterloo with a proposal for the subject services. Based on email correspondence, we understand the City of Waterloo (City) would like to continue design of the project and RWE staff is excited to be a part of this exciting and complex project.

We have assembled the previous partners to the project and believe all of them are interested in continuing the project except the structural team from Hooting Coyote who is no longer completing this type of work. The consulting team includes all the staff from Riverwise Engineering, Summit Engineering, Land and Water Concepts, Terracon, Tallgrass Archaeology, and Obermeyer Hydro. This team includes ALL the key individuals that participated in the project from the start including:

- Shane Sigle, PE – Project Manager and Lead Engineer,
- Eric Nelson, PE – Waterfall Engineer,
- Andy Reimenschneider – Project Design and Drafting,
- Jason Heinz, PE- Geotechnical Engineer, and
- Rob Eckman, PE – Obermeyer Hydro Engineer.

Using the same consultants during subsequent stages will assist in making the startup as efficient as possible. To fill the gap left by Hooting Coyote, RWE has currently received proposals from AECOM, JEO, and Snyder Consulting groups. We are discussing timing and costs with AECOM, and have not made a decision, but wanted to get the proposal to you as soon as possible to limit further delays.

We have attached Figure 1 showing draft estimated costs needed to get the design through the permitting process and final design (90%) letting drawings. The proposal does not include the letting package and associated services, or construction phase services, which will be required to ensure the project is effectively built.

A few things to note:

- 1) We are in touch with Cindy at Tallgrass Archaeology, and it appears that an intensive level survey will be required for the 6th St. dam. It is likely the survey will find that the structure is historically significant and further study/analysis/mitigation will be required. To get a feel for what may be involved, we spoke with Branden Scott at SHPO. Branden offered the following advice:
 - a. If the dam is found to be structurally compromised, it would not be eligible, and removal could occur without any type of mitigation. We would like to discuss this with you and any feedback you have about the integrity of this dam can assist with the decision-making process. If you feel the dam may be compromised, we recommend a structural integrity study is completed and that information provided to SHPO.
 - b. If the dam is structurally sound and the intensive level survey finds the structure is significant, mitigation will be required. It is unknown what mitigation may be required but I suggested the dam needs to be removed for safety reasons and Mr. Scott suggested documentation of the structure and removal

process, in addition to signage and historical information plaques may be acceptable mitigation options. If the project proceeds down this path, we recommend taking a pro-active approach to the mitigation and sending SHPO a plan that includes the documentation process during removal and design for the mitigation plaques.

- c. We have included the costs for the intensive level survey and the anticipated mitigation in Figure 1, Task 1.6.
- 2) We spoke with Nate Hooegeveen with the Iowa DNR. Nate suggested that a project kick-off meeting would be helpful to get staff back up to speed on the project. I vowed to make that happen and we have included an item for this work in the proposal. Nate was helpful and interested in supporting the project as it progressed through the permitting process. He did suggest the fish passage goals/objectives have changed slightly since our last correspondence and he would speak with the fisheries division to get more feedback. Our work does not include additional modeling/design/analysis that may be associated with fish passage requirements. In the past, this work has exceeded \$30,000 so we will continue to correspond with the DNR and keep you up to date on those conversations.
- 3) We understand there were mussel relocation activities that were required for the Park Avenue Bridge construction and similar activities should be anticipated during construction of this project. We spoke with Kelly Poole at the Iowa DNR, and she noted the first step is to complete the environmental review. We also spoke to Sara Hankemeier with Helms and Associates. It is likely that a survey and relocation effort can be completed at the same time to move potentially impacted animals. We have included costs for those tasks in Figure 1, Task 1.10.
- 4) Our work does not include any conditions/documentation that may be needed associated with funding sources, but we are available to assist as needed on an hourly basis.
- 5) Additional geo-technical information from Terracon will be needed and we have included those costs in Figure 1, task 1.7.
- 6) As requested, we have included both preliminary and final design for Bay 1 modifications and we concur that mitigating this portion of the dam is a good idea and long-term maintenance and safety are factors.
- 7) We have included an Environmental Assessment which is anticipated during the environmental review (See Figure 1, task 2.9.

Once we have an agreed upon Scope, we would like to offer a more detailed timeline and milestone worksheet to help guide the project and keep it organized.

If you should require any further information at this time or have any questions regarding this proposal, please do not hesitate to contact me.

The following billing rates apply:

Professional Engineer/Project Manager (PE)- \$180/hr.

Engineer 1 - \$145/hr.

Engineer 2 - \$135/hr.

Senior Scientist- \$145/hr.

Senior Ecologist- \$135/hr.

Engineering Technician II-\$100/hr.

Drafting Technician -\$95/hr.

Administration -\$60/hr.



We look forward to potentially working with you on this project.

Sincerely,

Shane Sigle, PE
Riverwise Engineering, LLC

Reviewed and Accepted

Quentin Hart, Mayor, City of Waterloo

Kelley Felchle, City Clerk, City of Waterloo

Shane Sigle, PE, Principal, Riverwise Engineering, LLC

RIVERWISE ENGINEERING, LLC
TERMS AND CONDITIONS

1. **STANDARD OF CARE:** Services shall be performed in accordance with the standard of professional practice exercised by the noted profession at the time and within the locality where the Services are performed. Riverwise Engineering, LLC (RWE) cannot provide, any warranty or guarantees contained in any uniform commercial code. Warranties are not included with any standard of professional practice. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by Client are not included and not accepted.
2. **PAYMENT FOR SERVICES:** Statements will be mailed monthly and the Client agrees to be solely responsible for payment of all bills

immediately upon receipt of invoices, with the total amount due at the time of delivery of the final product. Client agrees to pay 2% per month for all amounts due not received within 20 days of the billing statement. Should collection procedures be required, RWE shall be allowed to receive collection and all applicable attorney fees.

3. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of the Agreement or operate as a waiver of any future default, whether like or different in character
4. **SAFETY:** RWE has established and maintains applicable safety standards and procedures while conducting field operations. RWE specifically disclaims any authority or responsibility for general job site safety and safety of persons other than RWE employees.
5. **ASSIGNMENT:** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
6. **STATUTES OF LIMITATIONS:** To the fullest extent permitted by law, Client agrees that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion. According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event, may any action based upon any defect in the work be claimed following the three year period.
7. **AUTHORITY:** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.
8. **AMENDMENTS:** There are no verbal, implied, written, or understood, except as herein stated. This agreement can only be modified via written approval by both parties.
9. **INSURANCE:** RWE will maintain insurance coverage for Professional Services in amounts in accordance with legal, and RWE's business requirements. Certificates evidencing such coverage will be provided to Client upon request.
10. **DELAYS:** If events beyond the control of Client or RWE, including, but not limited to, fire, weather, snow, explosion, riot, strike, war, rain, flood, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule in the Agreement, such schedule shall be amended as needed without financial compensation to the client.
11. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement upon 30 days written notice to the other party. At that time, RWE will stop all work. Client shall pay RWE for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.
12. **LENGTH OF TIME THIS PROPOSAL IS VALID:** This proposal, associated fee schedule and the presented costs are valid for 60 days from the date of the proposal. However, if this contract is accepted, signed and executed by Client and RWE, the associated fee schedule and presented costs shall be valid until the project is completed, excessive delays are experienced, or this contract is terminated.
13. **OWNERSHIP AND REUSE OF PROJECT DELIVERABLES:** All documents furnished by RWE to Client are instruments of service and shall remain the copyrighted property of RWE. Reuse of any documents or other deliverables, or alteration of such documents or deliverables were originally prepared, shall be at the Client's risk. Client agrees to defend, indemnify, and hold harmless RWE from all claims, damages, and expenses, (including reasonable litigation costs), arising out of such reuse or alteration by Client or others acting through Client.
14. **LIMITATIONS OF LIABILITY:** To the fullest extent permitted by law, RWE's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, RWE's negligence, errors, omissions, strict liability, or breach of contract shall not exceed, either (a) the total compensation received by RWE under this Agreement, or (b) re-performance of the defective services by RWE at no cost to Client. No employee or agent of RWE shall have individual liability to Client. IN ANY EVENT AND UNDER NO CIRCUMSTANCES SHALL RWE BE LIABLE TO CLIENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.
15. **SEVERABILITY:** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
16. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts and data known at the time execution of this Agreement, including, if applicable, information supplied by the Client and outside parties. For some projects scope may not be fully definable during initial phases. As the Project progresses, facts discovered may necessitate Scope changes. This change of scope will be considered additional services (if additive) and the contract fee will increase to cover the additional scope. RWE will promptly provide Client with a verbal or written amendment to this Agreement to recognize such change, which shall be deemed approved if not objected to within 15 days of receipt by Client.

FIGURE 1

Riverwise Engineering, LLC

Whitewater, Habitat, and Bankside Improvements Project ,Cedar River, Waterloo, Iowa
Permitting, and Final Design Services

December 9, 2022

TASK		Task Subtotal	Phase Subtotal
Phase I: Agency Coordination and Permitting Applications			\$ 150,920
1.1	Agency Coordination: Make contact and coordinate with the Iowa DNR floodplains, low head dams, environmental, and sovereign lands division to renew and update the divisions on the project and forthcoming permit application. Make contact and coordinate with the US Army Corps of Engineers regulatory and Section 408 staff to renew and update the divisions on the project and forthcoming permit application. Complete initial coordination with SHPO, existing structural, survey, environmental, geotechnical, modeling, and permitting team. RWE staff will host a kick-off video call, update drawings and request pre-permit submittal review by all agency divisions. This item will be billed as a lump sum.	\$ 6,600	
1.2	Agency Comment Updates: Complete drawing updates based on agency questions, comments and concerns posed in a June 6, 2017 email and a second email September of 2022. Does not include additional studies that were requested. They are included in other tasks. (estimate to be billed hourly).	\$ 6,300	
1.3	Permit Submittal Compilation and Review: Complete internal permit submittal compilation and review to confirm the package is ready for submittal. Includes document updates associated with comments and questions posed during previous correspondence with the US Army Corps (See Task 1.2) and incorporation of archaeological/historical/mussel surveys and preliminary plans associated with the findings of those studies. This item will be billed as a lump sum.	\$ 7,740	
1.4	On-site Meeting (as needed): Includes one meeting with one RWE representative on-site for one day to meet with permitting agency staff, stakeholders, City staff, and sub consultants for issues related to Section 408 and 404 Permitting. This item will be billed as a lump sum and additional meetings can be added as needed. Note this fee does not include travel expenses.	\$ 2,800	
1.5	Sixth Street Dam Historical/Cultural Study: Includes completion of a Historical/Archaeological Intensive Level Survey and Evaluation of the Sixth Street Dam which is noted as DNR ID BLA-4 and SHPO Inventory Number 07-13619. It is likely that the findings suggest the dam is considered historically significant and additional studies/mitigation may be required that are not covered by this task. This item will be billed as a lump sum.	\$ 9,600	

1.6	Sixth Street Dam Historical/Cultural Mitigation and Design: If the findings for task 1.5 suggest the dam is considered historically significant and coordination with SHPO result in a mitigation design, RWE will design placards/signage/historical signage and documentation recommendations. This includes coordination with local historical societies/members, SHPO, and signage design, location, and layout (estimate to be billed hourly).	\$ 14,300	
1.7	Geo-Technical Study: Includes completion of calculations consistent with EM 1110-2-2502 for "active" soil pressures or at-rest soil pressures as determined by the geotechnical engineer. Includes completion of Global stability analyses seepage, and global slip plane failure to ensure adequacy of the new combined wall section per EM 2502 and noted in comments from the US Army Corps of Engineers Section 408 pre-review dated June 6, 2017. This item will be billed as a lump sum.	\$ 12,880	
1.8	Hydraulic Model Updates: Includes updates to Model of Record acquired from Park Avenue bridge consulting team. Updates include further geo-referencing and model software updates as needed, bridge geometry updates, addition of Bay I design and calibration. This item will be billed as a lump sum.	\$ 19,400	
1.9	Preliminary Design (60%) Drawings for Waterloo Dam (Park Avenue Dam) Bay I Modifications: Includes plan, profile, and section drawings for Park Avenue Dam Bay I rock arch rapid. Plan drawings include key dimensions required for permitting. Profile drawings include existing and proposed typical drawings and key dimensions. Section drawings include existing and proposed dimensions including break points. Deliverables include typical drawings for additional areas, as needed. This item will be billed as a lump sum.	\$ 22,400	
1.10	Mussel Survey and Relocation Plan: Includes survey of the project area and movement of the animals consistent with Iowa DNR and US Army Corps of Engineers protocol. Does not include Section 7 consultation or additional tasks that may be required. (estimate to be billed hourly).	\$ 42,000	
1.11	Expenses: Includes office expenses at \$4,800 plus direct expenses associated with Task 1.4 which are approximately \$2,100.	\$ 6,900	

Phase 2: Final Design (90%) Letting Drawings and Permitting Support (estimate)			\$ 429,460
2.1	Final Design (90%) Letting Drawings (Estimate) for Civil Drawings of the Project: Includes plan, profile, and section drawings for civil drawing set. Includes design of access, staging, utility impacts, design for movement of the adjustable gates, and the navigational bypass in bays 3 and 4. Assumes existing adjustable gates and infrastructure associated with those gates can be re-used and no additional gates or infrastructure is required. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings for additional areas, as needed. This item will be billed as a lump sum.	\$ 124,000	Includes \$30,000 for Responses in Item 2.7
2.2	Final Design (90%) Letting Drawings (Estimate) for Waterloo Dam (Park Avenue Dam) Modifications: Includes plan, profile, and section drawings for Park Avenue Dam Bays 1 and 2. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings. Includes one set of revisions following stakeholder review. This item will be billed as a lump sum.	\$ 18,400	
2.3	Final Design (90%) Letting Drawings (Estimate) for Floodwall and Takeout: Includes plan, profile, and section drawings for floodwall modifications (both temporary and permanent), bankside trails, and coordination during the Section 408 process with the US Army Corps of Engineers. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings. Includes one set of revisions following stakeholder review. This item will be billed as a lump sum.	\$ 138,000	
2.4	Final Design (90%) Letting Drawings (Estimate) for Waterfall: Includes plan, profile, and section drawings for waterfall. Includes coordination and review with US Army Corps staff. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings. Includes one set of revisions following stakeholder review. This item will be billed as a lump sum.	\$ 6,800	
2.5	Final Design (90%) Letting Drawings (Estimate) for Walkway and 6th Street Access: Includes plan, profile, and section drawings for Walkway and 6th Street Access, and coordination during the Section 408 process with the US Army Corps of Engineers. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings. Includes one set of revisions following stakeholder review. This item will be billed as a lump sum.	\$ 36,000	

2.6	Final Design (90%) Letting Drawings (Estimate) for Low Dam : Includes plan, profile, and section drawings for the Low Dam near 6th Street and coordination with SHPO during the archeological/cultural review to modify the design, if needed. Plan drawings include key elevations required for construction plus relevant dimensions. Profile drawings include existing and proposed elevations. Section drawings include existing and proposed dimensions including key elevations and break points. Deliverables include typical drawings. Includes one set of revisions following stakeholder review. This item will be billed as a lump sum.	\$ 14,200	
2.7	Responses: Respond to questions, comments, and concerns from federal, state, and local permitting agencies including Section 106, 404 and 408 issues.	Hourly at \$180/hour. Estimated at \$15,000-\$30,000	
2.8	On-site Meetings: Includes two meetings with one RWE representative on-site for up to two days to meet with stakeholders, City staff, and sub consultants for issues related to final design construction ready drawings. This item will be billed as a lump sum.	\$ 8,960	
2.9	Environmental Assessment (EA): Includes completion of an EA as requested by the US Army Corps of Engineers district environmental compliance section to meet the National Environmental Compliance Act (NEPA). This item will be billed as a lump sum.	\$ 30,400	
2.10	Expenses: Includes office expenses at \$18,900 plus direct expenses associated with Task 2.3 which are \$1,900 per trip.	\$ 22,700	
Subtotals including expenses:			\$ 580,380
Total:			\$580,380

Notes:

- 1) Does not include bid (letting) front end documents such as specifications, instructions to bidders, contracting information, bidding services, or construction phase services, nor additional reports or study requests from permitting agencies during the permitting process. Additional budget has been estimated for permit conditions and requests but this is not known until permit submittal. Does not include additional wetland, archaeological, cultural, or any biological surveys that may be requested during permitting and are not noted above.
- 2) Does not include additional local permits that may be necessary prior to construction including NPDES permit.
- 3) Does not include completion of a Conditional Letter of Map Revision (CLOMR) or LOMR. Assumes No Rise conditions.
- 4) Assumes a consultation with US Fish and Wildlife Service will not be necessary and there will not be any Section 7 consultations.
- 5) Assumes no Historic American Engineering Record documentation, and no memorandum of agreement or mitigation will be required through the Section 106 Consultation and/or historic/archaeological study findings. See Task 1.6 for estimated deliverables.
- 6) Does not include instream endangered species studies, reviews, and consultations that may result from those studies, reviews, and consultations except as noted in task 1.10.
- 7) Does not include tasks associated with funding sources and requirements associated with those funding sources.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed \$48,000.00, to provide bidding-related engineering services for the Third Party Renewable Natural Gas Project, and authorizing the Mayor to execute said document.

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

ATTACHMENTS:

Description	Type
☐ Memo to Mayor and Council	Backup Material
☐ Strand Associates, Inc., PSA	Backup Material

SUBJECT:

Resolution approving a Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed \$48,000.00, to provide bidding-related engineering services for the Third Party Renewable Natural Gas Project, and authorizing the Mayor to execute said document.

Submitted by: Submitted By: Brian Bowman, Treatment Operations Director

Recommended Action: Approve the Professional Services Agreement with Strand Associates Inc.

Expenditure Required/Source of \$48,000.00 Sewer Funds
Funds:



Date: December 7, 2022

To: Waterloo Mayor and Council

From: Brian Bowman, Operations Director, Waste Management Services

RE: Agreement for Bidding-Related Services Third Party Renewable Natural Gas Project

Background Discussion: Under a previous agreement with Strand and Associates of Madison Wisconsin Strand was tasked with preparing a preliminary engineering report that summarizes the anticipated facilities and project upgrades to incorporate pipeline quality renewable natural gas production at the Wastewater Treatment Plant and at the Lagoon. A vital portion of that agreement was to develop a RFP (Request For Proposal) document to be utilized for the City to solicit proposals from third party vendor interested in performing facility upgrades needed to capture and clean the renewable gas, make pipeline interconnections, market the renewable gas as a commodity and define what percent of the revenue would be shared with the City.

Under this new Agreement for Bidding-Related Services Third Party Renewable Natural Gas Project, Strand will act as the City of Waterloo's representative through the bidding process and will do the following:

- 1) Provide final RFP document in Microsoft Word and Adobe for Waterloo use in solicitation.
- 2) Distribute RFP documents for proposers electronically through QuestCDN/Strand.com/and questcdn.com
- 3) Respond to proposers questions and requests for information(RFI) during the bidding phase
- 4) Communicate with City of Waterloo regarding RFI responses
- 5) Develop required addenda and provide addenda to City of Waterloo for distribution
- 6) Attend up to 5 Project walkthroughs, site visits with prospective proposers
- 7) Review proposals and provide comments to City of Waterloo
- 8) Review Waterloo-Proposer Contracts and agreements related to the Projects design, construction, ownership and operation

- 9) Attend up to 5 web –based meetings to review and discuss proposals, conduct interviews with prospective proposers, review proposer-furnished contracts.

Recommended Action: It is recommended approval of the Agreement for Bidding-Related Services Third-Party Renewable Natural Gas Project with Strand and Associates from Madison Wisconsin in the amount of \$48,000



Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

December 8, 2022

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian Bowman, Treatment Operations Director

Re: Agreement for Bidding-Related Services
Third-Party Renewable Natural Gas Project

This is an Agreement between the City of Waterloo, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide bidding-related engineering services (Services) for the Third-Party Renewable Natural Gas Project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Bidding-Related Services

1. Provide final request for proposal (RFP) document in Microsoft Word and Adobe portable document format (PDF) file for OWNER's use in soliciting proposals. The PDF version will include RFP attachments provided by ENGINEER.
2. Distribute RFP documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com.
3. Respond to proposers' questions and requests for information (RFI) during the bidding phase.
4. Communicate with OWNER regarding RFI responses.
5. Prepare addenda and distribute through QuestCDN.
6. Attend up to five Project walkthrough site visits with prospective proposers at OWNER's facilities to review the Project.
7. Review proposals and provide emailed review comments to OWNER.
8. Review OWNER-proposer contracts and agreements related to the Project's design, construction, ownership, and operation; and provide emailed review comments to OWNER.
9. Attend up to five web-based meetings as requested by OWNER.

If-Authorized Services

Attend additional meetings as directed and authorized by OWNER in writing, and respond to OWNER's engineering services requests up to the specified preset limit.

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City of Waterloo
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Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.
3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
5. Revising RFP Documents: Any services required after these items have been previously approved by OWNER, state, or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through a separate Agreement with OWNER.
6. Services Furnished During Readvertisement for Proposals, if Ordered by OWNER: If a Contract is not awarded pursuant to the original proposals, any services of this type will be provided through an amendment to this Agreement.

Compensation

OWNER shall compensate ENGINEER for all Services on an hourly rate basis plus expenses an estimated fee allocated as follows:

Scope Item	Compensation
Bidding-Related Services	\$40,000
If-Authorized Services	\$ 8,000
Total Estimated Fee	<u>\$48,000</u>

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

City of Waterloo
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December 8, 2022

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of December 19, 2022. Services are scheduled for completion on April 28, 2023.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
8. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

City of Waterloo
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December 8, 2022

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Iowa Department of Natural Resources or other government agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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December 8, 2022

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERLOO


Joseph M. Bunker
Corporate Secretary

Date

Quentin M. Hart
Mayor

Date

CITY OF WATERLOO

Council Communication

Resolution approving a Development Agreement with WBM, LLC, for the construction of two (2) commercial buildings located west of 2843 Geraldine Road, with a Minimum Assessment Agreement in the amount of \$1,034,700.00, with rebates of five (5) years at 50 percent and a development grant of \$250,000.00 for Phase I, and rebates of two (2) years at 50 percent for Phase II, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 12/19/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Development Agreement	Backup Material

SUBJECT: Resolution approving a Development Agreement with WBM, LLC, for the construction of two (2) commercial buildings located west of 2843 Geraldine Road, with a Minimum Assessment Agreement in the amount of \$1,034,700.00, with rebates of five (5) years at 50 percent and a development grant of \$250,000.00 for Phase I, and rebates of two (2) years at 50 percent for Phase II, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action: Approval

Summary Statement: Transmitted is a request approving a Development Agreement with WBM, LLC for the construction of two commercial buildings and minimum assessment agreement of \$1,034,700.00. The agreement includes rebates of five (5) years at 50% and a development grant of \$250,000 for phase I. Phase II will receive rebates of two (2) years at 50%. An amendment to the Minimum Assessment Agreement will need to go before City Council prior to the construction of Phase II.

Phase II of the project must commence within 12 months after the completion of phase I. An amendment to the Minimum Assessment Agreement will need to go before council prior to construction of Phase II. Phase II development has an estimated assessed value of \$900,000.00.

Data/Analysis and Strategies: Economic Development

Expenditure Required/Source of Funds: None

Legal Descriptions: Lot 6, South Port 2nd Addition, City of Waterloo, Black Hawk County, Iowa.

DEVELOPMENT AGREEMENT – Phased Development

This Development Agreement (the “Agreement”) is entered into as of _____, by and between WBM Construction and Development, 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, 2015, as amended (the “Urban Renewal Act”), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area (“Urban Renewal Area”).
- B. Company is willing and able to finance and construct buildings and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit “A” attached hereto (the “Project 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. **Phased Development.** The parties contemplate that Company will develop the Project Property in phases. Each phase will consist generally of two commercial buildings, with more detailed plans for each phase to be developed at one

or more future dates. Improvements to the Project Property completed within the schedule established by Section 4 below will be eligible for the benefits provided for in this Agreement, and any phase of the Improvements not completed within the prescribed period will not be eligible for said benefits.

2. Improvements by Company. Company shall construct on the Project Property the improvements described in Section 1 above, and related landscaping, paving, signage and parking improvements (collectively, the “Improvements”). The Improvements relating to each separate phase are referred to as the Phase 1 Improvements and the Phase 2 Improvements, as applicable. Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. For each phase, 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 Project Property, the Improvements, and all site preparation and development-related work to make any of the Project 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 Plan”) 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 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 Modified Plans in whole or in part, Company shall submit new or corrected 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 Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the 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 provide the incentives set forth in this Agreement and that without said commitment City would not do so.

A. Deadlines to commence and complete. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction on Phase 1 Improvements within six (6) months after the date of this Agreement (the "Phase 1 Start Date") and must Substantially Complete construction within eighteen (18) months after the date of this Agreement (the "Phase 1 Completion Deadline"). Construction of Phase 2 Improvements must begin within twelve (12) months after Phase 1 Improvements are Substantially Completed, and Company must Substantially Complete Phase 2 Improvements within twelve (12) months thereafter (the "Phase 2 Completion Deadline"). "Substantially Complete" 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 the City has verified that any Project element for which no permit was necessary has been Substantially Completed.

B. Events triggering termination. If, by the Phase 1 Start Date or any agreed period of extension, Company has not in good faith begun construction of the Improvements upon the Phase 1 Property, then the City may terminate this Agreement following Company's failure to begin construction within thirty (30) days following written notice of default from City. 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 any phase of the

Improvements. Any additional or longer time extensions will require consent of the City Council. If development has commenced by the Phase 1 Start Date or within any agreed period of extension, or with respect to Phase 2 such development has commenced, 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 completed by the respective Phase Completion Deadline shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension the 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 for completion of any given phase of 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. City shall have no further obligations to Company under this Agreement if City terminates this Agreement as provided herein.

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

6. **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 Phase 1 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 valuation for the Phase 1 Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$1,034,700.00 (the "Phase I Minimum Actual Value"), through:

- (i) willful destruction of the Phase 1 Property, the Phase 1 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.

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement. In connection with construction of Phase 2 Improvements, the parties will execute and record an amendment to the MAA, or a new MAA governing the Phase 2 Property, for the purpose of increasing the Minimum Actual Value to an amount that reflects the value added by Phase 2 Improvements. The parties anticipate

that Phase 2 Improvements will have a minimum actual value of no less than \$900,000.00.

7. **City Incentives.** City shall, at its sole option, provide to Company as development incentives:

A. Rebates. Property tax rebates as set forth in Section 8 and Section 8.1.

B. Grant. A grant payment of \$250,000.00 (the “Grant”) within thirty (30) days after approval of this Agreement by the Waterloo City Council, to be used by Company in payment of Property acquisition costs.

8. **Tax Rebates – Phase 1.** Provided that Company has completed Phase 1 Improvements before the Completion Deadline thereof, and that Company has executed the MAA as set forth in Section 6 above, City agrees to rebate property tax (with the exceptions noted below) with respect to Phase 1 Improvements, as follows:

Year One through Year Five	50% rebate each year
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for any assessed value added by the completed Phase 1 Improvements that exceeds the initial base value of \$34,700.00 (each such payment is a “Rebate”). Each Rebate is payable in respect of a given property tax fiscal year (a “Fiscal Year”) only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the “March Installment”), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The assessed 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 \$500.00. Rebates shall not be paid based on 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 Fiscal Year in respect of which a Rebate may be given (“Year One”) shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Phase 1 Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event Phase 1 Improvements on the Property are completed prior to January 1, 2025 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised,

the property taxes that would be assessed based on the January 1, 2025 assessed value would be for the Fiscal Year ending June 30, 2027, with the taxes payable one-half by September 30, 2026 and one-half by March 31, 2027, then the first Rebate could be applied for after March 31, 2027 and prior to April 1, 2028.

8.1. Tax Rebates – Phase 2. Provided that Company has Substantially Completed Phase 1 and Phase 2 Improvements before the respective Completion Deadlines, and that Company has executed an amendment to the MAA as set forth in Section 6 above, City agrees to rebate property tax (with the exceptions noted below) with respect to both Phase 1 and Phase 2 Improvements, as follows:

Year One through Year Two	50% rebate each year
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for any assessed value added by the completed Phase 1 and Phase 2 Improvements combined that exceeds the initial base value of \$34,700.00. Payment of Rebates pursuant to this Section 8.1 shall commence in the year immediately following completion of the Phase 1 Rebate schedule, and for purposes of this Section 8.1 such year shall be “Year One.” The payment of Rebates shall otherwise be subject to all terms and conditions set forth in Section 8.

9. Limitations on Payment of Rebates and Grant.

A. Each payment of a Rebate or Grant is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City’s obligation to make future payments of Rebates or a Grant shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City’s bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 7, Section 8 or Section 8.1 hereof, City shall have no obligation to make a payment of a Rebate or Grant to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the

use of Tax Increments resulting from the Property and Improvements to fund a Rebate or Grant payment to Company, as contemplated under Section 7, Section 8 or Section 8.1 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 8 or Section 8.1, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

10. **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(s) 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. 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. The Project Property, or phase portion thereof, 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 Project Property and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Project Property and phase 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 Project Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Project Property and Improvements as set forth in the MAA and any amendments thereto.

F. Until termination of the MAA(s), Company will maintain, preserve and keep the Project 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.

G. Until termination of the MAA(s), Company agrees that (1) if the completed Improvements are to be Company's primary location for business operations, 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 Project Property, and (2) it will make no conveyance, lease or other transfer of the Project Property or any interest therein that would cause the Project 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 Project Property. 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 Project Property that is determined by any tax official to be applicable to the Project 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 Project Property.

11. Conditions to City Funding.

A. The complete or initial funding by City of the Rebates or Grants and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such

funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate or Grant disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate or Grant payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate or Grant payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate or Grant payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate or Grant payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 13 shall be true and correct as of the Rebate or Grant disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate or Grant disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

12. **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.

13. 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.

14. 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 Project Property 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 Project Property or the Improvements, due to any negligent act or omission or willful misconduct of any person, other than any negligent act or omission 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 construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Project 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.

15. **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 Project 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.

16. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Project 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.

17. **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, the Project 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 Project 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 an 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 Project 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.

18. **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. In the alternative, if the Project has not commenced beyond earthwork Company may choose to convey the Project Property to City by special warranty deed, or failing conveyance by Company within thirty (30) days after written demand by City then City shall be authorized to execute, on Company's behalf and **as Company's attorney-in-fact**, a special warranty deed, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact. If the Project Property is conveyed to City by any means, Company shall discharge and satisfy any and all liens, claims, charges, security interests, mortgages, encumbrances or past-due or currently due property taxes or assessments (collectively, "Liens") arising by or through Company, so that title is delivered to City free and clear of Liens.

B. Default by City. Whenever any Event of Default in respect of Company 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 Project Property is conveyed to City pursuant to Section 18.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.

19. **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.

20. **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.

21. **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.

22. **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 _____,
Attention: Managing Member.

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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

29. **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.

30. **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.

31. **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

WBM CONSTRUCTION AND
DEVELOPMENT, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Managing Member

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.

EXHIBIT "A"

Legal Description of Project Property

Lot 6, South Port 2nd Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), WBM Construction and Development, 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, described in Exhibit "A" thereto, (the "Property") located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area ("Project") within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan Area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company 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 Company, the minimum actual value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Company as a part of the Project shall not be less than \$1,034,700.00 (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 the date set forth in the Agreement, but in any event not later than December 31, 2024. If it is not, then the parties agree to execute an amendment to this Agreement that will extend the dates 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, 2034. 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 Improvements in excess of the Minimum Actual Value.

3. Company agrees that 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.

4. 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.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. 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

WBM DEVELOPMENT AND
CONSTRUCTION, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Managing Member

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 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.

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, by _____
 _____ as Managing Member of WBM Construction and Development,
 LLC.

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 One Million Thirty-Four Thousand Seven Hundred Dollars (\$1,034,700.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

Assessor for Black Hawk County, Iowa

Date _____

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, by T.J. Koenigsfeld,
Assessor for Black Hawk County, Iowa.

Notary Public

CITY OF WATERLOO

Council Communication

Resolution approving a request by the City of Waterloo, the James L. Grady Revocable Trust U/A Dated March 4, 2013 and Jeanette J. Grady Revocable Trust U/A Dated March 4, 2013, for an Easement Agreement for ingress and egress to City owned property, with a term of five (5) years ending December 31, 2027, and a yearly compensation to the owner of \$500.00 per year, located adjacent to 570 West Shaulis Road, (MidAmerican Substation), and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

ATTACHMENTS:

Description	Type
❑ Easement Agreement	Backup Material
❑ Easement Map	Backup Material

SUBJECT:

Resolution approving a request by the City of Waterloo, the James L. Grady Revocable Trust U/A Dated March 4, 2013 and Jeanette J. Grady Revocable Trust U/A Dated March 4, 2013, for an Easement Agreement for ingress and egress to City owned property, with a term of five (5) years ending December 31, 2027, and a yearly compensation to the owner of \$500.00 per year, located adjacent to 570 West Shaulis Road, (MidAmerican Substation), and authorizing the Mayor and City Clerk to execute said document.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted is a request between the City of Waterloo and James L. Grady Revocable Trust U/A Dated March 3, 2013 and Jeanette J. Grady Revocable Trust U/A Dated March 4, 2013 for an easement agreement for the means of use for ingress and egress to City owned property, located adjacent to 570 West Shaulis Road (MidAmerican Substation). Granting of the ingress/egress will give the City, future owners of the City Property, and the employees and agents of each of them access to a portion of the southeast corner of the South Waterloo Business Park.

The agreement will expire on December 31, 2027 and the owner will be compensated \$500.00 per year for use of the easement.

Neighborhood Impact:

The request would not negatively impact the area and the easement grants access to the southeast corner of the South Waterloo Business Park.

Description of Easement Premises

As measured from the South line of Section 9, the South 710 feet of the West 50 feet of the following described real estate: The South

One-half of the Southeast Quarter of Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, in Black Hawk County, Iowa, except that part conveyed for road purposes in Land Deed Record 91, Page 186 and except that part conveyed to the City of Waterloo in 550 LD 609 of the records of said County, and except that part for roads shown on Survey Doc. #2012-14745.

Legal Descriptions:

Description of City Property Gaining Ingress/Egress

An area generally described as:

The East 360 feet of the North Half of the South Half of the Southwest Quarter ($N\frac{1}{2} S\frac{1}{2} SW \frac{1}{4}$) in Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth P.M., Black Hawk County, Iowa.
and

The South 350 feet of the East 360 feet of the South Half of the North Half of said Southwest Quarter.

New 12-1-22

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704.
Return to preparer after recording.

Phone (319) 234-5701

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into as of _____, by and between the City of Waterloo, Iowa ("City") and James L. Grady, Trustee of the James L. Grady Revocable Trust U/A dated March 4, 2013 and Jeanette J. Grady, Trustee of the Jeanette J. Grady Revocable Trust U/A dated March 4, 2013 (collectively, "Owner").

1. **Grant of Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby grant and convey unto City, and City does hereby accept, an easement (the "**Easement**") in, to, upon, over, and across the real estate (the "**Premises**") legally described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

2. **Purpose.** The Premises is intended for use by City, future owners of the City Property, and the employees and agents of each of them, for purposes of ingress and egress between Shaulis Road and the City Property legally described as set forth on Exhibit "B" attached hereto (the "**City Property**"). The Premises shall not be used for any other purpose without the prior written consent of City. It is the intention of the parties that City shall assume all responsibility for the construction, maintenance and operation of improvements made to the Premises, and that Company shall have no liability relating to the Easement or any such improvements.

3. **Term.** The Easement shall continue in force and effect for a term of five (5) years, ending December 31, 2027, subject to renewal for an additional term of five (5) years if the City delivers written notice of renewal to Owner before the termination date. Notwithstanding the foregoing, the Easement shall automatically terminate at such time as a public street or road is constructed that connects the City Property (defined below) with Shaulis Road and is open for public use. City may also terminate the Easement at any time upon 60 days' advance written notice to Owner.

4. **Compensation to Owner.** City shall pay to Owner the sum of \$500.00 per year for the easement rights granted to City under this Agreement. The initial payment shall be made within 30 days after approval of this Agreement by the Waterloo City Council. Subsequent

payments shall be made on or before January 1 of each following year during the term of the Easement.

5. **Owner Duties.** Owner makes the Premises available to City, “as is, where is”, without any representation or warranty as to the condition of the Premises. Owner shall have no duty to prepare the Premises in any way for City’s use, and Owner shall have no further duty or obligation with respect to the Premises, except as set forth herein, other than the duty not to cause damage to improvements made by City to the Premises.

6. **Easement Conditions.** City agrees that its acceptance of the Premises is subject to each and all of the following terms, conditions, covenants, and restrictions, which are covenants running with the land:

a. City will maintain and operate the Premises and the Easement in accordance with all applicable laws and regulations, and a standard of reasonable care.

b. As against Owner, City shall solely bear all responsibility, cost, and expense for design, construction, repair, maintenance, operation and any other work relating in any way to the Easement and the Premises, and any improvements placed on or made to the Premises, except for damage caused to such improvements by Owner, its employees, agents, tenants or invitees, for which damages Owner shall be responsible.

c. Upon termination of the Easement, City shall be responsible to remove all improvements that it placed or constructed on the Premises and for “deep ripping” the area affected by construction, use or removal of such improvements.

7. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. This Agreement may be executed in multiple counterparts, each of which, including counterparts signed electronically or signed counterparts delivered by electronic means, shall be deemed an original and all of which shall be deemed to be one and the same instrument.

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

[signatures on next page]

JAMES L. GRADY REVOCABLE TRUST
U/A DATED MARCH 4, 2013

By: James L. Grady
James L. Grady, Trustee

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

JEANETTE J. GRADY REVOCABLE
TRUST U/A DATED MARCH 4, 2013

By: Jeanette J. Grady
Jeanette J. Grady, Trustee

Attest: _____
Kelley Felchle, City Clerk

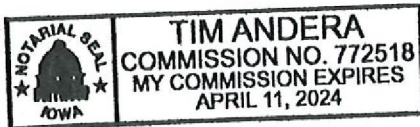
STATE OF IOWA



) ss.

BLACK HAWK COUNTY)

Acknowledged before me on December 5, 2022 by James L. Grady as Trustee of the
James L. Grady Revocable Trust U/A dated March 4, 2013.



[Signature]
Notary Public

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on December 7, by Jeanette J. Grady as Trustee of the
Jeanette J. Grady Revocable Trust U/A dated March 4, 2013.

Karie Stampe
Notary Public



STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, by Quentin Hart and Kelley Felchle as
Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

Notary Public

EXHIBIT "A"

Description of Easement Premises

As measured from the South line of Section 9, the South 710 feet of the West 50 feet of the following described real estate: The South One-half of the Southeast Quarter of Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth Principal Meridian, in Black Hawk County, Iowa, except that part conveyed for road purposes in Land Deed Record 91, Page 186 and except that part conveyed to the City of Waterloo in 550 LD 609 of the records of said County, and except that part for roads shown on Survey Doc. #2012-14745.

EXHIBIT "B"

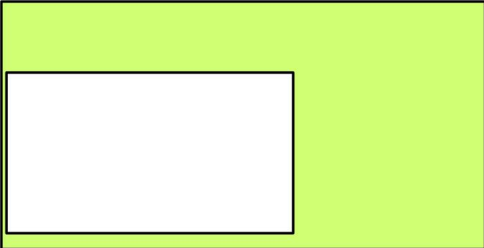
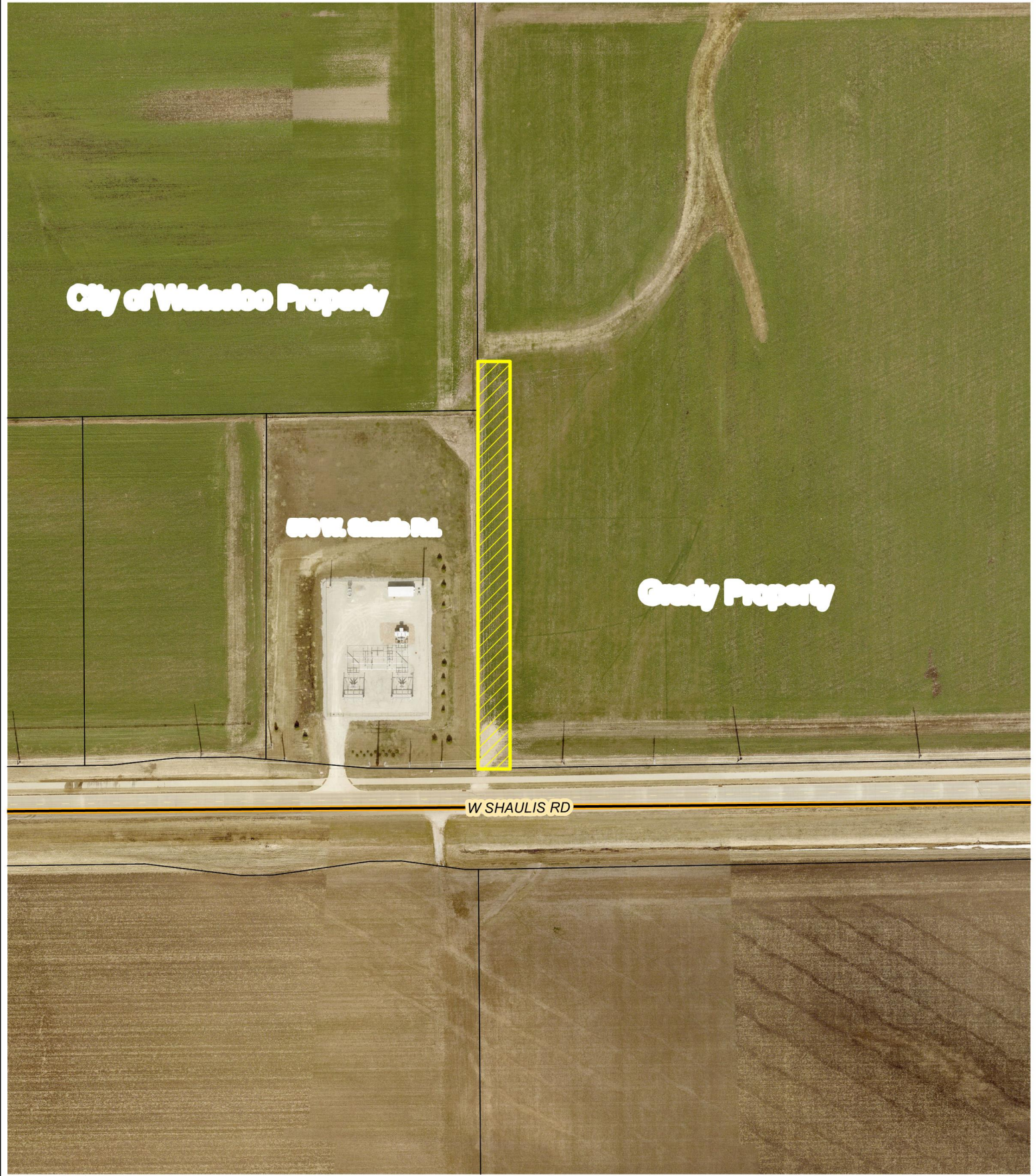
Description of City Property

An area generally described as:

The East 360 feet of the North Half of the South Half of the Southwest Quarter ($N\frac{1}{2} S\frac{1}{2} SW \frac{1}{4}$) in Section No. 9, Township No. 88 North, Range No. 13 West of the Fifth P.M., Black Hawk County, Iowa.

and

The South 350 feet of the East 360 feet of the South Half of the North Half of said Southwest Quarter.



City of Waterloo, Iowa



CITY OF WATERLOO

Council Communication

Resolution approving changes to the City Travel and Meetings Policy, effective December 20, 2022.

City Council Meeting: 12/19/2022

Prepared: 12/12/2022

ATTACHMENTS:

Description	Type
▣ Travel and Meetings Policy Proposed Dec 5, 2022	Backup Material

SUBJECT: Resolution approving changes to the City Travel and Meetings Policy, effective December 20, 2022.

Submitted by: Submitted By: Bridgett Wood, Finance Manager

Summary Statement: The Travel and Meetings policy was reviewed by City Council at the work session on December 5, 2022. The agreed-upon changes have been incorporated into the policy.

TRAVEL AND MEETING GUIDELINES

OVERVIEW

These guidelines establish the basic policies and procedures for the expenditure of public funds for authorizing attendance, travel and reimbursement of expenses for City employees, elected officials and appointed members of boards and commissions and other individuals traveling on City business including the attendance at meetings and all training conferences by all employees and officials. Everyone who travels or attends meetings for City business purposes (or supervises someone who does) is responsible for knowing and following these guidelines.

These guidelines are organized into seven sections:

- General standards
- Planning an official trip
- Travel/Training authorizations
- Making the trip
- Incurring non-travel expenses
- Accounting for expenses

The key documents in the administrative process are the Travel/Training Request (TR) form and the Employee Expense Record (EER). Besides ensuring that travel by City employees, elected officials and Board and Commission members is conducted in accordance with these guidelines, the EER summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for vendor payments and credit card purchases. General instructions for completing and processing this form are also included in these guidelines.

Adoption and Implementation. The Council is responsible for adopting the City's travel and meeting guidelines and for approving any significant policy revisions to them. The Mayor is responsible for developing administrative procedures as needed to implement the guidelines with the assistance of the Finance Department. In this role, the Mayor is authorized to make minor administrative changes in the guidelines as long as they are intended to carryout the purpose of these guidelines and will not have any significant policy impacts.

These are overall guidelines for the City. Departments may implement more restrictive guidelines, but may **not** adopt any that are more liberal.

GENERAL STANDARDS

These guidelines do not require you to take a bus, stay in a cheap motel or eat only in fast food restaurants. They do require you to use reasonably priced transportation and lodging. For example, a bus or a train may cost less than a plane, but the added time away from work can make these slower options more expensive to the City overall. The meal allowances established in these guidelines allow you to eat in moderately priced restaurants.

In all areas, not just economy, you are responsible for exercising good judgment in requesting, arranging and making a trip. It should be thoroughly planned well in advance. Personal business should not be mixed with official business if it will cost the City anything in dollars or lost time, or if it will harm the City's interests in any way.

These guidelines are not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources.

PLANNING AN OFFICIAL TRIP

Who can travel on City business?

City employees, elected officials, board and commission members may all have reason to travel on official City business. In certain cases, others may also travel on behalf of the City (for example, trainers traveling to Waterloo to conduct City-sponsored seminars). As long as the individual is included in an approved travel request, they are authorized to travel on behalf of the City.

How will you travel?

When planning the transportation portion of your trip, consider all aspects of cost to the City—daily expenses, overtime, lost work time—as well as actual transportation costs. In general, common carrier (bus, train, plane) is the preferred mode of transportation. You should use an intercity bus, train or airplane unless there is a valid reason for using private transportation. For example, use of a City vehicle—especially if two or more employees or officials are traveling together—may be less expensive for travel within the State. However, as noted above, the increased time for automobile transportation—and the potential for lost work time, overtime, or increased lodging costs—should be considered in determining the best mode of transportation. If you need local transportation at your destination, use of public transit such as buses, streetcars and subways is appropriate. You will be reimbursed for these expenses. You will be reimbursed for taxis when public transit or other common carriers are not reasonably available. If a car rental is required, you may use a City credit card or request reimbursement when you return, as long as the use of a rental car is pre-approved

Air Travel:

All air travel on City business should be at the lowest available fare (typically referred to as coach or economy class). Every effort should be made to fly out of Waterloo. If not flying from Waterloo, you must document why you are using another airport and include that explanation with your travel request.

Automobile/Mileage:

If you will be driving, you should use a City vehicle if one is available. You may use a City credit card to purchase gasoline in accordance with the City credit card policy or request reimbursement when you return.

When available, courtesy shuttle services should be utilized between airports and meeting locations. Parking at the airport is reimbursable with the original receipt.

If a City vehicle is not available, or there is another reason why you should drive your personal car, you may do so with the approval of your department head. You will be reimbursed at the current IRS standard mileage reimbursement rate. Commuting miles from your home to City Hall must be subtracted from the miles traveled.

To drive a privately owned vehicle on City business you must:

- Possess a valid Iowa driver's license.
- Carry liability insurance limits required by the City's Insurance Committee.
- Realize that any damage to the car, needed service, or repair occurring on the trip will be your responsibility, as these costs are included in the City's per mile cost reimbursement.

In cases where more than one employee is attending the same event, employees will normally be expected to travel together and mileage reimbursement will be for one vehicle only.

If you choose to use a personal vehicle to attend a conference, the mileage reimbursement will be limited to the lesser of (1) the actual mileage to the conference destination or (2) the equivalent of the most economical airfare.

Rental Vehicles:

The use of rental vehicles is not permitted unless there is no other transportation available or when alternate transportation would be more expensive or impractical. When rental vehicles are used, the least expensive vehicle practical will be used. Rental cars may not be used for personal use unless reimbursed. If requesting to use a rental car, a supplemental document should be provided with the travel request explaining the need for a rental car.

When will you go? By what route?

You should schedule your trip so that you leave at the latest reasonable hour and still arrive at your destination on time. You should also return promptly when your business is finished, thereby minimizing the time away from work and ensuring full reimbursement of all related expenses. You should generally take the most direct and commonly traveled routes. Other routes may be authorized when official business requires their use. If you take an indirect route or stop along the way for personal reasons, you will not be reimbursed for related expenses.

What about compensation for travel time?

When travel time exceeds your normal workweek, the City's rules for overtime apply if you are eligible for overtime. In determining overtime compensation, normal commute time should be deducted from the total travel time. Additionally, normal unpaid meal periods are not considered work time when you are traveling. Overtime eligibility applies equally to drivers and passengers, and should be granted whether the travel occurs during normal workdays, weekends or evenings.

Where will you stay?

The City will pay for a single room (including taxes and parking) for as many nights as necessary. The accommodations you use should be economical but practical. For example, it is preferable to stay at the hotel where a conference is held, even if that hotel may be slightly more expensive than others in the area. Location is also important: a hotel close to where you will be conducting business may be slightly more expensive than outlying hotels, but it may be easier to achieve the City's travel goals by staying at the closer location. In general, you should stay at the most reasonably priced accommodations available consistent with the purpose and goals of your travel. If you have a question about using a particular hotel, obtain concurrence or direction from your department head before making a reservation. When making arrangements for travel, you should always request a government rate.

The City will not reimburse employees for lodging expenses incurred for additional guests in the same room.

Pre-conference lodging will be allowed for travel outside a 90-mile radius of Waterloo and must be identified in the travel request. Starting time is for the actual conference, not registration or optional tours or conference sponsored events. If travel within the 90-mile radius of Waterloo requires early morning and evening attendance on consecutive days (for example, if meetings run until 10 pm and start again at 7 am), individuals can request consideration for lodging (instead of traveling back to Waterloo daily) through their department head.

Should you make reservations?

Whenever possible, you should make reservations. They are often required for large conferences. Upon obtaining the necessary approvals, you can use a City credit card number to confirm reservations. Be sure to cancel any reservations you will not use. If the City is charged for an unused reservation, you will pay that charge unless circumstances requiring cancellation were reasonably beyond your control.

When making lodging reservations, be sure to ask about exemptions from the local transient occupancy tax (TOT or hotel/motel tax): some cities exempt travelers on City business, others don't. You may be able to save up to 14% on lodging costs depending on the local TOT rate. Almost all lodging operators will require an official, written claim for exemption. A sample for this purpose is provided in Exhibit A.

Will the City pay for all expenses incurred while traveling?

Miscellaneous expenses. No. Items of a personal nature are not reimbursable including items such as movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, fines or traffic violations, excess baggage costs, spouse and/or guest accommodations, repairs to personal vehicles, office equipment and other items of a personal nature. Optional tours, banquets or other activities not related to professional advancement offered through a conference as an additional registration cost are solely at the discretion of the employee and will be considered personal expenses.

Family members or guests. Travel arrangements and payment of costs for family members or guests are not eligible for payment by the City. Travel arrangements and payment of costs for

family members or guests should be handled directly by the employee unless incidental to the employee's travel. For example, the additional charge for a double room versus a single room may be charged to the City and reimbursed by the employee within 30 days after the travel.

Phone calls. Generally, personal phone calls will not be reimbursed by the City. However, employees will be permitted one five-minute phone call per day when traveling overnight. City-business related calls made by the employee will be reimbursed.

If unauthorized expenses have been paid by the City for any reason, the employee will be responsible for reimbursing the City within 30 days.

Do I need to have travel pre-approved?

TRAVEL/TRAINING REQUESTS

Travel and training requests are required for all out-of-town travel for non-routine business requiring out-of-pocket expenses and for all training conferences. Travel requests are not required for routine business travel within Black Hawk County or for routine business travel outside Black Hawk County **IF** no out-of-pocket costs are incurred. They are required when attending in-town training sessions sponsored by organizations other than the City of Waterloo if there is a registration fee or other out-of-pocket cost associated with the training. Travel requests must first be approved by the Department Head. ~~They should then be provided to the Finance Department. Requests of \$200 or less will be forwarded to the Mayor's office after budget approval by the Finance Department.~~ Travel requests of \$200 or less only require the Department Head approval. Departments should submit travel requests exceeding \$200 on the Finance Committee agenda using the Novus agenda system. Travel requests and accompanying voucher requests should be submitted as far in advance as possible so that the necessary approvals are obtained prior to the travel date.

Department heads approving Travel requests are responsible for determining that the cost is reasonable and justified by the trip's purpose. They should be certain that:

- The purpose cannot be accomplished by mail or telephone.
- The seminar, meeting or conference is necessary to accomplish key City goals and objectives and is unavailable locally if overnight accommodations are required. A copy of the meeting/conference agenda is required to be provided with the travel request. If not attending the conference at the closest location, an explanation of the reasoning for attending at the requested location should be included.
- The minimum number of City staff members are going. If more than one staff member is attending, an explanation of the purpose for multiple attendees should be provided.
- The itinerary ensures accomplishment of the purpose at the lowest reasonable cost.
- If a rental car is requested, include an explanation of the reason a rental car is needed.
- If not attending a meeting/conference at the closest location, attach an explanation of the reason for selecting the requested location.
- The traveler understands and follows these guidelines.
- There is enough money in the appropriate travel budget to cover the costs.

Ultimately, the responsibility for following these guidelines and exercising good judgment in the use and stewardship of the City's resources rest with each City employee traveling on City business.

What if the travel is an emergency?

In the rare event that you need to travel on city business on an emergency basis and you cannot complete the necessary travel forms prior to leaving, you should have someone in your department contact the Finance Department to make them aware of the emergency travel. The necessary forms should be completed immediately upon your return.

Requests for Payments to Vendors

The City will pay all legitimate expenses of your trip. These include transportation, lodging, registration fees, meals and any other related expenses if they are for official business and fit within these guidelines.

Travel expense reimbursements are submitted by department heads to the Finance Department for approval. Travel expense reimbursements for the Mayor and City Council members exceeding \$200 must be approved by a member of the Finance Committee in addition to Finance Department approval.

The City's standard voucher system may be used to request vendor payments or employee expense reimbursements. City credit cards may also be used if pre-approval is obtained. The Employee Expense Report should be used when you return to account for your actual travel expenses. A copy of the approved Travel/Training Request form should be attached to any request for payment of expenses related to the travel.

There are three ways to pay for travel expenses: direct vendor payments, reimbursements and by city-issued credit cards. The methods that should generally be used are direct vendor payments and reimbursements to employees. Direct vendor payments are made by the City to an organization to pay for specific costs related to a trip—usually registration fees, lodging and airfare. Reimbursements will be made to employees upon their return from the trip with the submittal of properly documented expenses. Credit cards may be checked out and used pursuant to the City credit card policy. Cash advances are lump sum payments made to you before you leave to cover expenses as they arise on the trip and **will not be issued as a standard method of financing travel. They will be permitted ONLY if there are extenuating circumstances.**

In the extremely rare event that a cash advance is permitted, the department head must review the amount to be sure it is reasonable prior to obtaining authorization from the Finance Department. When you return, you must account for all expenses you incurred, and return the unused portion of the advance. You will be reimbursed the difference if the actual, authorized expenses you incurred exceed the amount advanced. You will be required to reimburse the City for any cash advances taken that exceed actual authorized expenses within ten days of your return.

To obtain either direct vendor payments or reimbursements/cash advances, you must complete the appropriate sections of the Travel Request and attach payment vouchers for all payments.

Travel/Training Request Forms. ~~This form is available in in Shared Goodies and is a fillable Adobe (pdf) form. Please make every effort to use the fillable form.~~ There are two fillable PDF forms: one for \$200 or less and a second one for over \$200. Both are available in Shared Goodies → Forms. Make sure you are selecting the appropriate form when requesting travel. Invoices for registration, training, etc. will require an approved travel request. \$200 or less must have the signature of the employee requesting the training/travel as well as the department's signature for approval. Over \$200 requests must go through the Finance Committee for approval.

MAKING THE TRIP

There are two key “golden rules” to remember about making an official trip:

- Keep it official.
- Keep records for all expenses.

Keeping It Official

If you take time away from official business for personal matters, or if you delay your return after completing your business, you will not be reimbursed for expenses incurred during that time. When combining business and personal travel in this manner, department head approval is required. If this extended period occurs during your regular scheduled work hours, the time will be counted as vacation, comp time (if available) or leave without pay.

If you become sick and must delay your return, you will be reimbursed for your additional living expenses (except those directly related to your illness, such as physician or hospital costs) until you are able to return home. You should notify your supervisor as soon as possible if you become ill. The time will be counted as sick leave if it occurs during your normally scheduled work hours, and the City's normal sick leave rules will apply.

Keeping Records for All Expenses

As discussed below under *Accounting for Expenses*, you must maintain a detailed record of all expenses incurred during your travel: meals, transportation, lodging, baggage handling, parking fees, registration fees, telephone and any other reasonable and necessary expenses. Original receipts must be submitted for all expenses other than tips. Detailed receipts, not just stubs or credit card charge slips, must be submitted for meal reimbursements.

Meals

Meal expenses will be reimbursed with original detailed receipts up to the following amounts:

When traveling to large cities (as defined in federal CONUS/OCONUS regulations):

Total	70.00
-------	-------

When traveling to cities other than those defined as large cities:

Total	45.00
-------	-------

Receipts are not required for tips. However, City-paid tips are capped at 15% (unless for a group where the restaurant uses a stated gratuity).

The City does not pay for breakfast on the date that the employee departs for travel. For the day that the employee returns home, the evening meal is typically not reimbursed unless the employee will not arrive home until after eight p.m. Because of reimbursement limitations by other agencies or other budget constraints, department heads may authorize lower meal allowances.

General

- If meals are provided without charge at a meeting or while in transit (meals served on a plane, for example), appropriate deductions must be made from the meal allowance limit

What if I have medically required dietary restrictions and cannot eat the meals provided at a conference?

The City's standard policy is not to pay for meals eaten in place of meals that are provided during conferences, seminars and similar meetings, since the cost of those meals is included in the registration fee.

However, if an employee has medically required dietary restrictions, upon presentation of a written statement from the employee's doctor, specifying that there are dietary restrictions that prevent the employee from eating the menu items provided by the conference sponsor, the city will reimburse the employee for menu items approved by the employee's doctor for meals. All other travel policy restrictions continue to apply.

What if the travel or training lasts longer than a period of five days?

On occasions when employees are attending training or traveling on city business for more than a five-day period, accommodations with cooking facilities should be used whenever possible. In that event, meal reimbursements will be paid using a flat fee of \$25 per day.

In cases where an employee's travel is longer than a five-day period and includes days that are not either work or class days, the city reimbursement shall follow these guidelines. If it's more economical to pay any additional lodging costs and additional meal costs than to pay travel expenses to return home for those days (typically the weekend), the city will pay the additional costs if the employee chooses to remain at the travel site. If it's more economical to return home for those days, the city will not reimburse the employee for the additional lodging and meals for the ~~non-work~~non-work/class days.

INCURRING NON-TRAVEL EXPENSES

The City will pay expenses incurred for such meetings and hospitality as may, from time to time, be determined by the Council to be appropriate. Costs for such special occasions will be determined by specific Council action authorizing such events.

The City will also pay expenses you incur attending meetings or conferences held locally which do not include travel expenditures.

In addition, the City will reimburse you for costs incurred while at a meeting or other function when such costs are directly linked to the program or subject matter of the meeting. Examples of costs that may be borne by the City include printed materials, tapes or other training material that may be available for sale at the meeting.

Business Meals

Business and working meals are generally not reimbursable expenses. Actual detailed receipts must be provided for such meals. Reimbursement will not be made for alcoholic beverages. An expense report listing the names and titles of all persons attending the business dinner together with the business reason for the event must be completed and filed with Finance in order to receive reimbursement. Travel request forms should be completed to obtain approval for all such meals and food items.

Alcoholic Beverages

City funds should not be used to purchase alcohol or reimburse employees for alcohol related costs. The Council may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances. This discretion applies primarily to non-travel related expenditures such as special receptions, and not to routine travel or meetings by City employees.

Spouses and Guests

Spouses and guests are welcome to accompany you on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of your spouse or other guests are your responsibility.

Guests as passengers in City vehicles. Due to liability concerns, non-City employees should not ride as passengers in City vehicles when it is not directly related to City business. However, department heads may approve exceptions on a case-by-case basis, subject to review by the Insurance Coordinator.

ACCOUNTING FOR EXPENSES

When you return from your trip or official function, a final accounting of all expenses generally must be approved by your department head and submitted to Finance within thirty working days. An expense report is required in all cases—whether the advance and actual expenses are equal, you are eligible for additional reimbursement or you owe money to the City.

The final accounting is made by completing the *Employee Expense Report*. After completing the expense report, you should attach required receipts, a copy of the approved Travel Request and conference documentation (if travel was to attend a conference), sign the report attesting to its accuracy and submit it to your department head for review and approval. If you owe the City for the unused balance of a cash advance, you should pay the amount due to the cashier at your location and attach the cash register receipt to your expense report.

Department heads approving expense reports are responsible for ensuring that:

- All expenses are reasonable, necessary and consistent with these guidelines.
- Any required receipts are attached.
- The final disposition is correct (balance due employee; balance due City).
- Any amounts due to the City are reimbursed.
- Final accounting of all expenses is submitted to Finance.

Upon approval by your department head, the expense report should be processed as follows depending upon the circumstances:

If the City Owes You

The expense report should be forwarded to Finance along with a voucher request for payment to you, a copy of the approved travel request and, in the event that a conference was attended, a copy of conference documentation; the reimbursement will be processed on the next check register.

If You Owe the City

The expense report should be forwarded to Finance with the cash register receipt attached evidencing payment of the amount due.

Amended, restated, and Approved by City Council on December 19, 2022. (Previously Amended, and Restated, and Approved by City Council October 26, 2020, (previously approved by the city council July 8, 2002)

CLAIM FOR EXEMPTION FROM TRANSIENT OCCUPANCY TAX

The undersigned claims exemption from paying city transient tax charged for the period from _____ through _____. The undersigned claims this exemption for _____, who is on official business as an employee of the City of Waterloo, Iowa.

NOTE: Operators of hotels should not accept this application unless the person presenting it shows satisfactory identification. A separate application is required for each occupancy period.

I declare under penalty of perjury of the laws of the State of Iowa that the foregoing is true and correct:

Signature of Authorizing Official

Name

Date

CITY OF WATERLOO

Council Communication

Resolution approving a Payment Services Agreement with Tyler Technologies, Inc. and Nvoicepay, Inc., for accounts payable automation, and authorizing the Mayor to execute said document.

City Council Meeting: 12/19/2022

Prepared: 12/9/2022

ATTACHMENTS:

Description	Type
▣ AP Automation Contract/Payment Services Agreement	Backup Material
▣ Quote	Backup Material
▣ AP Automation Analysis	Backup Material

SUBJECT:

Resolution approving a Payment Services Agreement with Tyler Technologies, Inc. and Nvoicepay, Inc., for accounts payable automation, and authorizing the Mayor to execute said document.

Submitted by:

Submitted By: Bridgett Wood, Finance Manager

The City's current method of payment for vendors is by check. With the AP Automation, Tyler Technologies Inc. and Nvoicepay, Inc. will be able to switch vendors to ACH payments or Vendor Card payments. They will manage all the banking and payment information for the vendors and the advertisement to vendors for the different payment selections.

Summary Statement:

The analysis shows they estimate our cost savings to be approximately \$22,529.00 annually in check writing costs and we would also get a Tyler Technologies Rebate of approximately \$41,412.00 annually from the selection of Vendor Card payments to be applied to any other software costs or training time we need from Tyler Technologies.

Payment Services Agreement

This Payment Services Agreement, together with the exhibits attached hereto, constitute the entire agreement (the “**Agreement**”), which is made and entered into by and between the customer named in the signature block below (“**Customer**”), Tyler Technologies, Inc., a Delaware corporation (“**Tyler**”), and Nvoicepay, Inc., an Oregon corporation (“**Nvoicepay**”), a subsidiary of FleetCor Technologies, Inc., on behalf of itself and its affiliate, Comdata Inc. (Customer, Tyler, and Nvoicepay are sometimes collectively referred to herein as the “**parties**” or individually as a “**party**”) and is effective as of the date that Customer accepted this Agreement through either online click, email, or written signature (the “**Effective Date**”). This Agreement supersedes all other agreements, oral or written, with respect to the products and services offered hereunder.

WHEREAS, Tyler and Customer are parties to that certain software license sales agreement dated 12/19/2022 (the “**Master Agreement**”) under which Customer has purchased the right to use certain Tyler software (“**Tyler Software**”);

WHEREAS, through the Tyler Software, Nvoicepay facilitates ACH, check, and other virtual payments to vendors (“**Vendor Payment Services**”) in accordance with the terms set forth in the Nvoicepay Terms of Use attached hereto as Exhibit A and incorporated herein (“**Terms of Use**”). As used in the Terms of Use, “you” means Customer and “your” means Customer’s;

WHEREAS, the use of Vendor Payment Services by Customer may generate certain rewards to ultimately be conveyed by Tyler to Customer in the form of a statement credit in accordance with the terms set forth in Exhibit B (the “**Revenue Share**”); and

WHEREAS, Customer desires that Tyler and Nvoicepay facilitate Vendor Payment Services on the terms and conditions set forth in this Agreement.

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

1. **Terms of Use.** As a condition to Tyler and Nvoicepay enabling Vendor Payment Services functionality, Customer hereby agrees to be bound by and to comply at all times with the Terms of Use. Customer shall provide Nvoicepay, through a Tyler Software interface with Nvoicepay Software, all of Customer’s required information and all of Customer’s required vendor payment information set forth in Section 1 of the Terms of Use. Nvoicepay shall have no liability for relying upon such information provided by Customer and/or Tyler.
2. **Customer Support.** Customer shall direct initial service and support inquiries related to Vendor Payment Services to Tyler to be addressed in accordance with the terms of the Master Agreement. At Tyler’s discretion, Customer inquiries may be passed to Nvoicepay. Tyler will have access to Customer’s instance of Nvoicepay Software in order to support the Customer.
3. **Vendor Payment Services.** Nvoicepay will provide Vendor Payment Services to Customer in accordance with the Terms of Use and Customer agrees that Nvoicepay will be its exclusive provider of such Vendor Payment Services. For the sake of clarity, Customer has no obligation to make direct payments to Tyler under this Agreement in connection with Vendor Payment Services. Tyler will provide Customer with: (a) Revenue Share to Customer in accordance with Exhibit B; and (b) annual reports made available in a form substantially similar to the template attached hereto as Exhibit C (“**Annual Reports**”). Annual Reports, subject to adjustment from time to time in Tyler’s sole discretion, shall be delivered or made available no later than thirty (30) days following the end of each calendar year and shall be delivered in the form and manner determined by Tyler.

4. Term; Termination.

This Agreement will become effective as of the Effective Date and will continue for a period of five (5) years (the “**Initial Term**”), unless terminated earlier by one of the parties in accordance herewith. This Agreement will automatically renew after the Initial Term for successive terms of three (3) years each for as long as the Master Agreement and the Terms of Use are in effect, unless one party gives written notice to the other parties of its intention to terminate this Agreement not less than three (3) months nor more than six (6) months prior to the end of the then current term. Notwithstanding the foregoing provisions of this Section 4, this Agreement shall automatically terminate upon termination of the Terms of Use by Nvoicepay, with prompt notice thereafter to Tyler. This Agreement may be terminated at the option of Tyler or Customer by written notice to the other parties hereto delivered ninety (90) days in advance.

5. Representations by Nvoicepay. Nvoicepay hereby represents and warrants to Customer in accordance with the representations, warranties, and disclaimers provision on the Terms of Use that:

- a. In transmitting or depositing Customers’ funds, and having its third party service providers transmit or deposit funds under this Agreement, Nvoicepay will not breach, nor cause Customer to breach, any federal, state, or local law or regulation requiring public entity funds to be held only in financial institutions that are qualified public depositories;
- b. Nvoicepay will deliver the Vendor Payment Services to Customer vendors within the time periods set forth in the Terms of Use;
- c. Nvoicepay will cause the settlement account to be set up with the processing bank such that the Customer’s funds are separately accounted for at all times in such settlement account;
- d. To the extent available under applicable law, at all times that Customer funds are being held by Nvoicepay’s associated banking institutions on behalf of Customer in connection with the provision of Vendor Payment Services, Customer will be entitled to the full \$250,000 FDIC insurance for such funds;
- e. Nvoicepay shall maintain a data security plan (“**Security Plan**”) which embodies industry standard security to protect Customer and Tyler systems, network devices, and/or the data processed thereon against the risk of penetration by, or exposure to, a third party via any system, method, or feature used by Nvoicepay in providing the Vendor Payment Services. Unless otherwise specified in the Security Plan, such protections shall include, without limitation: (a) protection against client-side intrusions, (b) encryption of confidential information, (c) security of computer systems and network devices, (d) protection against intrusions of operating systems or software. Nvoicepay shall implement and maintain current industry standard anti-virus measures to detect, prevent, and remove computer viruses and/or other contaminants designed to damage, alter, delete, disable, or permit unauthorized access to the databases, systems, equipment, or property to or from Tyler’s systems and equipment, and to prevent the spread of computer viruses between the parties which access or exchange data or software through any network connectivity; and
- f. Nvoicepay shall comply with all applicable privacy laws and regulations. Nvoicepay shall maintain security controls over resources it provides on behalf of Customers, which controls shall protect the confidentiality, privacy, integrity, and availability of Customer information including, without limitation, all information provided by Customer in connection with the Vendor Payment Services. Unless otherwise specified in the Security Plan, such controls shall include, without limitation: (a) requirement of unique identification and authorization of all users, (b) limitation of administrator level control to only authorized persons, (c) implementation of access controls on all data, software, or other file-system objects limiting access only to authorized users, (d) allowing only the data protocols required for the function and management of the solution to be transmitted or utilized, (e) ensuring the integrity of all data stored or processed, and (f) prevention of the loss of data processed or transferred. Nvoicepay shall take all commercially reasonable efforts to monitor all service, equipment, partner integration test environments, and communication links for security breaches, violations, and suspicious activity, and shall provide prompt notice of any breach consistent with applicable state law.

6. Indemnification by Nvoicepay. Nvoicepay shall indemnify, defend, and hold harmless Customer and its

directors, officers, employees, and agents from and against any and all claims, damages, losses, penalties, fines, expenses, costs, and/or liabilities (including attorneys' fees and court costs) that are caused by or result in any way from a breach of any representation made by Nvoicepay in Section 5 in accordance with the indemnification provisions of the Terms of Use.

7. **Warranty Disclaimer.** TYLER MAKES NO WARRANTY OF ANY KIND REGARDING THE VENDOR PAYMENT SERVICES OR ANY SERVICES ASSOCIATED THEREWITH, ALL OF WHICH ARE PROVIDED ON AN "AS IS" BASIS. TYLER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR-FREE, SECURE, OR UNINTERRUPTED. TYLER DOES NOT REPRESENT OR WARRANT THAT CUSTOMER WILL RECEIVE ANY PARTICULAR RESULTS BY USE OF THE VENDOR PAYMENT SERVICES OR THAT THE VENDOR PAYMENT SERVICES WILL BE ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS.
8. **Implied Warranties.** TYLER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.
9. **Assignment and Subcontracting.** This Agreement and all of its provisions shall be binding upon and inure to the benefit of each Party and its successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned by any Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, provided that Nvoicepay shall be allowed to engage third-party subcontractors as set forth in the Terms of Use in order to perform Nvoicepay's obligations under the Terms of Use. Any attempt to assign any rights or delegate any duties or obligations that arise under this Agreement without the required written consent shall be void.
10. **Dispute Resolution.** In the event of a dispute, the aggrieved party agrees to provide each other party with written notice within thirty (30) days of becoming aware of such dispute. Each party agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by any other party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, a party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent any party from seeking necessary injunctive relief during the dispute resolution procedures.
11. **Waivers.** Compliance with this Agreement may be waived only by a written instrument specifically referring to this Agreement and signed by the party waiving compliance. No course of dealing, nor any failure or delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of any right.
12. **Time Periods.** Any action required hereunder to be taken within a certain number of days shall be taken within that number of calendar days; provided, however, that if the last day for taking such action falls on a weekend or a holiday, the period during which such action may be taken shall be automatically extended to the next business day.
13. **Notices.** All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

14. **Entire Agreement.** This Agreement and the agreements and documents referred to in this Agreement or delivered hereunder are the exclusive statement of the agreement among the parties concerning the subject matter. All negotiations are merged into this Agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise, in relation thereto among the parties other than those incorporated herein and to be delivered hereunder. No supplement, modification, or amendment of this Agreement shall be binding unless made in a written instrument which is signed by all parties. Except as otherwise modified or amended herein, each of the Master Agreement and the Terms of Use remain unchanged and in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in every respect.
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with laws in effect in the state of Customer without giving effect to the principles of conflict of laws thereunder.
16. **Force Majeure.** No party shall be held liable or responsible to any other party or be deemed to have breached or defaulted under this Agreement for failure or delay in performing its obligations hereunder or thereunder to the extent, and as long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, which would not have been avoided by the exercise of due care and reasonable prudence, and the observance of reasonable standards, including, without limitation, fire, floods, earthquakes, hurricanes, tornadoes, embargoes, war, acts of terrorism, insurrections, sabotage, riots, civil commotions, strikes, lockouts, global pandemic, or other labor disturbances, acts of God, omissions or delays in acting by any governmental authority, and acts of a government or agency thereof and judicial orders or decrees (each a “**Force Majeure Event**”). In the event of occurrence of the foregoing, each Party must use commercially reasonable efforts to mitigate the adverse consequence of such cause or Force Majeure Event.
17. **Counterparts.** This Agreement may be executed in counterparts, which taken together shall constitute one and the same instrument. The facsimile, email, or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

[Signature Page to Follow]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____
Name: Rob Kennedy-Jensen
Title: Group General Counsel
Date: _____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Legal Department

Nvoicepay, Inc.

By: _____
Name: Mark Penserini
Title: VP – Partner Management
Date: _____

Address for Notices:
Nvoicepay, Inc.
8905 SW Nimbus Avenue, Suite 240
Beaverton, OR 97008
Attention: Legal Department

City of Waterloo, IA
NW ERP

By: _____
Name: Quentin Hart
Title: Mayor
Date: _____

Address for Notices:
City of Waterloo, IA
715 Mulberry St
Waterloo, IA 50703
Attention: Finance

Exhibit A

Nvoicepay Terms of Use

Your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services is governed by this Terms of Use (this "TOU"). In order to make electronic payments using the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must provide information to Nvoicepay and accept the terms and conditions of this TOU. "Nvoicepay Software" means the Nvoicepay software made available to you in connection with the Nvoicepay Vendor Payment Services; and "Nvoicepay Vendor Payment Services" mean the ACH, payment card, cross-border ACH, cross-border wire, and printed check payment services offered by Nvoicepay under this TOU.

1. Information You Provide Nvoicepay; User IDs, Passwords and Vendor list.

- a. You are responsible for keeping all information you provide to Nvoicepay, whether directly or indirectly through Tyler, accurate and up-to-date, including the proper identification of your bank account(s), authorized contacts, e-mail addresses, and mailing address(es). Nvoicepay will have no liability for relying on any information (including, without limitation, any vendor payment information (as defined below)) provided by you or Tyler on your behalf. If the wrong bank account is debited or incorrect vendor is paid in reliance upon information provided by you, Nvoicepay will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services for providing inaccurate or incomplete information.
- b. You shall provide your vendor list ("**your vendor list**") and the name, address (including country), complete banking information, and payment method to be used for each vendor you intend to pay using Nvoicepay software and Nvoicepay Vendor Payment Services ("**vendor payment information**") to Nvoicepay, whether directly or indirectly through Tyler, and identify any individuals or vendors outside the U.S. you intend to pay using Nvoicepay Software and Nvoicepay Vendor Payment Services.

2. Services.

- a. Upon receipt of vendor invoices from you, Nvoicepay will execute upon your payment instructions of such invoices in accordance with this TOU. You acknowledge that Nvoicepay is not a bank or money services business ("**MSB**") as defined under the Bank Secrecy Act's implementing regulations and does not offer banking or MSB services. You acknowledge that Nvoicepay does not guarantee or have control over or liability for: (i) the products, services, or other consideration that you receive from your vendors; (ii) the accuracy of the invoices; and/or (iii) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular vendor. Nvoicepay will electronically debit funds from your bank account as identified to Nvoicepay by you (the "**Customer Transaction Account**") to instruct payment of all invoices received from you. Prior to any such debit, you agree to provide written authorization to your bank expressly authorizing Nvoicepay to debit the Customer Transaction Account for the purpose of rendering the Nvoicepay Vendor Payment Services. All debits from the Customer Transaction Account will be originated in accordance with the rules of the National Automated Clearing House Association (the "**NACHA Rules**") and Article 4A of the Uniform Commercial Code ("**Article 4A**").
- b. For each vendor invoice for which Nvoicepay makes a payment, Nvoicepay will forward remittance information provided by you to the applicable vendor.
- c. You shall be responsible for ensuring invoices are entered into your accounting system and sent to Nvoicepay for payment by individuals authorized to execute payment instructions on your behalf. You are responsible for ensuring the Nvoicepay Software is under your control and for all transactions conducted using the user ID and password you use to access and/or use the Nvoicepay Software and Nvoicepay Vendor Payment Services.
- d. You may make a stop payment request for any invoice Nvoicepay receives from you by contacting Nvoicepay Technical Support at techsupport@nvoicepay.com. If you request a stop payment, Nvoicepay will use reasonable efforts to act on such request, but Nvoicepay will not be liable if such stop payment request is not affected. Nvoicepay will work with you to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Nvoicepay may not have the ability to reverse such payment transaction. If you request to cancel or stop a payment to a vendor outside the U.S., you will bear any, and all currency exchange costs and processing fees associated with the reversal of the payment.
- e. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Nvoicepay Vendor Payment Services due to the actions or inactions of you, your vendors, or Nvoicepay, as applicable. You agree to promptly notify Nvoicepay upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Nvoicepay to correct any payments made that are misdirected, unauthorized, erroneous, or duplicative. When a payment error occurs, Nvoicepay will work expeditiously to resolve such payment error and will keep you informed throughout the resolution process, regardless of whose actions or inactions caused such payment error. You will bear no liability for payment errors caused by the actions or inactions of Nvoicepay.
- f. For payments to vendors inside the U.S.:
 - (1) Upon receipt of your vendor list, Nvoicepay shall review it and flag any duplicates and vendors who are individuals. Nvoicepay will then match the vendors remaining on your vendor list against Nvoicepay's database of vendors who have already signed up to receive payments sent by Nvoicepay on behalf of its customers (the "**Nvoicepay Vendor Database**").

- (2) Nvoicepay shall, in the form agreed by you (e.g., by an email explaining that Nvoicepay is operating as your payment provider), contact any vendor on your vendor list that is not in the Nvoicepay Vendor Database to sign up to receive payments. You acknowledge and agree that each vendor shall notify Nvoicepay of the electronic payment method to be used to make payments of such vendor's invoices ("**vendor payment method**"). In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor inside the U.S., Nvoicepay shall not be liable for any payments made in reliance upon such vendor payment information.
- g. For payments to vendors outside the U.S.:
 - (1) Nvoicepay requires one Business Day to complete a review of all vendor payment information for vendors outside the U.S. before a payment can be made. Nvoicepay will have no liability for currency exchange costs or payment transaction costs for relying on the information you provide.
 - (2) For payments which require a currency translation, you will be able to view the currency exchange rate that will apply to a payment to be made to a vendor outside the U.S. to exchange U.S. Dollars into the applicable payment currency. Once you view the currency exchange rate that will apply to such payment and click on the 'Lock Rate' button, you will have entered into a binding contract to purchase currency. You acknowledge it may not be possible to cancel such purchase. If you cancel a payment for which you have clicked 'Lock Rate', you are responsible for the payment of all bank fees and costs associated with canceling such payment and returning funds, including any trading losses. You acknowledge and agree that Nvoicepay will not make payment of any vendor invoice it receives from you for a vendor outside the U.S. until you have clicked the 'Lock Rate' button for the currency exchange rate to be applied to such payment.
 - (3) In the event that you provide Nvoicepay with the vendor payment information, whether directly or indirectly through Tyler, for any vendor outside the U.S., Nvoicepay shall not be liable for any payments made in reliance of such vendor payment information.
 - (4) Nvoicepay cannot guarantee the same currency exchange rate for all payments made under this TOU.
 - (5) Cambridge Mercantile Corp. (U.S.A.) dba Cambridge Global Payments will be providing money transfer services in connection with electronic payments to vendors outside the U.S. and holds all requisite licenses to provide such services.
- h. Nvoicepay cannot control or be responsible for the time it takes financial institutions and payment service providers to process transactions. If Nvoicepay makes a payment of an invoice on a day that is not a Business Day in the jurisdiction where the vendor is located, the payment date will be processed on the next Business Day.
- i. You agree not to use Nvoicepay Software or Nvoicepay Vendor Payment Services for speculative purposes or any payments relating to: MSBs; virtual currency; materials that incite violence, hatred, or racism or are considered obscene; or any entity that Nvoicepay has notified you has a fraud or chargeback risk or appears on OFAC sanctioned lists or that Nvoicepay deems, in its reasonable discretion, to pose a reputational risk to Nvoicepay.
- j. Nvoicepay may take action to comply with regulations or other applicable laws concerning money movement and may refuse to pay any invoice received from you at its absolute discretion without any liability to you provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

3. Funds Flow

- a. When Nvoicepay receives an invoice from you **not later than 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on the following Business Day ("**Business Day 2**") and credited to a trust account held at and by Silicon Valley Bank for the benefit of Nvoicepay's customers (the "**Trust Transaction Account**"). Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 2, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 2 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 2, ("**Business Day 3**"); and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network. As used in this TOU, "**Business Day**" shall mean any day on which U.S. banks are open for business.
- b. When Nvoicepay receives an invoice from you **after 6:00 p.m. (ET) on Business Day 1**, the funds required to pay such invoice will be debited from the Customer Transaction Account on Business Day 3 and credited to the Trust Transaction Account. Upon confirmation that such funds have been successfully credited to the Trust Transaction Account on Business Day 3, such funds will be promptly debited from the Trust Transaction Account and disbursed on Business Day 3 depending on the applicable payment method as follows: (i) information necessary for electronic print check payments will be sent to our check printer; (ii) the payment card number for a card payment will be sent to the vendor in a secure email; (iii) funds for ACH payments to vendors in the U.S. will be submitted into the banking network for credit to the applicable vendor's transaction account and will appear as credits therein on the Business Day following Business Day 3; and (iv) funds for payments to vendors outside the U.S. will be submitted into the banking network.
- c. If Nvoicepay receives an invoice from you for which the funds required to pay such invoice cannot be debited from the Customer Transaction Account because of insufficient funds blocking such debit, (i) a \$100 NSF fee will be assessed for such invoice; and (ii) Nvoicepay reserves the right to suspend or terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services.

4. Equipment and Software.

To use the Nvoicepay Software and Nvoicepay Vendor Payment Services, you must have your own Internet Service Provider ("ISP") or other means of accessing the Internet, the necessary computer equipment, and a compatible browser. Nvoicepay is not responsible for the actions or inactions of your ISP or other Internet access provider. Nvoicepay is not responsible for any error, failure or malfunction of your computer or your or Tyler's software. Nvoicepay is not responsible for any security breach, compromise, intrusion, misuse and/or failure accomplished via, using, or exploiting your or Tyler's firewall, computer hardware, computer software, or computer network through which you access the Nvoicepay Software and/or Nvoicepay Vendor Payment Services.

5. Nvoicepay Software Ownership, License and Restrictions.

- a. Nvoicepay owns all of the right, title and interest in and to the Nvoicepay Software and Nvoicepay Vendor Payment Services. The Nvoicepay Software and Nvoicepay Vendor Payment Services are protected by copyright, trademark, patent and/or other intellectual property or proprietary rights and laws.
- b. Subject to your acceptance of and continued compliance with all of the terms and conditions of this TOU, Nvoicepay hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Nvoicepay Software solely in the format provided to you by Nvoicepay for the sole purpose of accessing and using the Nvoicepay Vendor Payment Services. Upon the expiration or earlier termination of this TOU, you agree to immediately cease using the Nvoicepay Software.
- c. You agree not to use the Nvoicepay Software or Nvoicepay Vendor Payment Services for commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Nvoicepay and its licensors.
- d. You agree to use the Nvoicepay Software and Nvoicepay Vendor Payment Services in accordance with all applicable laws, rules and regulations. You agree that, if Nvoicepay reasonably suspects that your account with Nvoicepay has been or is being used for any unauthorized, illegal, or criminal purpose, Nvoicepay may share information about you, your account with Nvoicepay, and any of your transactions with law enforcement, provided that Nvoicepay shall attempt to notify you in advance unless prohibited by law or judicial order.

6. Confidentiality and Privacy

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this agreement or as otherwise authorized by this Agreement, and may only disclose such information with the prior written consent of the other party or if required by applicable law. You acknowledge that Nvoicepay may, without prior notice to you disclose information to a government agency or third party empowered by such government agency to comply with (or evidence compliance with) anti-money laundering laws and regulations. Nvoicepay represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither vendor payment information nor vendor payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without limitation, a name, an identification number, location data, an online identifier or one or more factors specific to a natural person's physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Nvoicepay as it is not necessary to complete payment instructions to business entities. In the event that you use the Nvoicepay Software or Nvoicepay Vendor Payment Services to make payments to your employees or vendors residing or located in the European Union, you acknowledge and agree that Nvoicepay is facilitating such payments at your behest and not in connection with the offering of Nvoicepay services to such employees or vendors.

7. Compliance

Nvoicepay shall perform an annual third-party audit in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16) and the International Standards for Assurance Engagements No. 3402 (ISAE 3402) and shall obtain a SSAE 16 (SOC 1) / ISAE 3402 Type II Report. No more than once per year, you may submit one request for a copy of Nvoicepay's final SSAE 16 (SOC 1) / ISAE 3402 Type II Report. If similar third-party audits, standards and/or certifications become available in the future, Nvoicepay may choose to perform such audit and/or certify to such established industry standard selected by Nvoicepay in place of those in the preceding sentences. Nvoicepay does not store or send customer cardholder data and is therefore not subject to Payment Card Industry Data Security Standard (PCI DSS) compliance. Security Commitments are available at <https://www.nvoicepay.com/security-commitment/>

8. Termination

Nvoicepay may terminate your use of Nvoicepay Software and Nvoicepay Vendor Payment Services at any time if: (a) you materially breach this TOU; (b) Nvoicepay is required to do so by law; and/or (c) Nvoicepay elects to discontinue the Nvoicepay Software and Nvoicepay Vendor Payment Services. Nvoicepay or Comdata, Inc. ("Comdata") may immediately terminate this TOU and the associated payment services in the event MasterCard prohibits the payment services, the issuing bank ceases to be a network member, or the issuing bank ceases to be the Comdata card issuer, provided that Nvoicepay and Comdata shall endeavor to provide Customer with advance notice of any such event. Additionally, Nvoicepay may terminate your use of the Nvoicepay Software and Nvoicepay Vendor Payment Services at any time without cause by providing you with 60 days' prior written notice of such termination. Each party's rights and obligations under this TOU that have accrued prior to any termination of this TOU shall survive such termination.

9. Notices

Nvoicepay may provide notices to you by: (a) e-mailing them to the e-mail address of your authorized contact or (b) mailing them via regular post or courier to your physical postal address. You may provide notices to Nvoicepay via email at legal@nvoicepay.com or by courier or regular mail to: Legal Department, 8905 SW Nimbus Avenue Suite 240, Beaverton, OR 97008. Notices sent by e-mail will be deemed received 24 hours after e-mailing unless a party receives notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid.

10. Subcontracting

You agree that Nvoicepay may engage any third-party contractor in order to perform its responsibilities under this TOU, provided that Nvoicepay shall be responsible for such performance.

11. Insurance

Nvoicepay will maintain insurance policies with the following coverage: (a) Client Coverage for Crime including coverage for direct loss of money, securities, of property, resulting from theft or forgery of financial documents, employee dishonesty, computer fraud, funds transfer fraud, and theft or forgery of clients property with a limit of liability of US\$25,000,000 per loss; (b) Network Security, Privacy Liability, and Cyber Coverage including the following arising solely from a failure of Nvoicepay's network security: unauthorized access; transmission of virus or malicious code, theft of Personally Identifiable Information; destruction of data stored on Nvoicepay's computer system; unauthorized release of PII/PHI Data with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. (c) Errors & Omissions Coverage including negligence or errors in the technology product or in the performance of the technology services with a limit of liability of US\$10,000,000 per claim and US\$10,000,000 in the aggregate. Nvoicepay will provide you with a Certificate of Insurance showing Nvoicepay's insurance coverage within thirty (30) days of the date of this TOU. Each year, upon your request, Nvoicepay will provide you an updated Certificate of Insurance.

12. Representations, Warranties, and Disclaimers.

- a. Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of this TOU has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of this TOU does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination or award; (v) its execution, delivery, and performance of this TOU does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate and complete.
- b. You additionally represent and warrant to Nvoicepay that (i) you are a corporate or public entity (and not an individual) registered, operating, and physically located in the U.S.; (ii) you are not considered a shell bank, non-licensed bank, or MSB; and (iii) you will obtain proper authorization to provide Nvoicepay with the information that is owned by and/or relates to any third party prior to providing such information to Nvoicepay. You acknowledge that Nvoicepay may, directly or through third parties, make any inquiries that Nvoicepay considers necessary to validate your identity and/or any information provided by you.
- c. Nvoicepay additionally represents and warrants to you that Nvoicepay will perform the Nvoicepay Vendor Payment Services in accordance with the terms and conditions of this TOU and applicable law. If you notify Nvoicepay of a material failure of Nvoicepay to perform any of its obligations under this TOU, Nvoicepay will use reasonable efforts to cure such failure at its cost and expense.
- D. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS TOU OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES HERETO, TO THE FULLEST EXTENT PERMITTED BY LAW, NVOICEPAY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES. NVOICEPAY DOES NOT MAKE ANY WARRANTY THAT THE NVOICEPAY SOFTWARE OR NVOICEPAY VENDOR PAYMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THIS TOU.

13. Indemnification

- a. To the extent permitted under applicable law, you shall indemnify, defend and hold harmless Nvoicepay, and each of its affiliates, and its and their respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to: (i) any breach by you of this TOU; and/or (ii) any payment initiated and/or made by you using the Nvoicepay Software and Nvoicepay Vendor Payment Services, unless caused by an action or inaction of Nvoicepay not taken at your direction.
- b. Nvoicepay shall indemnify, defend and hold harmless you, and each of your affiliates, and your respective officers, directors, shareholders, employees, agents, contractors, successors and assigns, from and against any and all claims, suits, actions,

proceedings, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses) asserted by any third party relating to any breach by Nvoicepay of this TOU or other written agreement between the parties hereto.

14. Limitation of Liability

EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE NVOICEPAY SOFTWARE AND NVOICEPAY VENDOR PAYMENT SERVICES, OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. EXCEPT WITH RESPECT TO THE CONFIDENTIALITY OBLIGATIONS EXPRESSLY SET FORTH IN THIS TOU AND AMOUNTS SENT BY CUSTOMER TO NVOICEPAY FOR PAYMENT OF VENDOR INVOICES HEREUNDER, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH THIS TOU, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) SHALL EXCEED UNDER ANY CIRCUMSTANCES, THE TOTAL AMOUNT RECEIVED BY NVOICEPAY WITH RESPECT TO PAYMENTS MADE BY NVOICEPAY TO CUSTOMER'S VENDORS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Force Majeure

Each party shall be excused from performance under this TOU for any period to the extent that such party is prevented from performing any obligation, in whole or in part, as a result of: (a) causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third-party nonperformance, or failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (b) such party having a reasonable belief that performing such obligation would violate any applicable law, rule or regulation.

16. Assignment

Neither party may assign, whether voluntarily or involuntarily, by operation of law or otherwise, this TOU or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, any party may assign this TOU as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event, and Nvoicepay may engage subcontractors as set forth in Section 10 above.

17. Government Regulation

IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A CUSTOMER- To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides access to the payment services is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, MasterCard and the issuing bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides access to the payment services, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

18. Miscellaneous

If any provision of this TOU is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions of this TOU. This TOU does not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the parties. Any heading, caption or section title contained in this TOU is inserted only as a matter of convenience and in no way defines or explains any section or provision hereof. This TOU, together with all agreements and privacy policies referred to herein and incorporated herein by reference, is the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements or understandings between the parties relating to such subject matter. Nothing in this TOU, express or implied, is intended to or will confer on any person (other than the parties and their respective successors or permitted assigns) any rights, remedies, obligations or liabilities.

Nvoicepay reserves the right to change this TOU in whole or in part and will use commercially reasonable efforts to provide you with sixty (60) days' prior notice of any change. Your continued use of the Nvoicepay Software and Nvoicepay Vendor Payment Services following Nvoicepay making any revised version of this TOU available will constitute your acceptance of the revised version. Nvoicepay will not amend these TOU with respect to Sections 11, 12, 13, 14, or 18 in a manner that may detriment your rights without your prior written consent.

Exhibit B
Revenue Sharing Schedule

The amount of Revenue Share received by Customer is determined by the total spend of the customer via Vendor Payment Services for each month, net of Customer rebates and the transaction fees set forth herein ("Monthly Spend").

Revenue Share = .25% of Monthly Spend via virtual credit card. Tyler reserves the right to reduce the Revenue Share total by any fees assessed by the credit card processor and not otherwise paid by Tyler. Customer shall be advised of such fees by notation in relevant Monthly Reports.

Transaction Fees = The following fees will be reduced from the Revenue Share

Transaction Type	Per Transaction Cost
Check	\$0.80 + Postage
ACH	\$0.28

Customer acknowledges and agrees that the Revenue Share set forth herein is an introductory number subject to change following the Initial Term. The parties hereto shall act in good faith to negotiate adjusted Revenue Share amounts prior to the conclusion of the Initial Term.

In the event the Customer requires more than two (2) bank accounts to be configured in connection with the Vendor Payment Services, the following additional fees will be applied as a onetime fee.

Bank Account Set-Up fee	Fee
First 2 Bank Accounts	Included
Additional Bank Accounts	\$250 per account for less than 10 accounts \$200 per account for 10-20 accounts \$150 per account for over 20 accounts

Tyler will promptly invoice Customer for onetime fees and Customer agrees to pay such invoices within thirty (30) days after the date of the applicable invoice

Payment Terms

Tyler will provide annual Customer account credit to Customer based on the calculated Revenue Share amounts set forth above (minus Transaction Fees) in the preceding twelve (12) months of Monthly Reports. If Transaction Fees exceed Revenue Share, Tyler reserves the right to issue invoice to Customer for Transaction Fees not covered by Revenue Share. Revenue Share Payments shall be made only as a Customer account credit to be applied at discretion of Customer. Application of Revenue Share credit to Customer account shall occur within sixty (60) days of end of the then-current Term.

Exhibit C
Annual Reports Template



Revenue Share Statement

Tyler's Customer			
Rebate Frequency:	Annual		
Rebate Start Date:	01/01/2020		
Rebate End Date:	12/31/2020		
Product Line:	IVE - Infinite Visions		

	<u>Spend</u>	<u>Count</u>	<u>Rate</u>	<u>Revenue Share</u>
<i>Totals</i>				

	<u>Date</u>	<u>INV #</u>	<u>Product</u>	<u>Amount</u>
<i>Applied to:</i>				

Revenue Share Remaining @ End of Term:

Client Approval:	

Tyler Approval:	

Exhibit D
Tyler Sales Quotation¹

¹ Tyler Software included in the Sales Quotation is subject to the terms and conditions of the Master Agreement.



Quoted By:
 Quote Expiration:
 Quote Name:

Christopher Vargo
 5/28/23
 City of Waterloo, IA - AP
 Automation

Sales Quotation For:

City of Waterloo
 500 Jefferson St
 Waterloo IA 50701-5422

Tyler Fees per Transaction

Description	Unit Price	Discount	Net Unit Price
New World ERP			
Tyler Products			
AP Automation	\$ 0.00	\$ 0.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler Software
 Total SaaS
 Total Tyler Services
 Total Third-Party Hardware, Software, Services
Summary Total
Contract Total

\$ 0
 \$ 0
 \$ 0
 \$ 0
\$ 0
\$ 0

\$ 0
 \$ 0
 \$ 0
 \$ 0
\$ 0

2022-373699-W8X7S9

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.
 - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and material basis. "
 - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where Project Planning Services are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of 2022-373699-W8X7S9

the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

- Expenses associated with onsite services are invoiced as incurred.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Corpay[^]

City of Waterloo,
IA

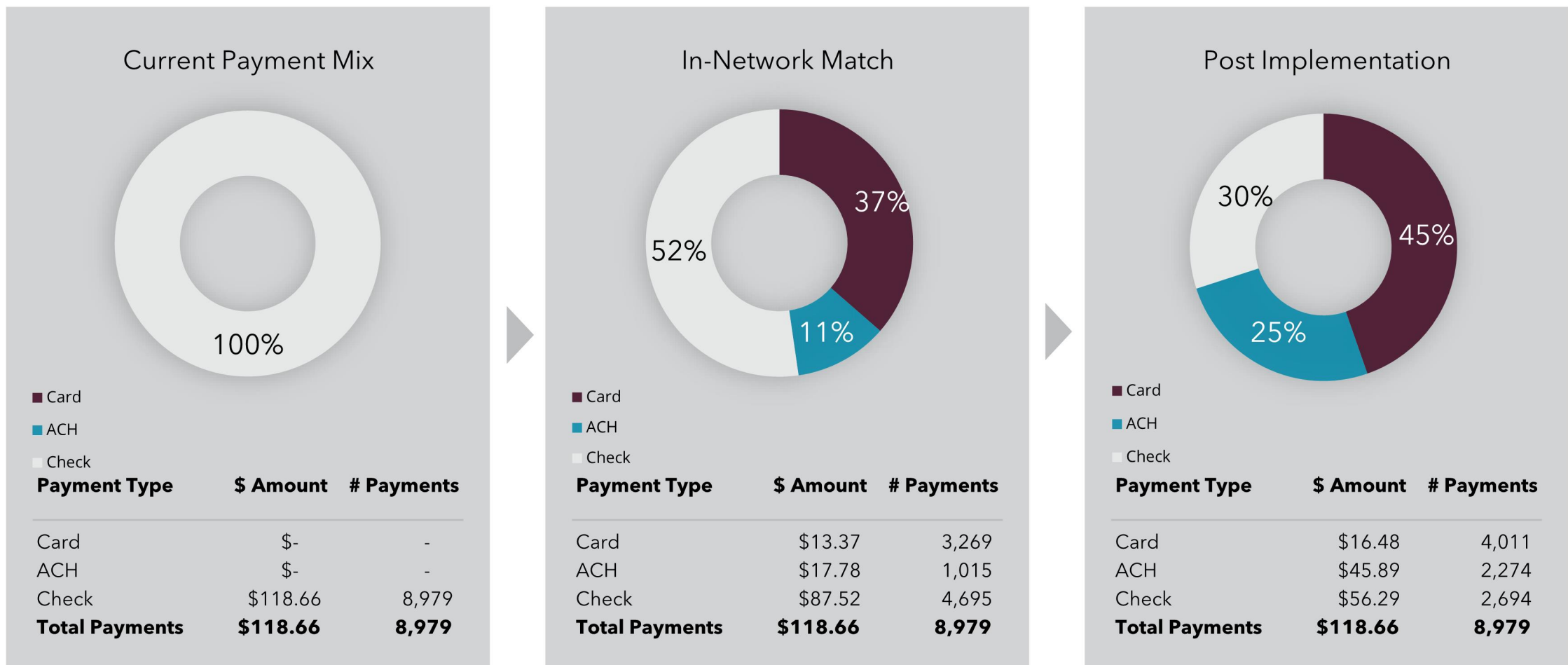
Payment Summary

Corpay[^]

City of Waterloo, IA

12/4/2022

All amounts shown are annual, payment amounts shown in millions, & charts indicate count %



*Excludes International & excluded categories

The estimate shown here is subject to change. Pre-established payment terms and other supplier agreements along with special classes of vendors could cause the estimated card amount to significantly change. Additional payment and supplier information would be necessary to calculate a more reliable estimate.

Financial Impact

Corpay[^]

City of Waterloo, IA

12/5/2022

Current Payments Program

Payments by Corpay

Payment Type	Annual Payments	Mix %	Cost Per Payment	Total Costs	Annual Payments	Mix %	Cost Per Payment	Total Costs
Customer Checks	8,979	100%	\$3.00	\$26,937	0	0%	\$0.00	\$0
Managed ACH	0	0%	\$0.43	\$0	2,274	25%	\$0.28	\$637
VCARD	0	0%	\$0.00	\$0	4,011	45%	\$0.00	\$0
Offsite Checks	0	0%	\$0.00	\$0	2,694	30%	\$1.40	\$3,771
TOTAL	8,979			\$26,937	8,979			\$4,408

Transaction Savings.....	\$	22,529
Process Efficiencies.....	\$	-
Vcard Rebate.....	\$	41,412
Annual Subscription (\$0/month).....	\$	-

Net Rebate & Savings on Optimized Program.....	\$	63,941
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* One-time Implementation Fee: \$0

Additional Benefits



Experience the Corpay Difference

We show up for every customer with options, speed, and our full attention. Only Corpay offers a payment solution backed by dedicated support teams and comprehensive services.



Simplifying Complexity

We mimic your approval processes, rules, and thresholds digitally to provide one payment workflow across multiple locations, banks, and ERPs.



Dynamic Payment Data Management

Use any ERP without storing or updating supplier payment data. Corpay collects, maintains, and securely stores supplier payment data so customers are always up to date.



Elevating Supplier Experience

Strengthen supplier relationships by paying suppliers accurately, on-time, and with the payment method they request.

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Municipal Collections of America, Inc., for debt collection services for the City of Waterloo, and authorizing the Mayor and City Clerk to execute said documents.

City Council Meeting: 12/19/2022

Prepared: 12/7/2022

ATTACHMENTS:

Description	Type
❑ Municipal Collections of America Agreement	Backup Material

SUBJECT:

Resolution approving a Professional Services Agreement with Municipal Collections of America, Inc., for debt collection services for the City of Waterloo, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by:

Submitted By: Pat Treloar, Fire Chief

Recommended Action:

Approve

Summary Statement:

Municipal Collections of America (MCOA) currently works with 16 cities and school districts in Iowa. Their process begins with a traditional collection effort consisting of letters and phone calls to the debtor; followed by the management of the State of Iowa Income-tax offset program for those who refuse to pay voluntarily. Their contact efforts ensure that people are aware of their debt, and will have one final opportunity to set up a manageable payment plan prior to turning on the involuntary State of Iowa offset program. MCOA will provide the City with a list of all offset-eligible people. When an offset occurs, MCOA will generate the required Notice of Offset on behalf of the city and will field any general questions resulting from the notices. MCOA maintains the accuracy of city data on the state program throughout the year.

COLLECTION SERVICES AGREEMENT
MUNICIPAL COLLECTIONS OF AMERICA, INC.

This COLLECTION SERVICES AGREEMENT is hereby made and entered into this ____ day of _____, 2022 by and between Municipal Collections of America, Inc., (MCOA) and the City of Waterloo, Iowa (hereinafter referred to as THE CITY).

WHEREAS, MCOA is a duly licensed collection agency in the State of Iowa; and

WHEREAS, MCOA possesses the personnel, experience, expertise, and equipment to effectively aid THE CITY in collecting fines through an effective collection process; and

WHEREAS, THE CITY may wish to list certain debts with MCOA for collection from time to time and MCOA may wish to accept such claims for collection.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

Any debts and/or fines listed for collection with MCOA will be collected and administered pursuant to all the terms and conditions in this Agreement.

All debts and fines submitted to MCOA for collection shall be submitted using the forms and procedures designated by MCOA and pursuant to this agreement.

Upon request of MCOA, THE CITY, or its Agents, will provide any relevant documentation deemed necessary for use by MCOA in its collection efforts in a timely manner.

MCOA will acknowledge receipt of any debts listed for collection within five days thereof.

MCOA retains the right to reject any debt submitted for collection. MCOA shall provide THE CITY with an explanation for any such rejection.

ARTICLE II

MCOA shall use its best efforts and any lawful means which in its judgment and discretion it believes will result in the collection of the debt/fines which are listed for collections.

ARTICLE III

No fees shall be payable to MCOA unless money is collected, at which time MCOA shall be paid as follows:

If THE CITY adds a 25% Collection Fee to a debt upon delinquency:

Upon payment, MCOA shall receive twenty-five percent (25%) of the balance paid on each debt prior to any additional fee or cost THE CITY may add to the balance at delinquency. In the event that THE CITY has added a 25% collection fee to the debt prior to listing it with MCOA, MCOA's fee shall be calculated on the balance paid net of the collection fee.

If THE CITY does NOT add a 25% Collection Fee to a debt upon delinquency:

Any debts that are not eligible for adding on the cost of collection by THE CITY will be recovered with MCOA receiving 25% of the proceeds. Any payments received from the Iowa Department of Administrative Services (DAS) Tax Offset Program shall be charged a reduced commission of 10% paid to MCOA.

ARTICLE IV

Upon THE CITY'S listing of a debt for collection, MCOA shall have the exclusive right to collect the amounts owed thereunder until such time as it determines the debt is uncollectable or THE CITY requests return of the debt to THE CITY. Any inquiries concerning any debt listed for collections, including attempts to make payment, shall be referred at the earliest possible time to MCOA.

MCOA will deposit any money collected in THE CITY'S separate bank trust account established for that purpose.

After deduction of the fees allowable by this Agreement, MCOA will forward to THE CITY THE CITY'S share of any amounts collected. Remittance to THE CITY will be made by the 5th of the month for any amounts collected by the last day of the preceding month.

In the event that any funds are paid to THE CITY for debts which have been listed for collection, THE CITY will report such collections to MCOA daily for accounting pursuant to this agreement.

ARTICLE V

THE CITY hereby authorizes MCOA to accept a negotiated settlement on any debt listed for collection; provided, however, that unless otherwise authorized by THE CITY, any such settlement shall be no less than 100% of the available balance.

Should THE CITY make any settlement or otherwise takes any action in derogation of MCOA's exclusive right to collect on any debt listed for collection, then MCOA shall be entitled to payment in full, as delineated in Article III hereof, based on the full amount of the violation, as listed. Any such payments which may become due may be deducted from the CITY'S next monthly payment from MCOA.

ARTICLE VI

MCOA shall indemnify and hold THE CITY harmless from and against any and all suits, causes of action, claims for damages, and any and all other liability of whatsoever nature, including but not limited to any and all costs and expenses, excluding attorneys' fees arising out of or in connection with any claims or suits for loss or damages arising solely out of the acts of the agents, servants or employees of MCOA during the term of this Agreement. MCOA shall defend and indemnify THE CITY from any claim or action arising out of MCOA'S performance or non-performance of its obligations under this agreement, including but not limited to any debt of the Fair Debt Collection Practices Act (15 U.S.C. 1601, et seq.), any law dealing with the credit rating of any individual, and other applicable laws arising out of the acts or omissions of MCOA or its agents or employees. Conversely, THE CITY shall indemnify and hold harmless MCOA from and against any and all liability, costs and expenses, excluding attorneys' fees arising solely out of or in connection with any claims or suits for loss or damages arising out of acts of THE CITY or its employees.

Further, THE CITY warrants and represents to MCOA that any debt listed for collection will be a legal and valid debt owed to THE CITY; and in addition to the indemnities listed above, THE CITY agrees to indemnify and hold MCOA harmless against any and all liability, costs, and expenses, excluding attorneys' fees occasioned by claims or suits under the Federal "Fair Debt Collection Practices Act", due to the breach of these warranties and representations.

ARTICLE VII

This Agreement is for a period of 12-months from the date first above written, however, it shall continue under the same terms and conditions for additional one-year periods until termination by either party, by notice given in writing to the other party, at least sixty days prior to termination.

In the event of termination of the Agreement by either party, THE CITY shall have the option of requesting that MCOA continues to process any active payment plans under the same terms and conditions of this Agreement until completion.

ARTICLE VIII

At least once per year, MCOA will return to THE CITY such debts which MCOA determines, in its sole judgment and discretion, to be uncollectible.

ARTICLE IX

Any notice to be given pursuant to this Agreement shall be deemed as served when placed in the United States Mail, with postage prepaid, sent by certified mail, return receipt requested; to the address designated, in writing, by either party. Until such time as a different address is designated notices shall be sent as follows:

If to MCOA,

Municipal Collections of America, Inc.
3348 Ridge Road
Lansing, Illinois 60438

If to THE CITY,

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

ARTICLE X

This agreement contains the entire agreement between the parties hereto and supersedes any prior agreements or understandings between the parties, except to the extent specifically provided for herein. This agreement may only be altered, amended or modified by written instrument signed by both parties hereto.

The terms of this shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.

This agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto except to the extent specifically provided for herein.

Notwithstanding any other provision of this agreement, it is expressly agreed and understood that, in connection with the performance of this agreement, MCOA shall comply with all applicable federal, state, city and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, MCOA hereby certifies, represents and warrants to THE CITY that all MCOA'S employees and/or agents who will be providing products and/or services with respect to this agreement shall be legally authorized to work in the United States. MCOA shall also, at its expense, secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this agreement.

ARTICLE XI

This agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same agreement. For the purposes of executing this agreement, any signed copy of this agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or e-mailed copy of this agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this agreement shall be re-executed by the parties in an original form. No party to this agreement

shall raise the use of fax machine or e-mail as a defense to this agreement and shall forever waive such defense

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement of the date first above written.

Municipal Collections of America, Inc.

By: Jeffrey Wood

Date: 11/29/2022

Name: Jeffrey Wood

THE CITY

By: _____

Date: _____

Name: _____

CITY OF WATERLOO

Council Communication

Resolution directing filling Ward 4 City Council vacancy by appointment.

City Council Meeting: 12/19/2022

Prepared: 12/12/2022

ATTACHMENTS:

Description	Type
☐ Resolution as proposed	Backup Material
☐ Application	Backup Material

SUBJECT: Resolution directing filling Ward 4 City Council vacancy by appointment.

Submitted by: Submitted By: Kelley Felchle, City Clerk

Prepared by Kelley Felchle, City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2022-XXX

RESOLUTION DIRECTING FILLING WARD 4 CITY
COUNCIL VACANCY BY APPOINTMENT.

WHEREAS, Jerome Amos, Jr. was elected to the office of City Council Ward 4 for a term expiring on December 31, 2023, and

WHEREAS, on November 18, 2022, Jerome Amos, Jr. submitted written notice of his resignation effective January 4, 2023, and

WHEREAS, the City Council has considered the alternatives to fill the position available under Iowa Code Section 372.13(2) and has elected to fill the remaining unexpired term of said elective office by appointment, and

WHEREAS, this resolution shall set forth the process which shall fill the vacancy by appointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the City Clerk shall give notice to the County Auditor in writing of the intent to fill the office by appointment, publish notice of filling the vacancy by appointment pursuant to Iowa Code Section 362.3, and that the appointment process shall be as follows:

Section 1. Individuals seeking the position shall complete an application, which generally includes contact information, employment information, a questionnaire, and requires the applicant submit a resume and collect twenty-four (24) signatures of residents of Ward 4 to support the application. Applications shall be due to the Office of the City Clerk no later than 5:00 p.m. on January 3. The City Clerk shall reject any application received after the deadline.

Section 2. The City Clerk shall make available a form for residents of Ward 4 to submit applicant interview questions. City Council members shall submit interview questions to the City Clerk. The City Clerk shall work with the Mayor to compile a list of ten (10) to twenty (20) interview questions based on submissions from Ward 4 residents and City Council.

Section 3. City Council shall meet in Special Session on January 9, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to interview applicants. Interviews shall be aired live on the Waterloo Cable Access Channel and YouTube. The public is encourage to attend the meeting but the City Council shall not allow public comment during the interviews. Each applicant shall be asked the same interview questions. Applicants waiting to be interviewed shall wait in the First Floor Conference Room, City Hall, until summoned for their interview.

Section 4. If additional time is needed for interviews, the City Council shall meet in Special Session on January 11, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to interview candidates. The interviews shall follow the same process listed in Section 3.

Section 5. City Council shall meet in Special Session on January 12, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to nominate a candidate. The nomination process shall be as follows:

- a. The agenda shall list a motion that reads, "Motion to nominate _____ to fill the Ward 4 vacancy".

- b. A Council member shall make the motion and include the name of one of the applicants in the motion.
- c. Any motion that fails to receive a second shall die. The applicant's name shall not be put forth in a motion again unless all applicants on the list fail to receive a second. If a motion fails due to a lack of a second, a Council member shall then move to nominate a different applicant from the list.
- d. If the motion receives a second it shall be put to a vote immediately without debate.
- e. The vote shall pass if it receives five (5) affirmative votes in favor of the motion.
- f. The meeting shall adjourn following an affirmative vote.

Section 6. The City Council shall meet in Regular Session on January 17, 2023 at 5:30 p.m. in the Harold E. Getty Council Chambers to swear in the nominated applicant as the Ward 4 City Council member.

PASSED AND ADOPTED this 19th day of December 2022.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

SEAL





WATERLOO CITY COUNCIL VACANCY APPLICATION

Instructions: Complete the application below. Include additional sheets of paper if necessary. Deadline to apply is no later than 5:00 p.m. on Tuesday, January 3, 2023. Any application received after the deadline will be rejected. In addition to the application, include a resume and collect signatures of 24 eligible voters that reside in Ward 4 to support your application.

Submission: Send completed applications to the Office of the City Clerk, First Floor of City Hall, 715 Mulberry Street, Waterloo, IA 50703 or email applications to clerk@waterloo-ia.org. Any application received after the deadline will be automatically rejected.

Name: _____ Date: _____

Address: _____

Phone: _____ Email: _____

Current Employer: _____

There are several statutory requirements to be a member of the Waterloo City Council. Please check all boxes applicable to you:

☐ U.S. Citizen ☐ Reside within Ward 4 ☐ 18 years of age or older

☐ Eligible to vote

1. Why do you want to represent Ward 4 on the Waterloo City Council?

2. What are your goals and priorities for Ward 4?

3. From your conversations with residents of Ward 4, what do you believe are the top three challenges facing Waterloo?

4. What does equity mean to you?

5. List current membership in community organizations and leadership positions held.

6. Briefly explain the experiences or qualifications that you would bring to the Waterloo City Council.

7. Briefly explain your understanding of the role of a Waterloo City Council member.

8. Potential conflicts of interests:

The general rule is that no persons who exercise or have exercised any functions or responsibilities with respect to federally funded activities, or who are in a position to participate in the decision-

making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a federally–assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a federally-assisted activity, or with respect to the proceeds of the federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

[Section 362.5 of the Code of Iowa](#) generally prohibits, with certain important exceptions, a member of City Council from having an interest in a City contract.

Please identify any potential conflicts between membership on City Council and your personal interests, including financial interests and your duties to an employer. List all businesses in which you or your spouse/domestic partner has an ownership interest (for example, sole proprietor, partner, 5% or more of corporation’s stockholdings). Please contact the City Attorney at 319-291-4327 to discuss questions or concerns regarding a potential conflict of interest.

9. Enclose current resume.

10. Collect signatures of 24 eligible voters that reside in Ward 4 to support your application. Applicants are required to use the form provided on page 4 of this application.

11. Submission: If there are a large number of applicants, the Waterloo City Council may select a smaller number of finalists. By submitting this application, and if selected as a finalist, you are committing to attend a special session at 5:30 p.m. on Monday, January 9, 2023 for a public interview.

Signature

WATERLOO CITY COUNCIL VACANCY APPLICATION APPOINTMENT NOMINATION SIGNATURES

Applicant Information

Name: _____ Address: _____

Office Sought: _____ Ward: _____

Application Support Signatures

We, the undersigned eligible electors of the appropriate city and ward, in the district established by law, and the State of Iowa, hereby support the applicant listed on this form. If the applicant named above accepts the appointment, we believe the candidate is or will be a resident of the appropriate district established by law as required by law. We further acknowledge this applicant is seeking to fill a vacancy on the Waterloo City Council.

SIGN YOUR NAME	HOUSE NUMBER AND STREET	CITY	DATE
1.			
2.			
3.			
4.			
5.			
6.			
7.			
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24.			

CITY OF WATERLOO

Council Communication

Resolution approving Amendment No. 7 to Development Agreement with Central Property Holdings, LLC to include a grant for extra fill activities in the amount of \$136,983.05, extension of the timeline to finish to October 31, 2023, and authorize the Mayor and City Clerk to sign and execute all necessary documents.

City Council Meeting: 12/19/2022

Prepared: 12/15/2022

ATTACHMENTS:

Description	Type
□ Amendment No 7	Backup Material

SUBJECT:

Resolution approving Amendment No. 7 to Development Agreement with Central Property Holdings, LLC to include a grant for extra fill activities in the amount of \$136,983.05, extension of the timeline to finish to October 31, 2023, and authorize the Mayor and City Clerk to sign and execute all necessary documents.

Submitted by:

Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action:

Approve resolution

Summary Statement:

The City of Waterloo has been made aware of the need for a slight extension to the timeline of completion. With active construction, we remain excited for the project.

We have also been made aware of past foundations left on the site from prior development. The City has helped development projects with extra fill, dirt, and foundation costs for projects including SDJ Construction, Ferguson Enterprises, and ConTrol.

Neighborhood Impact:

The project will have a positive impact on the neighborhood, defined as a food desert, by providing grocery food options.

Data/Analysis and Strategies: NA

Implementation, Accountability, and Communication: The project has had multiple hearings

Community Engagement Methods:

The project has had multiple hearings

Expenditure Required/Source of \$136,983.05 TIF funds
Funds:

Alternative:

Not approve

Legal Descriptions:

Lot 3, Waterloo Rx First and Franklin Subdivision, City of Waterloo.

Preparer

Information:

Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704

(319) 234.5701

Name

Address

City

Phone

SPACE ABOVE THIS LINE
FOR RECORDER

AMENDMENT NO. 7 TO DEVELOPMENT AGREEMENT

This Amendment No. 7 to Development Agreement (the "Amendment") is entered into as of _____, by and between Central Property Holdings, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. Company and City are parties to that certain Development Agreement dated August 7, 2017, as later amended (collectively, the "DA"), concerning the development of land (the "Property") described on Exhibit "A" to the DA. The DA as amended has been filed in the land records of Black Hawk County, Iowa, as Doc. No. 2018-7765, Doc. No. 2019-2747, Doc. No. 2019-13537, Doc. No. 2019-13538, Doc. No. 2021-12976, Doc. No. 2022-13516 and Doc. No. 2023-_____.
- B. The parties desire to amend the DA to modify the terms thereof as set forth in this Amendment.

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

- 1. Section 3 is amended to state that the Project Completion Date is October 31st, 2023.
- 2. In addition to other incentives provided for in the DA, City agrees to make to Company an additional development grant of up to \$136,983.05, payable within 30 days after Company provides to City reasonable documentation showing costs and expenses actually incurred by Company to remove subsurface obstructions and debris unexpectedly found on the site during construction. The contingent repayment provisions stated in Section 4 of the DA shall apply to the additional grant.

parcel no. 8913-24-305-008, legally described as set forth in Amendment Exhibit A attached hereto (the "Development Lot"). "Closing" shall occur at the earliest practicable date within sixty (60) days after approval of this Amendment by the Waterloo City Council, but in any event after the approval of title to the Development Lot by City and satisfaction or waiver of contingencies, if any. At Closing, Company shall convey fee simple title of the Development Lot to City by special warranty claim deed, free and clear of all encumbrances arising by or through Company except: (a) easements, servitudes, conditions and restrictions of record; and (b) general utility and right-of-way easements serving the Development Lot. City may, at its own expense, prepare an updated abstract of title. If title is unmarketable or subject to matters not acceptable to City, Company shall remedy or remove such objectionable matters in timely fashion following written notice of such objections from City. Company shall provide any title documents it has in its possession, including any abstracts, to assist in title review. Conveyance of the Development Lot shall be made in an "AS-IS" condition.

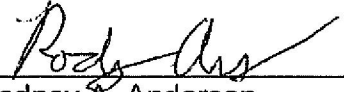
4. Except as modified herein, the DA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA. The DA and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 7 to Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

CENTRAL PROPERTY HOLDINGS,
LLC

By:  _____
Rodney A. Anderson
Managing Member

Attest: _____
Kelley Felchle, City Clerk

AMENDMENT EXHIBIT A

Legal Description of Development Lot

Lot 3, Waterloo Rx First & Franklin Subdivision, City of Waterloo, Iowa.

CITY OF WATERLOO

Council Communication

Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan.

City Council Meeting: 12/19/2022

Prepared: 11/22/2022

ATTACHMENTS:

Description	Type
❑ Rath TIF Amendment 3 2022	Backup Material
❑ Rath Urban Renewal Amendment 3 Aerial	Backup Material

SUBJECT:

Motion to receive, file, consider and pass for the second time an ordinance providing that the general property taxes levied and collected each year on all property located within the newly described Rath Urban Renewal and Redevelopment Plan Area, in the City of Waterloo, County of Black Hawk, State of Iowa, by and for the benefit of the State of Iowa, City of Waterloo, County of Black Hawk, Waterloo Community School District, and other taxing districts, be paid to a special fund for payment of principal and interest on loans, monies, advanced to and indebtedness, including bonds issued or to be issued, incurred by said City in connection with said Urban Renewal Project.

Motion to suspend the rules.

Motion to consider and pass for the third time and adopt the ordinance.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Staff is proposing an expansion of the Rath Urban Renewal and Redevelopment Plan and TIF District. The expansion presents a proposal for the improvement and location of commercial and industrial development and provides for public improvements in order to increase the tax base and employment opportunities in the Rath area. The expanded area includes areas along Dubuque Road between Colorado Street and N Evans Road, as well as a parcel along Lafayette Street. The current taxable values of these areas would be part of the "base" that continues to go to all taxing entities, and only new increment value from any future taxable improvements would be collected as increment by the TIF district. The amendment also includes updates to urban renewal projects and project budgets, and to updated related financial summaries of bonding capacity. Amendments to a TIF Plan require a consultation with taxing entities, which was held on November 18th.

The Planning, Programming and Zoning Commission unanimously recommended approval of the proposed amendment at their regular meeting on October 11, 2022.

Data/Analysis and Strategies: Economic Development, Strategic Plan Policies 1, 3 and 4.

Expenditure Required/Source of None
Funds:

Attachment B

RATH URBAN RENEWAL AND REDEVELOPMENT PLAN AREA LEGAL DESCRIPTIONS

Original area (1990) (Original Subarea)

Beginning at the point of intersection of the centerline of East Eleventh Street and the Northerly bank of the Cedar River, thence Northeasterly along the centerline of East Eleventh Street to its intersection with the centerline of Franklin Street, thence Southeasterly and Easterly along the centerline of Franklin Street to its intersection with the centerline of Vinton Street, thence Southerly along the centerline of Vinton Street to its intersection with the centerline of Sycamore Street, thence Southeasterly along the centerline of Sycamore Street to its intersection with the centerline of Dunham Place, thence Southerly along the centerline of Dunham Place and an extension of the centerline of Dunham Place to its intersection with the Cedar River, thence Northwesterly along the Northerly bank of the Cedar River to the point of beginning.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea)

Beginning at the intersection of the centerline of Nevada Street and Lafayette Street, thence Southeasterly along the centerline of Lafayette Street to the centerline of Glendale Street, thence South along the centerline of Glendale Street and an extension thereof, to the point where said extension would intersect the extension Easterly of the centerline of Hawthorne Avenue, thence West along the extension of the centerline of Hawthorne Avenue and the centerline of Hawthorne Avenue to the centerline of northbound Washington Street, thence Northwesterly along the centerline of northbound Washington Street to the centerline of West 12th Street, thence Northeasterly along the centerline of West 12th Street and its extension Northeasterly to the Southerly line of the Cedar River, thence Northwesterly along the Cedar River to centerline of West 11th Street, thence Northeasterly across Cedar River along the centerline of 11th Street bridge and continuing Northeasterly along the centerline of East 11th Street to the centerline of Sycamore Street, thence Northwesterly along the centerline of Sycamore Street to the centerline of East 7th Street, thence Northeasterly along the centerline of East 7th Street to the centerline of Franklin Street, thence Northwesterly along the centerline of Franklin Street to the centerline of Westbound Martin Luther King Jr. Drive, thence Northeasterly following said Westbound centerline to the centerline of South Barclay Street, thence South along the centerline of

South Barclay Street to the centerline of Martin Luther King Jr. Drive, thence Northeasterly along the centerline of Martin Luther King Jr. Drive to the centerline of Linden Avenue, thence South along the centerline of Linden Avenue to the centerline of the Canadian National Illinois Central Railroad, thence following said railroad centerline to the centerline of Nevada Street, thence South along the centerline of Nevada Street to the point of beginning.

Amendment No. 2 area (2009) (Amendment No. 2 Subarea)

That part of Sections 29, 30, 31 and 32 in Township 89 North, Range 12 West of the 5th Principal Meridian in the City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the intersection of the centerline of Lafayette Street and the centerline of Glendale Street; thence South along the centerline of Glendale Street to its intersection with the centerline of the existing spur line of the Canadian National Railroad, said point also being the Point of Beginning; thence continuing South along the platted, now vacated centerline of Glendale Street to the point of intersection with the Northeasterly line of the Cedar River; thence Southeasterly following the Northeasterly line of the Cedar River to its intersection with the East line of the City of Waterloo Corporate Limits (as now established in Section 32, Township 89 North, Range 12 West); thence North following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly following the Southerly line of Dubuque Road to its intersection with the East line of Block 8 of Blowers Addition; thence South along the East line of said Block 8 to the most Southerly corner of Lot 19 Block 8 said addition; thence South to the most Northeasterly corner of Lot 9 Block 17 Blowers Addition; thence South along the East line of said Block 17, and an extension thereof to the Southerly line of Lafayette Street; thence Northwesterly along the Southerly line of Lafayette Street to the Southeasterly line of Block 2 Kahler's Addition; thence Southwesterly along the Southeasterly line of Block 2 Kahler's Addition to the centerline of the existing spur line of the Canadian National Railroad; thence Northwesterly along said railroad line to the Point of Beginning.

Legal Descriptions:

Amendment No. 3 area (2022) (Amendment No. 3 Subarea)

Beginning at the intersection of the East line of Block 8 of Blowers Addition and the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the West line of said Block 8; thence Northwesterly to the Northeast corner of Lot 30 of Block 9 of Blowers Addition; thence West along the North line of said Block 9 to the Northwest corner of Lot 1 of said Block 9; thence Northwest to the Southeast corner of Lot 16 of Block 5 of Blowers Addition; thence North along the East line of said Block 5 to a point on the East line of Lot 18 of said Block 5 that is 20 feet South of the Northeast corner of said Lot 18; thence Northwesterly to a point on the North line of said Lot 18 that is 10 feet West of the Northeast corner of said Lot 18; thence Northwesterly to the Northwesterly corner of the parcel described by Warranty Deed to the City

of Waterloo recorded in Book 570 of City Lot Deeds, Page 92; thence Northwest to a point on the West line of Lot 21 of said Block 5 that is 6.1 feet South of the Northwest corner of said Lot 21; thence Northwest to the Southeast corner of Lot 7 of said Block 5, also being a point along the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the centerline of Colorado Street; thence North along the centerline of Colorado Street to the centerline of French Street; thence East along the centerline of French Street to the centerline of Arizona Street; thence South along the centerline of Arizona Street to the centerline of Archer Avenue; thence West along the centerline of Archer Avenue to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to its intersection with the Northerly line of Sunshine Subdivision; thence East along said Northerly line of Sunshine Subdivision to the Northeast corner of Sunshine Subdivision, said point also being on the Westerly right-of-way line of the former Chicago Central and Pacific Railroad; thence North along said former Westerly right-of-way line to a point that is 90.7 feet South of the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, T89N, R12W; thence Northeasterly to a point on the Easterly line of said former Railroad right-of-way that is 48.72 feet South of the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 30; thence North along the Easterly line of said former Railroad right-of-way to a line that is 33 feet South of and parallel with said North quarter-quarter line; thence East along said parallel line to the East line said Section 30; thence South along said East line to the centerline of Ann Street; thence East along the centerline of Ann Street to the centerline of Creston Avenue; thence South along the centerline of Creston Avenue to the centerline of Fulton Street; thence East along the centerline of Fulton Street to its intersection with a Northerly extension of the East line of Lot 4 of Block 8 of Auditor Rainbows Plat of Maywood Second Filing; thence South along said Northerly extension and the East line of said Lot 4 and a Southerly extension of the East line of said Lot 4 to the Northeast corner of Lot 21 of said Block 8; thence West to the Northwest corner of said Lot 21; thence South along the West line of said Lot 21 and a Southerly extension of the West line of said Lot 21 to the Southerly line of Wyandotte Street; thence Westerly along the Southerly line of Wyandotte Street to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to the North line of Section 32, T89N, R12W; thence East along the North line of said Section 32 to the centerline of North Evans Road; thence South along the centerline of North Evans Road to its intersection with an Easterly line of the City of Waterloo Corporate Limits (as now established in Section 32, T89N, R12W); thence Northwesterly and Southerly following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly along the Southerly line of Dubuque Road to the Point of Beginning.

And also, that part of Lot 19 of Auditor's consolidated Plat lying Northeasterly of the centerline of the spur line of the Canadian National Railroad, except the Northwest 68 feet of the Northeast 180 feet of said Lot 19, and except the Southeast 60 feet of the Northeast 180 feet of said Lot 19.

**AMENDMENT TO
RATH URBAN RENEWAL AND REDEVELOPMENT PLAN**

RECITALS

- A. On November 19, 1990, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 3749 and Resolution No. 1990-644, determining that certain areas (the "Original Area") located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Rath Urban Renewal and Redevelopment Plan of the City of Waterloo, Iowa (the "Plan").
- B. On June 14, 2004, the City Council adopted Ordinance 4697 and Resolution No. 2004-372, to amend the Plan by extending the property included therein (the "Amendment No. 1 Area"), and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes.
- C. On July 6, 2009, the City Council adopted Ordinance 4949 and Resolution No. 2009-633, to amend the Plan by extending the property included therein (the "Amendment No. 2 Area"), and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes.
- D. The City desires to amend the Plan again to enlarge the area included therein (the "Amendment No. 3 Area") and to include new urban renewal projects and to update related information in the Plan.

AMENDMENT

NOW THEREFORE, the Rath Urban Renewal and Redevelopment Plan, as previously amended, is hereby further amended as follows:

- 1. Attachments A, B, C, and D to the Plan are hereby stricken in their entirety, and the new Attachments A, B, C and D which are attached hereto are substituted in their place so that the Plan shows current map (Attachment A), legal description (Attachment B), information about bonding capacity (Attachment C) and project budgets (Attachment D).
- 2. The attachments listed below, each of which is attached hereto, are included in this amendment to show compliance with procedural requirements under state law for adoption

of this amendment, but do not replace or supersede similar attachments to the original Plan or any amendment thereto adopted prior to this amendment:

Attachment G (Planning, Programming & Zoning Commission recommendation)
Attachment H (notice of consultation)
Attachment J (resolution adopting this amendment)
Attachment K (ordinance adopting amended TIF district)
Attachment L (notice of public hearing)

3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

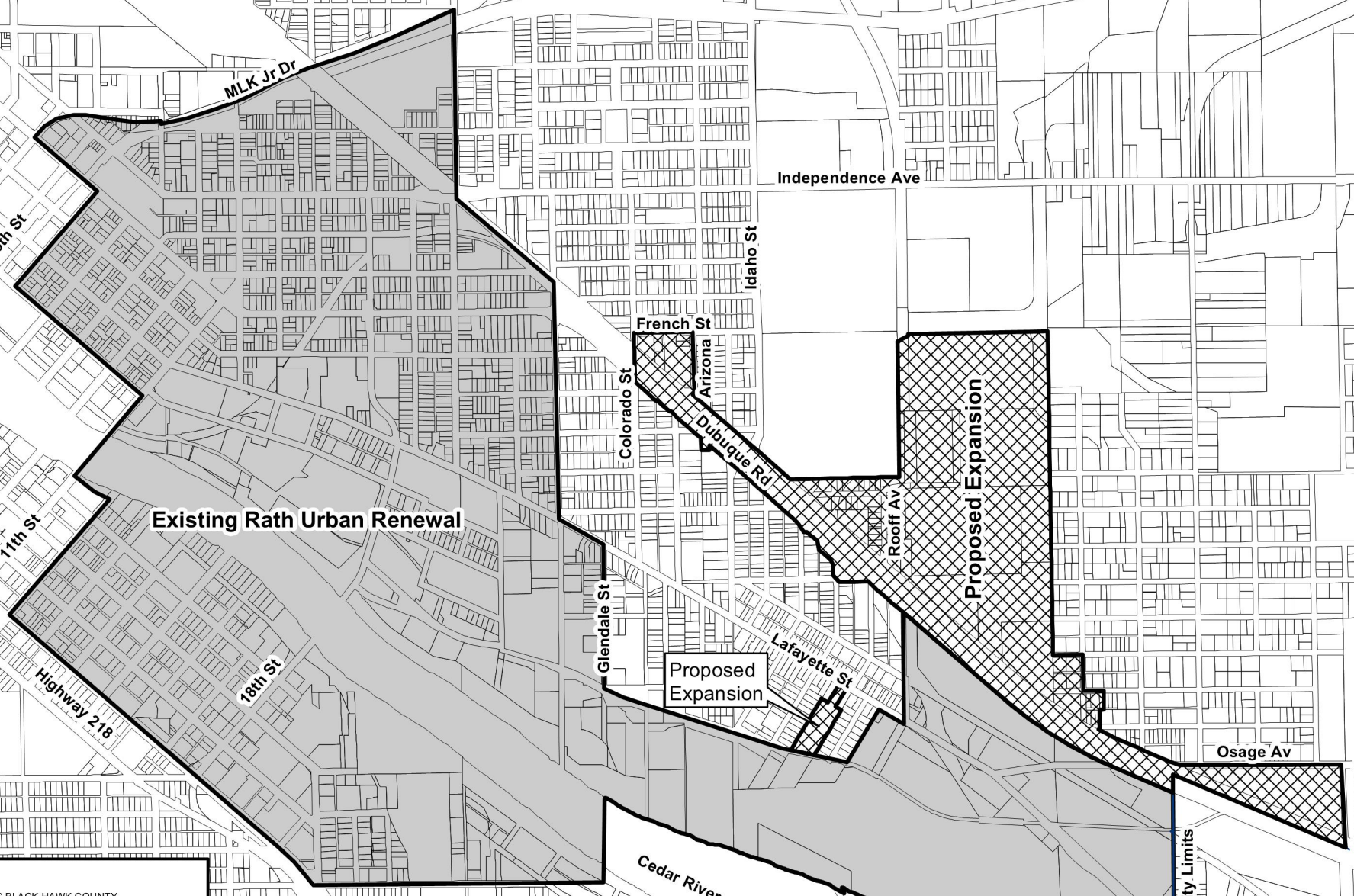
PASSED AND APPROVED this _____ day of _____, 2022.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map

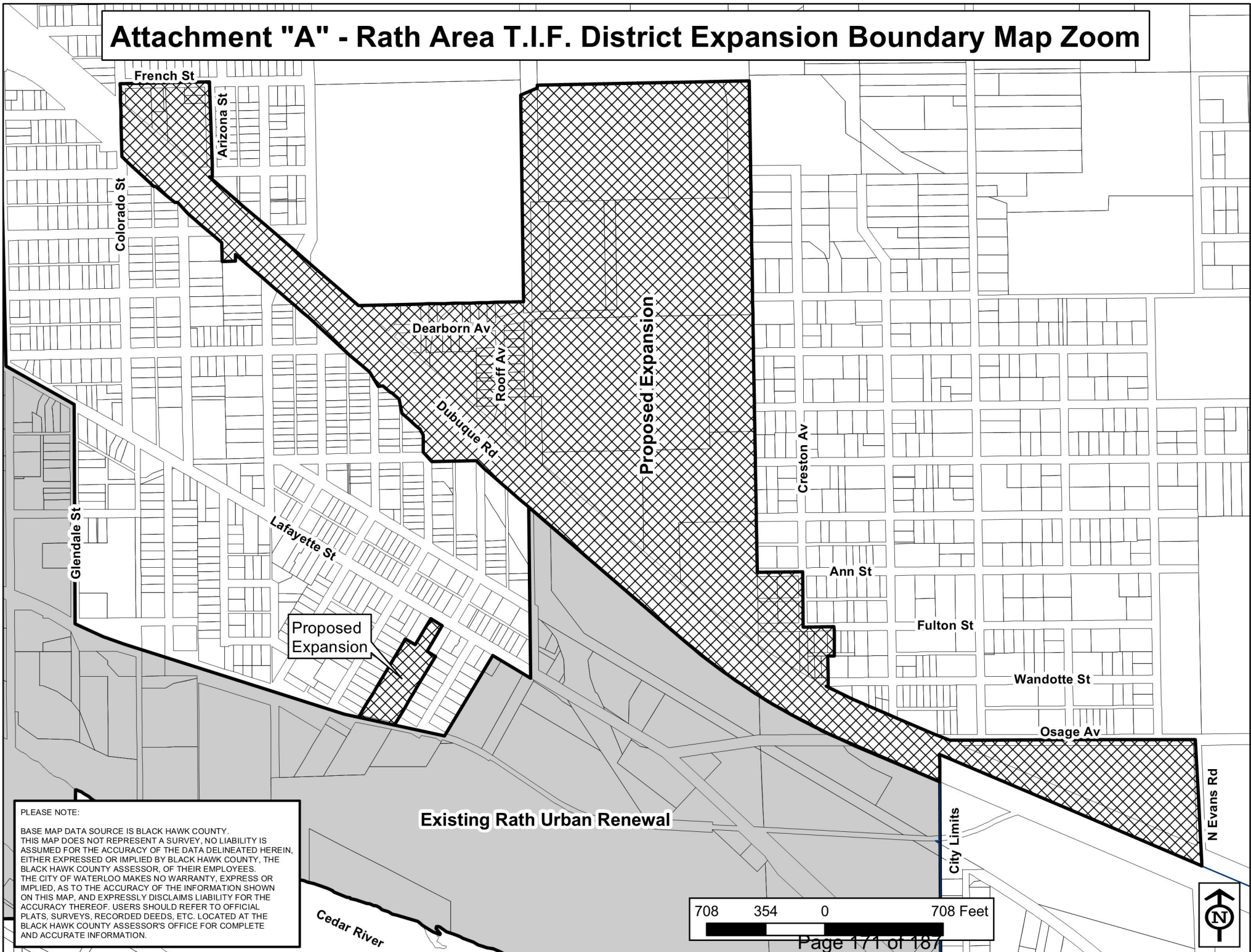


PLEASE NOTE:

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.

1,750 875 0 1,750 Feet

Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map Zoom



Attachment B

RATH URBAN RENEWAL AND REDEVELOPMENT PLAN AREA LEGAL DESCRIPTIONS

Original area (1990) (Original Subarea)

Beginning at the point of intersection of the centerline of East Eleventh Street and the Northerly bank of the Cedar River, thence Northeasterly along the centerline of East Eleventh Street to its intersection with the centerline of Franklin Street, thence Southeasterly and Easterly along the centerline of Franklin Street to its intersection with the centerline of Vinton Street, thence Southerly along the centerline of Vinton Street to its intersection with the centerline of Sycamore Street, thence Southeasterly along the centerline of Sycamore Street to its intersection with the centerline of Dunham Place, thence Southerly along the centerline of Dunham Place and an extension of the centerline of Dunham Place to its intersection with the Cedar River, thence Northwesterly along the Northerly bank of the Cedar River to the point of beginning.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea)

Beginning at the intersection of the centerline of Nevada Street and Lafayette Street, thence Southeasterly along the centerline of Lafayette Street to the centerline of Glendale Street, thence South along the centerline of Glendale Street and an extension thereof, to the point where said extension would intersect the extension Easterly of the centerline of Hawthorne Avenue, thence West along the extension of the centerline of Hawthorne Avenue and the centerline of Hawthorne Avenue to the centerline of northbound Washington Street, thence Northwesterly along the centerline of northbound Washington Street to the centerline of West 12th Street, thence Northeasterly along the centerline of West 12th Street and its extension Northeasterly to the Southerly line of the Cedar River, thence Northwesterly along the Cedar River to centerline of West 11th Street, thence Northeasterly across Cedar River along the centerline of 11th Street bridge and continuing Northeasterly along the centerline of East 11th Street to the centerline of Sycamore Street, thence Northwesterly along the centerline of Sycamore Street to the centerline of East 7th Street, thence Northeasterly along the centerline of East 7th Street to the centerline of Franklin Street, thence Northwesterly along the centerline of Franklin Street to the centerline of Westbound Martin Luther King Jr. Drive, thence Northeasterly following said Westbound centerline to the centerline of South Barclay Street, thence South along the centerline of South Barclay Street to the centerline of Martin Luther King Jr. Drive, thence Northeasterly along the centerline of Martin Luther King Jr. Drive to the centerline of Linden Avenue, thence South along the centerline of Linden Avenue to the centerline of the Canadian National Illinois Central Railroad, thence following said railroad centerline to the centerline of Nevada Street, thence South along the centerline of Nevada Street to the point of beginning.

Amendment No. 2 area (2009) (Amendment No. 2 Subarea)

That part of Sections 29, 30, 31 and 32 in Township 89 North, Range 12 West of the 5th Principal Meridian in the City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the intersection of the centerline of Lafayette Street and the centerline of Glendale Street; thence South along the centerline of Glendale Street to its intersection with the centerline of the existing spur line of the Canadian National Railroad, said point also being the Point of Beginning; thence continuing South along the platted, now vacated centerline of Glendale Street to the point of intersection with the Northeasterly line of the Cedar River; thence Southeasterly following the Northeasterly line of the Cedar River to its intersection with the East line of the City of Waterloo Corporate Limits (as now established in Section 32, Township 89 North, Range 12 West); thence North following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly following the Southerly line of Dubuque Road to its intersection with the East line of Block 8 of Blowers Addition; thence South along the East line of said Block 8 to the most Southerly corner of Lot 19 Block 8 said addition; thence South to the most Northeasterly corner of Lot 9 Block 17 Blowers Addition; thence South along the East line of said Block 17, and an extension thereof to the Southerly line of Lafayette Street; thence Northwesterly along the Southerly line of Lafayette Street to the Southeasterly line of Block 2 Kahler's Addition; thence Southwesterly along the Southeasterly line of Block 2 Kahler's Addition to the centerline of the existing spur line of the Canadian National Railroad; thence Northwesterly along said railroad line to the Point of Beginning.

Amendment No. 3 area (2022) (Amendment No. 3 Subarea)

Beginning at the intersection of the East line of Block 8 of Blowers Addition and the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the West line of said Block 8; thence Northwesterly to the Northeast corner of Lot 30 of Block 9 of Blowers Addition; thence West along the North line of said Block 9 to the Northwest corner of Lot 1 of said Block 9; thence Northwest to the Southeast corner of Lot 16 of Block 5 of Blowers Addition; thence North along the East line of said Block 5 to a point on the East line of Lot 18 of said Block 5 that is 20 feet South of the Northeast corner of said Lot 18; thence Northwesterly to a point on the North line of said Lot 18 that is 10 feet West of the Northeast corner of said Lot 18; thence Northwesterly to the Northwesterly corner of the parcel described by Warranty Deed to the City of Waterloo recorded in Book 570 of City Lot Deeds, Page 92; thence Northwest to a point on the West line of Lot 21 of said Block 5 that is 6.1 feet South of the Northwest corner of said Lot 21; thence Northwest to the Southeast corner of Lot 7 of said Block 5, also being a point along the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the centerline of Colorado Street; thence North along the centerline of Colorado Street to the centerline of French Street; thence East along the

centerline of French Street to the centerline of Arizona Street; thence South along the centerline of Arizona Street to the centerline of Archer Avenue; thence West along the centerline of Archer Avenue to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to its intersection with the Northerly line of Sunshine Subdivision; thence East along said Northerly line of Sunshine Subdivision to the Northeast corner of Sunshine Subdivision, said point also being on the Westerly right-of-way line of the former Chicago Central and Pacific Railroad; thence North along said former Westerly right-of-way line to a point that is 90.7 feet South of the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, T89N, R12W; thence Northeasterly to a point on the Easterly line of said former Railroad right-of-way that is 48.72 feet South of the North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 30; thence North along the Easterly line of said former Railroad right-of-way to a line that is 33 feet South of and parallel with said North quarter-quarter line; thence East along said parallel line to the East line said Section 30; thence South along said East line to the centerline of Ann Street; thence East along the centerline of Ann Street to the centerline of Creston Avenue; thence South along the centerline of Creston Avenue to the centerline of Fulton Street; thence East along the centerline of Fulton Street to its intersection with a Northerly extension of the East line of Lot 4 of Block 8 of Auditor Rainbows Plat of Maywood Second Filing; thence South along said Northerly extension and the East line of said Lot 4 and a Southerly extension of the East line of said Lot 4 to the Northeast corner of Lot 21 of said Block 8; thence West to the Northwest corner of said Lot 21; thence South along the West line of said Lot 21 and a Southerly extension of the West line of said Lot 21 to the Southerly line of Wyandotte Street; thence Westerly along the Southerly line of Wyandotte Street to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to the North line of Section 32, T89N, R12W; thence East along the North line of said Section 32 to the centerline of North Evans Road; thence South along the centerline of North Evans Road to its intersection with an Easterly line of the City of Waterloo Corporate Limits (as now established in Section 32, T89N, R12W); thence Northwesterly and Southerly following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly along the Southerly line of Dubuque Road to the Point of Beginning.

And also, that part of Lot 19 of Auditor's consolidated Plat lying Northeasterly of the centerline of the spur line of the Canadian National Railroad, except the Northwest 68 feet of the Northeast 180 feet of said Lot 19, and except the Southeast 60 feet of the Northeast 180 feet of said Lot 19.

Attachment C

City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

January 1, 2019 Actual Gross Assessed Valuation	\$4,043,161,870
Legal Bonding Rate	5%
Legal Bonding Limit	\$ 202,158,094
Less Outstanding G.O. & Other Debt	(\$ 114,700,920)
Unused Gross bonding Capacity	\$ 87,457,174
56.74% of legal limit	

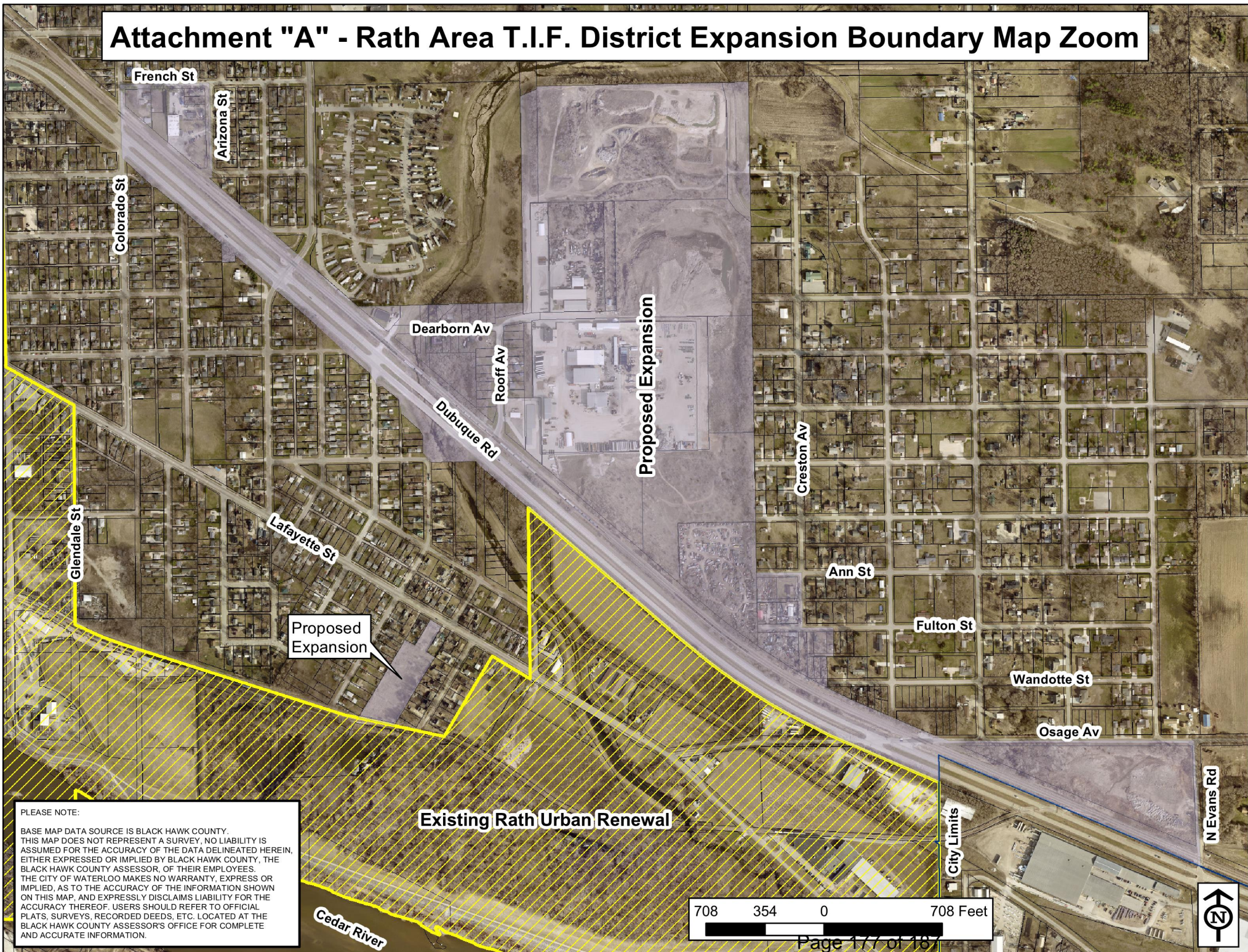
Attachment D - Rath Urban Renewal and Redevelopment Plan Amendment No. 3 2022

Project Proposals				Budgets
1)	Acquisition			\$6,000,000
2)	Demolition			\$6,000,000
3)	Site Improvements			\$1,500,000
4)	Remediation			\$2,500,000
5)	Legal fees, consulting fees, and related expenses associated with administration and operation of the Urban Renewal Area			\$1,000,000
6)	Housing Rehabilitation			\$1,000,000
7)	Crystal II Tax Rebates			\$176,252
8)	Rath Admin rebates			\$1,500,000
9)	Powers Manufacturing rebates			\$60,000
10)	A&K Ventures - Kent Orchard; rebates/land grant			\$30,000
11)	3 Little Lambs - Black Hawk & 17th; land grant			\$40,000
12)	TNT - Black hawk & 18th; land grant			\$36,400
13)	SJ Construction - Sycamore street; land grant			\$28,000
14)	Buckets Inc. / Secor; land grant			\$108,600
15)	Crystal 2018 project Rebates			\$1,300,000
16)	Crystal 2020 project	Acquisitions	\$3,200,000	\$10,100,000
		Rebates	\$3,600,000	
		Demolition	\$3,300,000	
		Total		
17)	Former Pierce Auto 1500 Commercial	Acquisitions	\$20,000	\$90,000
		Demolition	\$50,000	
		Env. Review	\$20,000	
		Total		
18)	3 Little Lambs (1800 Block Black Hawk)	Acquisitions	\$1,000	\$101,000
		Demolition	\$100,000	
		Total		
19)	5 Bees 1813 Black Hawk and adj.	Land grant	\$150,000	\$150,000
		Total		
20)	3 Stooges 325 W 13th	Acq/Land grant	\$96,000	\$96,000
		Total		
21)	South Front Network 1400 blk Commercial	Land	\$25,000	\$71,000
		Realtor	\$6,000	
		Demolition	\$40,000	
		Total		
22)	Alstadt Langlas 54 Lane St	Acquisitions	\$50,000	\$400,000
		Demolition	\$350,000	
		Total		
23)	A-Line Warehouse Rooff Ave	Acquisitions	\$300,000	\$500,000
		Rebates	\$200,000	
		Total		
24)	Former Lister Concrete 2116 Commercial St	Acquisitions	\$300,000	\$500,000
		Rebates	\$200,000	
		Total		
25)				\$0

Total

\$33,287,252

Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map Zoom



CITY OF WATERLOO

Council Communication

An ordinance amending the City of Waterloo Code of Ordinances by adding Section 3, Failure to Pay, to Chapter 3, General Penalty, Title 1, Administration.

City Council Meeting: 12/19/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
☐ Ordinance as proposed	Backup Material

SUBJECT:

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by Adding Section 3, Failure to Pay, Chapter 3, General Penalty, Title 1, Administration.

Motion to suspend the rules.

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

Submitted by:

Submitted By: Martin Petersen, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO CODE OF ORDINANCES BY ADDING SECTION 3, FAILURE TO PAY, TO CHAPTER 3, GENERAL PENALTY, TITLE 1, ADMINISTRATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 3, Failure to Pay, Chapter 3, General Penalty, Title 1, Administration, is hereby enacted as follows:

1-3-3 FAILURE TO PAY:

A. Unpaid fees, charges, costs of service, fines, and penalties shall be handled by one or a combination of the following collection methods:

1. The Finance Department or City Attorney may retain attorneys and/or private collection agents for the purpose of collecting any default in payment or delinquency of any fees, charges, costs of service, fines, or penalties. A twenty-five percent (25%) late fee may be added to any outstanding balance at the time of referral for collection.

2. The City may use any legal means necessary to secure payment, including the submission of the debt to the State of Iowa Income Tax Offset Program pursuant to Iowa Code Section 8A.504. Any fee for collection shall be added to the outstanding balance at the time of submission to the State of Iowa Income Tax Offset Program. Upon judgment, fines and fees will be collected as court debt by the Iowa Judicial Branch.

B. All bills and invoices shall contain the following notice in order to be subject to the late fee: "Failure to pay this invoice by the required due date will result in a twenty-five percent (25%) late fee being added to any outstanding balance and the account will be forwarded to a collection agency for further efforts." Additional notice shall also be given to comply with the Income Tax Offset Program, if applicable.

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: _____, 2022
PASSED 1st CONSIDERATION: _____, 2022
PASSED 2nd CONSIDERATION: _____, 2022
PASSED 3rd CONSIDERATION: _____, 2022

PASSED AND ADOPTED this ____ day of _____, 2022.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Community Development October 2022 Board Meeting minutes.

City Council Meeting: 12/19/2022

Prepared: 11/28/2022

ATTACHMENTS:

Description	Type
☐ October 2022 Board meeting minutes	Backup Material

SUBJECT: Community Development October 2022 Board Meeting minutes.

Submitted by: Submitted By:

Recommended Action: approval

Community Development Meeting Minutes

October 18, 2022

I. Call to order

Board Chairman Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at approximately 4:00 p.m. on Tuesday, October 18, 2022. Leistikow asked for an approval of the agenda for October 18, 2022.

It was moved by Campbell and seconded by Northey to approve the agenda. Motion carried.

II. Attendance:

Present: Cody Leistikow, Angela Weekley, Zach Hansen, Jenna Northey and Cam Campbell

Members Absent: Tina Hummel and Jessica Rucker

Also Present: Rudy D. Jones, Community Development Director; Angie Fordyce, Coordinator; Anita Rousselow, Administrative Secretary; Matt Chesmore, Senior Rehabilitation Specialist; and Pam Mast, Intake Specialist

III. Approval of minutes from last meeting

Leistikow asked for a motion to approve the minutes for the September 20, 2022 board meeting. It was moved by Northey and seconded by Hansen to approve the minutes of the meeting on September 20, 2022. Motion carried.

IV. Old Business:

- a) **Staff Updates:** City Council has approved the appointments of Pam Mast and Stephanie Shavers as new hires for our office. Jones is working on staff evaluations but is aligning these with Mayor's and Council's Organizational Engagement objectives. Some staff will be attending HOME underwriting training in Illinois.

- b) **CARES Act Funding:**

Round 1- Nothing new with Round 1.

Round 2- The project is about 30% complete. The building envelope is coming along well and the hope is to get the building enclosed before inclement weather arrives.

Round 3-This program is progressing well

- c) **Ricker Street Development-**Leisure Services Department performed tree removal and trimming in the area. There's a lot of potential in that area with possibilities for new single family units. Staff expects Request for Proposals to go out in early November.
- d) **Benchmarks-**Matt discussed what the status of our Lead grant and where we were with benchmarks.

V. New Business:

- a) **Endorse Contracts September 2022:** Leistikow asked for a motion to approve the contracts signed in September of 2022. A motion was made to approve the September contracts by Weekley as shown and a second was made by Hansen on that motion. Motion carried
- b) **Amendment to the Lead Grant Rental Program:** After the meeting of the subcommittee which was held earlier this month; staff and the subcommittee determined that the amount of assistance would be raised from \$20,000 to \$25,000 for rental units. The affordability period would also be extended from 5 years to 7 years. The quorum at the board meeting agreed with increasing that amount along with increasing the affordability period. A motion and a second was made and the policy change has been passed effective immediately.
- c) **Policy changes on Emergency Repair Program-** A subcommittee discussion earlier in the month brought about a policy change on the maximum amount that our Emergency Repair Program would cover. Currently the amount that Community Development covers for Emergency repairs is \$4,000. With the conclusion that building material and labor costs have risen, the amount of emergency assistance should also be increased. A motion was made to increase the level of assistance to \$7,000 from the \$4,000. That motion was seconded and the motion carried. The policy change will go in effect immediately.

VI. Discussion Items:

- a) **National Lead Poisoning Prevention Week October 23-29, 2022.** A proclamation was read on 10/17/22 at the City Council meeting declaring the week of October 23-29 National Lead Poisoning Prevention week

VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion by Weekley was made to adjourn and seconded by Hansen. Motion carried. Meeting Adjourned. Minutes submitted and approved by board.

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Kashaunda Mhoon, Records Clerk II, effective November 28, 2022, with recommendation of approval of payout of \$174.44 for unused benefits.

City Council Meeting: 12/19/2022

Prepared: 12/8/2022

ATTACHMENTS:

Description	Type
☐ Mhoon Payout	Backup Material

SUBJECT:

Communication from the Police Department on the notice of the conclusion of employment for Kashaunda Mhoon, Records Clerk II, effective November 28, 2022, with recommendation of approval of payout of \$174.44 for unused benefits.

Submitted by:

Submitted By:



CITY OF WATERLOO, IOWA

CITY HALL

715 MULBERRY STREET 50703

Today's Date: 11/22/2022

Effective Date: 11/28/2022

Employment Date: 3/10/2022

To: City Council Members

Re: Notice of Severance

Department POLICE

Job Title/Classification Records Clerk II

This is to report that the employment of Kasunda Mhoon
with the City of Waterloo has been severed by reason of:

- ☐ Retired
☐ Disability Related ☒ No ☐ Yes
☒ Resigned
☐ Termination
☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	0.00	\$24.92		\$ -
Vacation-Accrued	7.00	\$24.92		\$ 174.44
Usable Sick Leave	0.00	\$24.92	(x) 25%	\$ -
Personal Hours	0.00	\$24.92		\$ -
Unscheduled Leave	0.00	\$24.92		\$ -
Unscheduled Overage	0.00	\$24.92		\$ -
Other Pay		\$24.92		
Total Payment				\$ 174.44

Comments: _____

Approved by Capt. [Signature]

Date 11/22/22

Human Resources Nicole [Signature]

Date 12/7/22

Routing:

Original to Human Resources by Department

Human Resources will forward original to City Clerk (Copy in Personnel File)

Clerk's Office will forward approved form to Department

Council Agenda Date: 12/19/22 ☐ AS/400 Status/Accruals ☐ I-9

CITY OF WATERLOO

Council Communication

Communication from the Police Department on the notice of the conclusion of employment for Stacy Davis, Records Technician, effective December 2, 2022, with recommendation of approval of payout of \$1,821.82 for unused benefits.

City Council Meeting: 12/19/2022

Prepared: 12/8/2022

ATTACHMENTS:

Description	Type
☐ Davis Payout	Backup Material

SUBJECT:

Communication from the Police Department on the notice of the conclusion of employment for Stacy Davis, Records Technician, effective December 2, 2022, with recommendation of approval of payout of \$1,821.82 for unused benefits.

Submitted by:

Submitted By:



CITY OF WATERLOO, IOWA

CITY HALL

715 MULBERRY STREET 50703

Today's Date: 12/8/2022

Effective Date: 12/2/2022

Employment Date: 11/29/2021

To: City Council Members

Re: Notice of Severance

Department POLICE

Job Title/Classification Records Tech

This is to report that the employment of Stacy Davis
with the City of Waterloo has been severed by reason of:

- ☐ Retired
☐ Disability Related ☒ No ☐ Yes
☒ Resigned
☐ Termination
☐ Other _____

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Current	1.00	\$26.27		\$ 26.27
Vacation-Accrued	36.85	\$26.27		\$ 968.05
Usable Sick Leave	38.00	\$26.27	(x) 25%	\$ 249.57
Personal Hours	0.00	\$26.27		\$ -
Unscheduled Leave	0.00	\$26.27		\$ -
Casual	22.00	\$26.27		\$ 577.94
Other Pay		\$26.27		
Total Payment				\$ 1,821.82

Comments: _____

Approved by Capt. Dan P. [Signature]

Date 12/8/22

Human Resources Nicole [Signature]

Date 12/8/22

Routing:

Original to Human Resources by Department

Human Resources will forward original to City Clerk (Copy in Personnel File)

Clerk's Office will forward approved form to Department

Council Agenda Date: 12/19/22 ☐ AS/400 Status/Accruals ☐ I-9