

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

Jerome Amos, Ward 4 Council Member

Agenda, as proposed or amended.

Minutes of November 21, 2022, Regular Session, as proposed.

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

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) 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.
Submitted By: Randy Bennett, Public Works Division Manager
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.
Submitted By: Randy Bennett, Public Works Division Manager
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).
Submitted By: Noel Anderson, Community Planning and Development Director
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).
Submitted By: Noel Anderson, Community Planning and Development Director
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.
Submitted By: Jamie Knutson, PE, City Engineer
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.
Submitted By: Jamie Knutson, PE, City Engineer
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.
Submitted By: Jamie Knutson, PE, City Engineer
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.
Submitted By: Jamie Knutson, PE, City Engineer
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.
Submitted By: Mohammad Elahi, Interim Traffic Operations Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

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

2. **LIQUOR LICENSES**

- a. **Club Ambassador, 313 W. 5th Street**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/15/2023
- b. **Courtyard By Marriott, 250 Westfield Avenue**
Class: C Liquor w/Catering
Renewal Application Includes Sunday
Expiration Date: 11/19/2023
- c. **Locker Room Lounge, 1918 Hawthorne Avenue**
Class: C Liquor w/Outdoor Service
Renewal Application Includes Sunday
Expiration Date: 12/31/2023
- d. **West Side Liquor, 919 W. 5th Street**
Class: C Liquor w/Outdoor Service

Renewal Application Includes Sunday
Expiration Date: 12/21/2023

3. **APPOINTMENTS**

a. **Rich Kurtenbach**

Board/Commission: Telecommunications

Expiration Date: 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.

Submitted By: Brian Bowman, Treatment Operations Director

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.

Submitted By: Paul Huting, Leisure Services Director

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.

Submitted By: Paul Huting, Leisure Services Director

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.

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

8. Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Smoke O's, 1509 Flammang Drive.

PUBLIC HEARINGS

2. **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.**

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

HOLD HEARING - No comments on file.

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

Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by 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.

Motion to suspend the rules.

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

Submitted By: Noel Anderson, Community Planning and Development Director

3. **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.

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

HOLD HEARING - No comments on file.

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

Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by 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.

Motion to suspend the rules.

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

Submitted By: Noel Anderson, Community Planning and Development Director

4. 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 and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

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

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.

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

Submitted By: Noel Anderson, Community Planning and Development Director

5. South Street and West 9th Street Mini-Roundabout, Iowa DOT grant project number 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 _____, in the amount of \$ _____, in conjunction with South Street and West 9th Street Mini-Roundabout, Iowa DOT grant project number CS-TSF-8155(777)- -85-07.

Submitted By: Mohammad Elahi, Interim Traffic Operations Director

RESOLUTIONS

6. 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.

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

7. 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 Leverssee Road and Warp Drive.

Submitted By: Noel Anderson, Community Planning and Development Director

8. 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 Leverssee Road and Warp Drive.

Submitted By: Noel Anderson, Community Planning and Development Director

9. 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.

Submitted By: Noel Anderson, Community Planning and Development Director

10. 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.

Submitted By: Bridgett Wood, Finance Manager

11. 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.

Submitted By: Kim Bahr, Financial Analyst

12. Resolution approving an Engagement Letter with Piper Sandler & Co. for project finance services in conjunction with the Telecommunications Utility Broadband Project.

Submitted By: Kelley Felchle, City Clerk

13. Resolution approving the 2023 Hazardous Materials Regional Training Center Fee Schedule.

Submitted By: Pat Treloar, Fire Chief

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

3:35 p.m. Council Work Session, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Waterloo Housing Authority Board minutes of November 7, 2022.

CITY OF WATERLOO

Council Communication

Minutes of November 21, 2022, Regular Session, as proposed.

City Council Meeting: 12/5/2022

Prepared:

Submitted by:

Submitted By:

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 12/5/2022

Prepared: 11/8/2022

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

Recommended Action: Short power point presentation

Summary Statement: Carole Yates' students in Dr. Belinda Creighton-Smith's "Race in America" class at UNI are investigating/researching environmental justice issues in Waterloo and will present a short power point presentation. It will provide information about environmental/social/health vulnerabilities in areas of Waterloo primarily affected. Ms. Yates is volunteering for this project through the Black Hawk County NAACP branch.

Neighborhood Impact:

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) 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.

City Council Meeting: 12/5/2022

Prepared: 11/16/2022

ATTACHMENTS:

Description	Type
JD Wheeled Excavator	Backup Material

SUBJECT:

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.

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

Summary Statement: Street Department equipment - used to clean ditches along side of roads, and to be used for street construction without damaging roads as it is equipped with rubber tires.

Expenditure Required/Source of GO Bond - 422-19-1700-2117
Funds:

**JOHN DEERE**

Customer Purchase Agreement/Commitment to Lease for PA#
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

09220780

PA Revision# Original

Customer Name: CITY OF WATERLOO

PURCHASER NAME AND ADDRESS (First Signer)				DEALER NAME AND ADDRESS			
NAME(First, Middle, Last) CITY OF WATERLOO				DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 177943	
STREET or RR 625 GLENWOOD ST				STREET or RR 3469 W Airline Hwy			
CITY WATERLOO	STATE IA	ZIP CODE 50703	COUNTY Black Hawk	CITY Waterloo	STATE IA	ZIP CODE 50703	Phone Number 319-235-7085
PHONE NUMBER 319-291-4267				EMAIL ADDRESS matt.boquist@waterloo-ia.org			
REWARDS # 990238844				Date Of Order: Oct 20, 2022			
PURCHASER NAME AND ADDRESS (Second Signer)				Dealer Order No.: 17013837		TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE	
NAME(First, Middle, Last)				PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 49 Highways & Streets	
STREET or RR				Add Purchaser to Mailing List (Check One or More)			
CITY				☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☐ Government			
STATE				PURCHASER IS: ☒ Business ☐ Individual		Purchaser Acct.: 17001988	
ZIP CODE				☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN			
COUNTY				NO.:			
PHONE NUMBER							
EMAIL ADDRESS							
REWARDS #							

EXTENDED WARRANTY IS: ☒ Accept ☐ Decline		LOCATION OF FIRST WORKING USE : Use County BLACK HAWK		Use State/Province IA	COUNTY CODE 13			
Ultimate Uptime Package Purchase: ☐ Yes ☒ No		(Initials)						
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x	x			2021 JOHN DEERE 190GW FT4 Wheeled Excavators Stock # 197923	1295	1FF190GWKLF052115	\$ 171,095 00
1					AT445360 MECHANICAL PATTERN CHANGER	1295		\$ 1,450 00
1					36200X2-0200 New 2022 TAG MANUFACTURING 36200X2-0200 36" JD210G HD EXC BKT W/ TEETH Stock # 203415	1295		\$ 5,415 00
+ John Deere Extended Warranty : 84 MONTH/4000 HR COMPREHENSIVE								\$ 0 00
- DECLINED :John Deere Preventative Maintenance :								
(1) TOTAL CASH PRICE								\$ 177,960 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
COMMENTS: PO # 192109- RICH STRANGE 10-20-22				
			(2) TOTAL TRADE-IN ALLOWANCE	\$ 0 00
			(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
			(4) BALANCE	\$ 177,960 00
			(5) SUBTOTAL	\$ 177,960 00
			(6) RENTAL APPLIED	\$ 0 00
			(7) CASH WITH ORDER	\$ 0 00
			(8) BALANCE DUE (5-6 & 7)	\$ 177,960 00

**JOHN DEERE**

Customer Purchase Agreement/Commitment to Lease for PA#

09220780

John Deere Construction, Utility and Forestry

PA Revision#

Original

Products and Compact Construction Equipment - US

Quote ID: 27613523

("Purchase Agreement")

Customer Name: CITY OF WATERLOO

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

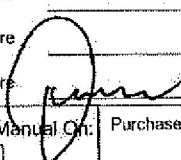
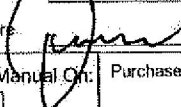
IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

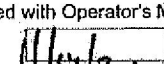
TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	CITY OF WATERLOO	Signature		Date	11/15/22
Purchaser (Second Signer)		Signature		Date	
Dealer Representative	Murphy Tractor & Equipment	Signature		Date	11/14/22
Salesperson	LOCKARD, JUSTIN	Signature		Date	11/17/22

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: ☐	Purchaser Signature	
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JOHN DEERE

Application For Extended Warranty

For John Deere Construction, Forestry, And CWP Products

The John Deere equipment Owner identified below ("Owner") hereby applies for Extended Warranty to John Deere*. (*In the US: John Deere means John Deere Warranty Inc., One John Deere Place, Moline, Illinois 61265-8098, except for Owners in GA or NY, John Deere means John Deere Construction & Forestry Company, One John Deere Place, Moline, Illinois 61265-8098. In Canada: John Deere means John Deere Canada ULC, 295 Hunter Road, P.O. Box 1000, Grimsby, Ontario, L3M 4H5.) John Deere's obligations under the Extended Warranty for John Deere Construction, Forestry, and CWP Products are backed by the full faith and credit of John Deere. This Application is made in accordance with the terms set forth in this document for the John Deere product identified below. Owner desires the Extended Warranty coverage option(s) checked:

Check One: ☐ Commercial ☒ Governmental ☐ Rental ☐ Forestry or Severe Duty* ☐ Forestry Extreme Duty**	
* Severe Duty applications are: Demolition & Wrecking, Chemical Plant, Steel Mill, Land Fill Applications, Scrap Handling, and any other applications that are similarly destructive or similarly heavy duty. (36 months/ 6,000 hours maximum coverage) ** Forestry Extreme Duty applications are: 840, 740, 840 model grapple skidders equipped with regular (NOT Sweda) axles, chains and/or dual tires. (36 months/ 6,000 hours maximum coverage)	

2. COVERAGE TYPE & DURATION CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION, OR A COMBINATION OF FULL MACHINE AND ANY ONE POWERTRAIN OPTION. EXTENDED WARRANTY IS CALCULATED FROM ORIGINAL DATE OF DELIVERY.*** FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTHS/HOURS DESIRED. Note: Months/ hours selected may not exceed maximum specified for the designated application group.	
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☒ Full Machine Expiration - First To Occur (Months or Hours) Months after first retail purchase*** <table style="margin: auto;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td>☒ 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> </table> Above are additional months, after expiration of Corresponding Standard Warranty You have selected 84 total months and 7000 hours	Std. Warranty	12	24	36	48	60	72	84	☒ 12 months	N/A	12	24	36	48	60	72	☐ Powertrain Plus Hydraulics or ☐ Powertrain or ☐ Engine Only Expiration - First To Occur (Months or Hours) Months after first retail purchase*** <table style="margin: auto;"> <tr> <td>Std. Warranty</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> <td>84</td> </tr> <tr> <td>☐ 12 months</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>48</td> <td>60</td> <td>72</td> </tr> <tr> <td>☐ 24 months</td> <td>N/A</td> <td>N/A</td> <td>12</td> <td>24</td> <td>36</td> <td>N/A</td> <td>N/A</td> </tr> </table> Above are additional months, after expiration of Corresponding Standard Warranty You have selected total months and hours Note: 24 months Standard Warranty is for Scraper Tractors - Powertrain only	Std. Warranty	12	24	36	48	60	72	84	☐ 12 months	N/A	12	24	36	48	60	72	☐ 24 months	N/A	N/A	12	24	36	N/A	N/A
Std. Warranty	12	24	36	48	60	72	84																																		
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☐ 12 months	N/A	12	24	36	48	60	72																																		
☐ 24 months	N/A	N/A	12	24	36	N/A	N/A																																		

*** Less duration of rental, demonstration, or other usage, if any, prior to first retail purchase or lease.

Owner Name CITY OF WATERLOO		Email Address RICH.STRANGE@WATERLOO-IA.ORG	
Address (Street, RR) 625 GLENWOOD ST		(City/Town) (State/Province) (Zip/Postal Code) WATERLOO IA 50703	
DEALER NUMBER 177943	Dealer Name Address Murphy Tractor & Equipment Co 3469 W Airline Hwy Waterloo IA 50703		
Product Description 190GW	Model FT4 WHEELED EXCAVATOR	Hourmeter Reading 1295	Product ID No. (Pin) 1FF190GWKLF052115
		Delivery Date 11/14/2022	

IMPORTANT NOTE TO OWNER: Complete terms of John Deere's Extended Warranty are set forth on this document. Please read both pages carefully before signing. YOUR RIGHTS AND REMEDIES IN CONNECTION WITH EXTENDED WARRANTY ARE LIMITED AS INDICATED ON BOTH PAGES OF THIS DOCUMENT. WHERE PERMITTED BY LAW, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. John Deere's Extended Warranty is not insurance.

OWNER RESPONSIBILITIES: After the product's Standard Warranty expires, the Owner will be responsible for the first \$200 of repair cost for each repair event covered by Extended Warranty, except for covered repairs to the product's (1) engine or powertrain, or (2) hydraulics (if Extended Powertrain Plus Hydraulics coverage is the only coverage in effect.) Scraper tractor Extended Warranty is limited to the powertrain only with a \$750 deductible for each repair event covered under the Extended Warranty.

ACKNOWLEDGEMENTS: I have read and understand the terms, including limitations and exclusions, of John Deere's Extended Warranty, and understand that it is not insurance. I also understand that the coverage applied for herein is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, and (2) the coverage charge is paid.

Owner Signature:

Date: 11/14/2022

The Owner and product identified above meet all requirements for the coverage requested, and the coverage charge has been paid.

Dealer Signature:

Date: 11/14/2022

TRANSFER - The unexpired portion of this Extended Warranty may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.

Purchaser Application:	Dealer Number Charged	Purchaser Name		Address (street, RR)	
		(City/Town)		(State/Province) (Zip/Postal Code)	
Date Machine Sold	Transfer Hourmeter Reading	Date Inspection completed & approved	Signature of New Buyer X	Date	Dealer Confirmation X

JD-E 17-12 Effective (06/Feb/2018)

I HAVE RECEIVED BOTH (2) PAGES
OF THIS APPLICATION FORM. Owner Initials: _____ Date: 11/14/2022

A. EXTENDED WARRANTY - GENERAL PROVISIONS.

During the coverage period, John Deere will repair or replace, at its option, covered components that were either factory installed components or genuine John Deere replacements installed by an authorized John Deere dealer ("Dealer"). Such repair or replacement will be free of charge for parts and labor, except as otherwise stated below. Under each coverage option, the Extended Warranty period begins when the product's corresponding Standard Warranty ends, and continues (unless terminated under Section E below) until the expiration selected on the face of this document. The coverage period ends after the specified number of months or when the machine's hour meter reaches the specified hour limitation, whichever occurs first.

Extended Warranty is available only through Dealers for John Deere products, and may be purchased at any time before the product's Standard warranty, or Extended Warranty expires. Extended Warranty is not effective unless and until (1) a properly completed application for coverage is submitted to John Deere, (2) and the coverage charge is paid. Once Extended Warranty becomes effective, John Deere's obligations hereunder extend only to the applicant identified on the first page of this document, unless remaining coverage is transferred to a subsequent purchaser of this product in accordance with Section H below.

B. FLUID ANALYSIS REQUIREMENT AND MAINTENANCE.

Fluid Analysis: As a condition of coverage, the following Extended Warranty contracts require fluid analysis:

- Extended Warranty Contracts on excavators with 100 horsepower and above.
 - All other Construction & Forestry products (including excavators under 100 horsepower) with Extended Warranty Contracts above 5000 coverage hours.
- Compact Excavators, Compact Track Loaders, Skid Steers, Compact Loaders, Scraper Tractors and Pull-Type Scrapers are excluded from this requirement. Owner is responsible for completing hydraulic/hydrostatic oil analysis at 500 hour intervals for specific models and hours of coverage. If sample frequency is not maintained, and repairs occur, Owner will be responsible for 20% of the repair cost. An oil sample using John Deere specifications must be submitted on or before the effective date of the Extended Warranty contract.

Maintenance: The Owner, at his or her own expense, must maintain the product in accordance with the product's Operator's manual and, upon request, provide adequate records verifying maintenance.

L SERIES SKIDDERS, L SERIES WHEELED FELLER BUNCHERS, M SERIES TRACKED FELLER BUNCHERS: Additional Fluid Analysis & Maintenance may be required. As a condition to receive a Powertrain Ultimate Uptime Extended Warranty and Preventative Maintenance contract, the following will be required:

- A Dealer must perform all major services, including without limitation, scheduled maintenance in accordance with the Operator's Manual for the duration of the Extended Warranty Term.
- Submit oil samples through ALS after every service interval, regardless of who performs the service (Owner or Dealer).
- Use John Deere parts and fluids for every service interval, regardless of who performs the service (Owner or Dealer).

FAILURE BY THE OWNER TO COMPLY WITH THESE REQUIREMENTS WILL VOID POWERTRAIN EXTENDED WARRANTY COVERAGE.

C. WHAT IS COVERED BY EXTENDED WARRANTY:

Not every product component is covered by Extended Warranty. Those components that are covered are listed below. If a particular component is not listed below, it is not covered by Extended Warranty.

1. Engine Only Coverage (excludes Cummins, Detroit Diesel and Hino Engines): If you purchased Engine Only Extended Warranty the following items are covered: Engine: engine and all components within, cylinder head and gasket, ECU, electronic engine-speed-control system, engine block, engine oil cooler and aftercooler, flywheel housing and gasket, front and rear engine seals, front damper, hydraulic actuator, injection nozzles, injection pump and gasket, manifolds and gaskets, oil pan and gasket, pressure/temperature sensors and sending units, pressure/temperature sensors and sending units-EGR system manifold, ring gear and flywheel, rocker arm cover and gasket, thermostats, timing gear cover, turbocharger and gaskets, water pump and gaskets.

2. Powertrain Coverage: If you purchased Powertrain Extended Warranty the engine items above are covered along with the following items: Engine: engine speed controls & linkages - excavators. Transmission/Axles/Hydrostatics: axle(s) and differential(s), clutch housing (except dry clutch disk), driveshaft with universal joints, electronic and/or hydraulic control valves, excavator rotary manifold, Tracked Feller-Buncher rotary manifold, final drive, front wheel-drive sensors (not wiring harness), hydrostatic system components including: propel motor, hydrostatic/hydraulic pump and related control valves powering propel and/or swing function (not dig function), hydraulic-front-wheel-drive axle and wheel assembly (including drive pump and motor, electric control, solenoid control valve, and divider valve), mechanical-front-wheel-drive differential/axle assembly (with its driveshaft, universal joint and control), power take off clutch housing (scraper tractor only), pump and valve controller, reverser with control valve, splitter drive, swing motor and brake, swing gearbox and bearings, torque converter, transfer drive, transmission, Brakes: wet park brake pinion shaft, bearing, and bearing quill (motor graders only), wet service brakes, wet steering brakes and clutches. Electrical: sensors- rotary, starter (scraper tractor only). Electric-Drive Loaders: generator, electric motor, power electronics inverter (D.I.R.), brake resistor, motor cable assembly, generator cable assembly, brake resistor cable assembly.

3. Powertrain plus Hydraulics Coverage: If you purchased Powertrain plus Hydraulics Extended Warranty, the engine and power train items above are covered along with the following hydraulic items: Transmission/Axles/Hydrostatics: accumulator and related relief valves (transmission), hydraulic differential lock valve & associated parts. Hydraulics: control & load holding valves, cylinder packing kits, hydraulic cylinders, hydraulic oil cooler, hydraulic pumps & motors & related control valves, hydraulic reservoir, locking pin cylinder, pilot controls. Brakes: brake accumulator (Articulated Dump Truck Only). Steering: crossover relief valve, priority valve, steering pump, steering valves and cylinders.

4. Full Machine Coverage: If you purchased Full Machine Extended Warranty the engine, powertrain, and powertrain plus hydraulic items above are covered along with the following non-powertrain items: (Please note: there is a \$200 deductible on all hydraulic and non-powertrain repairs when Full Coverage is purchased). Engine: engine mounts and support, engine oil lines, engine speed controls & linkages, filter mount, fuel lines, fuel tank and associated parts, fuel transfer pump & gasket, oil filler tube, pulleys, radiator and hoses, water piping. Transmission/Axles/Hydrostatics: control rods, differential lock valve & associated parts, external oil lines, filter tubes (transmission), filter screens, oil cooler, shift-control linkage, sending units and sensors.

Brakes: brake accumulator (Non ADT), brake pump, brake valve, pressure reducing valve, unloading valve. Electrical: alternator, gauges, indicators, instruments, sensors, starter, starter drive, starter solenoid, switches, voltage regulator, wiper motors, wiring harnesses. Factory Installed Air Conditioning: accumulator, clutch, compressor, condenser, dryer, evaporator, expansion valve, heater hose, pulley, seals & gaskets, temperature control programmer. Other: bucket linkages, circle drive gearbox, dump body (ADT only), fan & fan drive, motor grader circle, scarifier & ripper linkages, factory installed winch (skidders only). Steering: axles, secondary steering system components, spindles & supports, steering linkage, tie rod & tie rod ends. Structures: arm, articulation joint (incl. pins & bushings), bin frame, boom, car body, C-frame, circle frame, dipperstick, draft frame, engine frame, equipment frame, forklift mast & frame, grapple arch and grapple boom, loader arm, loader frame, mainframe, moldboard lift arm, rollover protection structure (ROPS), side frame, swing frame, track frame, X-frame, Z-bar, Pneumatic Components (ADT only): airline hoses & lines & fittings, air components of brake systems, four way protection valve, unloading valve.

D. ITEMS NOT COVERED. John Deere is not responsible for the following:

1. Parts/Kits not ordered on machine and installed aftermarket are not covered by the machine's Standard Warranty or Extended Warranty. These parts will be covered by any applicable parts warranty.
2. Attachments installed aftermarket are excluded from any Extended Warranty purchased for the machine - i.e. Winch not installed at factory.
3. Factory installed forestry attachments such as felling heads, saw heads, harvesters, delimbers and all Waratah attachments do not qualify for Extended Warranty.
4. Batteries, hoses, radios, tires, Cummins or Detroit Diesel engines.
5. Premiums charged for overtime labor requested by the Owner.
6. Costs for transporting the product to and from the place where service is performed, or service calls made by the repairing Dealer.
7. Depreciation and normal wear.
8. Damage caused by any of the following: a) Misuse or abuse of the machine; b) the application the machine is working in; c) lack of proper/required maintenance; d) failure to follow operating instructions; e) lack of protection during storage; f) vandalism; g) the elements; or h) collision or other accidents.
9. Normal maintenance and replacement of maintenance and wear items such as: filters, oils, coolants and conditioners, blades and cutting edge parts, pins and bushings (except in articulation joints), hoses, lines and fittings, undercarriage, belts, dry brakes and dry clutch linings, bulbs, rubber tracks, and skidder grapple shocks.
10. Damage caused to a covered component by a non-covered component that is used on or installed in the product.
11. For warranty repairs made in the field, any charges (such as Dealer travel time, mileage, or extra labor) that would not have been incurred had the product been repaired at the Dealer's place of business.

E. TERMINATION OF EXTENDED WARRANTY.

John Deere is relieved of its obligations under Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than a Dealer; or
2. The product is altered or modified in ways not approved by John Deere; or
3. The product's hour meter has been rendered inoperative or otherwise tampered with; or
4. The product is removed from the United States or Canada; or
5. Use is made of the product within an application group other than the group designated in the application for Extended Warranty for the product.

F. LIMITATIONS OF JOHN DEERE'S LIABILITY.

The repair or replacement of covered components that are defective, as provided in Section A above, shall be the Owner's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the Owner's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes, and insurance premiums, and less a reasonable allowance for use of the product prior to its return. John Deere's liability for any repair event shall not exceed the actual cash value of the product if repaired, and John Deere's cumulative liability over the coverage period shall not exceed the amount paid by the Owner for the product, excluding any transportation charges, license fees, taxes, and insurance premiums. In no event will John Deere be liable for any incidental or consequential damages (including without limitation, loss of profits, rental of substitute equipment, or other commercial loss) that may be sustained due to a defect in the product or the breach or performance of John Deere's obligation under Extended Warranty. Corrections of defects in the manner provided herein shall constitute fulfillment of all liabilities of John Deere to the Owner or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

G. OBTAINING EXTENDED WARRANTY SERVICE. To obtain service covered by Extended Warranty, the Owner must request Extended Warranty service from a Dealer authorized to sell the product to be serviced. When making such a request, the Owner must present his or her Application for Extended Warranty and John Deere's written confirmation of coverage (transferees under Section H below must present John Deere's written confirmation of coverage transfer), make the product available at the Dealer's place of business, and inform the Dealer in what way the product is believed to be defective. Extended Warranty repairs can be made in the field if the purchaser and servicing Dealer so desire. However, John Deere will not be responsible for any charges (such as Dealer travel time, mileage, or extra labor plus any applicable taxes) that would not have been incurred had the product been repaired at the Dealer's place of business.

H. TRANSFER OF UNUSED COVERAGE UPON RESALE. Remaining Extended Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product if:

1. The subsequent purchase is made before the product's Extended Warranty expires; and
2. The product is determined by John Deere to be in satisfactory condition following an inspection performed by a Dealer, in accordance with John Deere's instructions, at the subsequent purchaser's expense; and
3. John Deere's written confirmation of the transfer is received by the subsequent purchaser; and
4. Either (a) the use made of the product by the subsequent purchaser falls within the same application group designated on the product's original Application for Extended Warranty, or (b) the subsequent purchaser pays the amount specified by John Deere for conversion of the remaining coverage to a different application group.

I. NO STATUTORY OR IMPLIED WARRANTY. Where permitted by law, JOHN DEERE PRODUCTS CARRY NO STATUTORY OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS.

J. DEALER CANNOT VARY TERMS OF COVERAGE.

All terms of John Deere's Extended Warranty are set forth on this document. Dealers have no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of Extended Warranty in any way.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/22/2022

ATTACHMENTS:

Description	Type
❑ purchase agreement	Backup Material

SUBJECT:

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.

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

Recommended Action: Approve Resolution

Summary Statement: The Ranger will be replacing a truck being taken out of service for the Engineering Department.

Expenditure Required/Source of GO Bond Funding
Funds: 322-07-7830-2117

MOTOR VEHICLE PURCHASE AGREEMENT

No. **0037633**
Customer No. **063262**

DATE **11/21/2022**

LYNCH FORD - MT. VERNON, INC. LYNCH CHEVROLET, INC.

410 Business 30 SW
Mount Vernon, IA 52314
(319) 895-8500

BUYER **CITY OF WATERLOO**
CO-BUYER _____
ADDRESS **715 MULBERRY ST**
ADDRESS LINE 2 _____
CITY **WATERLOO** STATE **IA** ZIP **50703**
EMAIL ADDRESS _____
RES. PHONE **319-291-4323** CELL _____ WORK _____
SALESPERSON **KEITH COLTON** BUYER'S REGISTRATION MONTH _____ COUNTY **BLACK HAWK**

DESCRIPTION OF PURCHASED VEHICLE: ☐ NEW ☒ USED ☐ DEMO ☐ CAR ☒ TRUCK ☐ VAN ☐ OTHER MILEAGE **2592**
STOCK NO. **16595** YEAR **2021** MAKE **FORD** MODEL **RANGER SUPERCAB** BODY TYPE **PICKUP**
V.I.N. **1 F T E R 1 F H 1 M L D 7 4 4 2 6** TRIM _____ COLOR **WHITE**
TO BE DELIVERED ON OR ABOUT **11/21/2022**

PRICE OF VEHICLE	\$ 34000.00	TRADE-IN ALLOWANCE AND OTHER CREDITS:	
ACCESSORIES:		YEAR MAKE MODEL BODY TYPE	
		V.I.N.	
		BALANCE OWED TO	
		YEAR MAKE MODEL BODY TYPE	
		V.I.N.	
		BALANCE OWED TO	
		TRADE-IN GROSS ALLOWANCE	\$ NA
		LESS AMOUNT OWING	\$ NA
		NET TRADE-IN ALLOWANCE OR REMAINING TRADE-IN DEBT	\$ NA
		CASH DOWN PAYMENT OR CREDIT BALANCE	\$ NA
		MANUFACTURER'S REBATE (IF ANY)	\$ NA
		TOTAL DOWN PAYMENT or AMOUNT OWED	\$ NA

DOCUMENTARY FEE	\$ NA
\$ 34000.00 CASH PRICE	\$ 34000.00
\$ NA LESS DOCUMENTARY FEE	
\$ NA LESS TRADE-IN ALLOWANCE	
\$ NA LESS MANUFACTURER'S REBATE	
\$ 34000.00 AMOUNT SUBJECT TO FEE FOR NEW REGISTRATION	
FEE FOR NEW REGISTRATION	\$ NA
TITLE FEE	\$ NA
LICENSE FEE	\$ NA
LIEN FILING FEE [credit sale only see (1) on page 2]	\$ NA
ELECTRONIC REGISTRATION & TITLING FEE	\$ NA

TOTAL CASH DELIVERED PRICE \$ **34000.00**
LESS TOTAL DOWN PAYMENT or PLUS AMOUNT OWED \$ **NA**
UNPAID CASH BALANCE DUE ON DELIVERY \$ **34000.00**

OTHER INFORMATION OR TERMS OF SALE:

Payoff and reg. fees are estimates and I agree to pay any differences. ☒ X

BUYER'S TRADE-IN CERTIFICATION

If you are trading in a vehicle, you certify the following:

1. That there is no salvage, repair or other history on the vehicle title that would affect the value of the vehicle. If there is salvage, repair or other history on the title, you agree that the dealer may cancel this sale. That to the best of your knowledge, the vehicle was never on or required to be on a salvage, rebuilt, flood or branded title in this or any other state.
2. That the air bags are intact and in working order.
3. That while you have owned the trade-in, its odometer has not been repaired, replaced, tampered with or altered in any way. That the odometer statement, damage disclosure statement and prior vehicle history which you provided us for your trade-in is true and correct.
4. That the original emission control system (including the catalytic converter) is intact. That the engine and transmission have not been changed from the manufacturer's original specifications. That the trade-in does not have a cracked or defective head, block, powertrain or frame.

WARRANTY DISCLAIMER

YOU UNDERSTAND THAT THE VEHICLE IS SOLD "AS IS" WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

Documentary Fee. A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to a buyer for the preparation of documents and the performance of related services. The maximum amount that may be charged for a documentary fee is determined by Iowa Code Section 322.19A. This notice is required by law.

Manufacturer retail incentives used in this transaction are intended for the use of retail and fleet customers as identified in this purchase agreement. It is agreed that the customer represents that they are the end user and that the vehicle will be registered with their state motor vehicle department at the address listed on this purchase agreement and that they are not purchasing this vehicle with the intent to resell and/or export this vehicle. If there are any misrepresentations made on behalf of the customer.

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 12/5/2022

Prepared: 11/9/2022

ATTACHMENTS:

Description	Type
☐ CLURA 101 Aidin Way Form	Backup Material
☐ CLURA 101 Aidin Way Map	Backup Material
☐ Legal Description	Backup Material

SUBJECT:

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).

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Approval.

Recommended Action:

Summary Statement:

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

Data/Analysis and Strategies:

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

Expenditure Required/Source of None Funds:

Legal Descriptions:

Parcel N of Plat of Survey Doc. #2023-5631, being part of Lot 2, Mustedan First Addition, A Replat of a Portion of Kenn Dahl First Addition, City of Waterloo, Black Hawk County, Iowa.



For Office Use Only

Date Received: 10-10-22
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

APPLICATION FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) is a 3-year 100% property tax exemption on the actual value added for new construction one or two family dwellings (single family homes or duplex/twin homes only) that meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council. Projects started prior to the adoption date of July 18, 2011 do not qualify.

NAME: KASIM MUSTEDAN AGIC SIGNATURE: [Signature]
ADDRESS: 106 AIDIN WAY EMAIL: ACC-CONSTRUCTION@HOTMAIL.COM
TELEPHONE: 319-404-7926 DATE: 10-10-2022

A. What is the Address of the property being improved? 101 AIDIN WAY

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

MUSTEDAN FIRS ADITION LA 2

B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)

NEW CONSTRUCTION TWIN HOME

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-4301 Date permit was issued: 02-14-2022 Total permit(s) valuation: 1.100⁰⁰

D. What was the cost of the new construction? 160,000⁰⁰

E. Estimated or actual date of completion of this new construction? 09-22-2022

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

APPROVED _____ DATED: _____ RESOLUTION NO: _____
DENIED _____

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

APPROVED _____ DATED: _____
DENIED _____

T.J. Koenigsfeld
Black Hawk County Assessor

R-3,R-P

W: 4TH ST

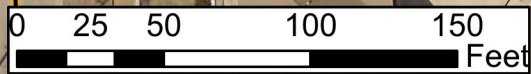
R-3

101 Aidin Way

R-1

W: 4TH ST

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.



101 Aidin Way

Parcel N of Plat of Survey Doc. #2023-5631, being part of Lot 2, Mustedan First Addition, A Replat of a Portion of Kenn Dahl First Addition, City of Waterloo, Black Hawk County, Iowa.

CITY OF WATERLOO

Council Communication

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).

City Council Meeting: 12/5/2022

Prepared: 11/9/2022

ATTACHMENTS:

Description	Type
☐ CLURA 103 Aidin Way Form	Backup Material
☐ CLURA 103 Aidin Way Map	Backup Material
☐ Legal Description	Backup Material

SUBJECT:

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).

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Approval.

Recommended Action:

Summary Statement:

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

Data/Analysis and Strategies:

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

Expenditure Required/Source of None Funds:

Legal Descriptions:

Parcel "O" of Plat of Survey Doc. #2023-5631, being part of Lot 2, Mustedan First Addition, A Replat of a Portion of Kenn Dahl First Addition, City of Waterloo, Black Hawk County, Iowa.



For Office Use Only

Date Received: 10-16-22

Received by: LB

Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

APPLICATION FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) is a 3-year 100% property tax exemption on the actual value added for new construction one or two family dwellings (single family homes or duplex/twin homes only) that meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council. Projects started prior to the adoption date of July 18, 2011 do not qualify.

NAME: Kasim Mustedanagic SIGNATURE: Kasim A.
 ADDRESS: 116 ~~122~~ Aidin Way EMAIL: aco-construction@hotmail.com
 TELEPHONE: 319-404-7926 DATE: 10/10/22

A. What is the Address of the property being improved? 103 Aidin Way

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Mustedan First Addition - Lot 2

B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify) _____

New construction - Twin Home

C. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-4302 Date permit was issued: 2-14-22 Total permit(s) valuation: 1.100⁰⁰

D. What was the cost of the new construction? 160,000⁰⁰

E. Estimated or actual date of completion of this new construction? 9/22/22

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

APPROVED _____ DATED: _____ RESOLUTION NO: _____
 DENIED _____

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

APPROVED _____ DATED: _____
 DENIED _____

T.J. Koenigsfeld
 Black Hawk County Assessor

R-3,R-P

W: 4TH ST

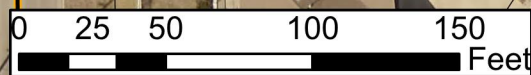
R-3

103 Aidin Way

R-1

W: 4TH ST

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.



103 Aidin Way

Parcel "O" of Plat of Survey Doc. #2023-5631, being part of Lot 2, Mustedan First Addition, A Replat of a Portion of Kenn Dahl First Addition, City of Waterloo, Black Hawk County, Iowa.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Cont 933_Final Qty Summary	Backup Material

SUBJECT: 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.

Submitted by: Submitted By: Jamie Knutson, PE, City Engineer

Summary Statement: This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net increase to the total project cost.

J7539

CHANGE ORDER NO. 8

Owner City of Waterloo Date: 3/11/2020
 Project University Avenue Reconstruction - Phase 1
 Owner's Contract No. 933 Contractor: Peterson Contractors, Inc.
 Date of Contact Start 3/12/2018 Contract Amount: \$ 8,709,078.89

You are directed to make the following changes in the Contract Documents. Description:

Adjust original construction quantities to actual construction quantities.
 Compensation already made to contractor through original bid items. See attached summary.

Reason for Change Order

As-built quantities varied for some bid items.

CONTRACT PRICE

Original: \$ 8,709,078.89
 Previous C.O.s (ADD/DEDUCT) \$ 95,520.80
 This C.O. (ADD/DEDUCT) \$ 148,341.48
 Contract Price with all approved
 Change Orders: \$ 8,952,941.17

CONTRACT TIME

	To Substantial Completion	To Final Completion
Original Completion Date:	11/16/2018	5/31/2019
Revised Completion Date:	5/31/2020	5/31/2020

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
 STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

BY:

Owner (Authorized Signature)

Date

ACCEPTED:

BY:

Contractor (Authorized Signature)

11/2/2022

Date

ACCEPTED:

BY:

AECOM

11/2/2022

Date

AECOM

60569973

Project No.

8

C.O. No.

FINAL QUANTITY SUMMARY
FY 2018 University Avenue Reconstruction Project Phase 1 - Greenhill Rd to Evergreen Ave
City of Waterloo Project No. -933
AECOM Project No.: 60569973

Item No.	Item	Unit	Division 1 Authorized Quantities	Division 2 Authorized Quantities	Division 1 Total Quantities	Division 2 Total Quantities	Division 1 Quantity Difference	Division 2 Quantity Difference	Total Quantity Difference	Division 1 Increase/ Decrease	Division 2 Increase/ Decrease	Total Amount Increase/ Decrease
1	CLEANING AND GULCHING	UNIT										
2	ON-SITE TOPSOIL	CY	44.0	44.00	44.0							
3	TOPSOIL CONTRACTOR FURNISH	CY	3798.0	3,798.00	3,798.0							
4	EXCAVATION CLASS III ROADWAY AND BORROW	CY	2491.0	2,491.00	2,491.0							
5	EXCAVATION CLASS III UNDISTURBED OR UNSTABLE MATERIAL	CY	12788.0	12,788.00	12,788.0							
6	EXCAVATION CLASS III WASTE	CY	4862.0	4,862.00	4,862.0							
7	EXCAVATION CLASS III	CY	12782.0	12,782.00	12,782.0							
8	SUBGRADE PREPARATION, 12 IN.	SY	65.0	65.00	65.0							
9	SUBGRADE TREATMENT, GEOTEXTILE	SY	43545.3	43,545.30	43,545.3							
10	SUBBASE, MODIFIED	CY	2064.0	2,064.00	2,064.0							
11	REMOVALS, STRUCTURES	EACH	20.0	20.00	20.0							
12	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	500.0	500.00	500.0							
13	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	1307.4	1,307.40	1,307.4							
14	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	1201.8	1,201.80	1,201.8							
15	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	2524.5	2,524.50	2,524.5							
16	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	1158.5	1,158.50	1,158.5							
17	STORM SEWER, TRENCHED, RCP, CLASS III, 36 IN.	LF	770.0	770.00	770.0							
18	STORM SEWER, TRENCHED, RCP, CLASS III, 42 IN.	LF	476.7	476.70	476.7							
19	STORM SEWER, TRENCHED, RCP, CLASS III, 48 IN.	LF	397.4	397.40	397.4							
20	STORM SEWER, TRENCHED, RCP, CLASS III, 60 IN.	LF	66.8	66.80	66.8							
21	STORM SEWER, TRENCHED, RCP, CLASS III, 66 IN.	LF	626.4	626.40	626.4							
22	STORM SEWER, TRENCHED, RCP, CLASS III, 72 IN.	LF	506.9	506.90	506.9							
23	STORM SEWER, TRENCHED, RCP, CLASS III, 84 IN.	LF	12.0	12.00	12.0							
24	STORM SEWER, TRENCHED, RCP, CLASS III, 96 IN.	LF	6.0	6.00	6.0							
25	STORM SEWER, TRENCHED, RCP, CLASS III, 108 IN.	LF	6.0	6.00	6.0							
26	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	7646.0	7,646.00	7,646.0							
27	REMOVAL OF STORM SEWER, RCP, GREATER THAN 36 IN.	LF	1447.0	1,447.00	1,447.0							
28	STORM SEWER ABANDONMENT, PLUG AND FILL GREATER THAN 36 IN.	LF	105.0	105.00	105.0							
29	SUBDRAIN, TYPE S, 6 IN.	LF	11837.7	11,837.70	11,837.7							
30	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	27.0	27.00	27.0							
31	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 4 IN., NITRILE	LF	99.0	99.00	99.0							
32	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 6 IN., NITRILE	LF	95.4	95.40	95.4							
33	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 8 IN., NITRILE	LF	102.8	102.80	102.8							
34	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 12 IN.	LF	103.2	103.20	103.2							
35	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 16 IN.	LF	7.0	7.00	7.0							
36	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 20 IN.	LF	4.0	4.00	4.0							
37	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 24 IN.	LF	116.5	116.50	116.5							
38	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 30 IN.	LF	1710.4	1,710.40	1,710.4							
39	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 36 IN.	LF	72.0	72.00	72.0							
40	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 42 IN.	LF	289.1	289.10	289.1							
41	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 48 IN.	LF	273.2	273.20	273.2							
42	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 60 IN.	LF	1.0	1.00	1.0							
43	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 72 IN.	LF	1.0	1.00	1.0							
44	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 84 IN.	LF	8.0	8.00	8.0							
45	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 96 IN.	LF	1.0	1.00	1.0							
46	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 108 IN.	LF	1.0	1.00	1.0							
47	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 120 IN.	LF	6.0	6.00	6.0							
48	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 132 IN.	LF	2.0	2.00	2.0							
49	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 144 IN.	LF	8.0	8.00	8.0							
50	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 156 IN.	LF	9.0	9.00	9.0							
51	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 168 IN.	LF	4.0	4.00	4.0							
52	WATER MAIN, TRENCHED, DUCTILE IRON PIPE (DIP), 180 IN.	LF	4.0	4.00	4.0							

9/12/2022

University Ave Phil Pay Estimate Page 2 of 2

FINAL QUANTITY SUMMARY

FY 2018 University Avenue Reconstruction Project Phase 1 - Greenhill Rd to Evergreen Ave
 City of Waterloo Project No. 9933
 AECOM Project No.: 60569973

9/12/2022

Item			Authorized Quantities			Division 1			Division 2			Division 3			Division 4			Division 5			Division 6			Division 7			Division 8			Division 9			Division 10			Division 11			Division 12			Division 13			Division 14			Division 15			Division 16			Division 17			Division 18			Division 19			Division 20			Division 21			Division 22			Division 23			Division 24			Division 25			Division 26			Division 27			Division 28			Division 29			Division 30			Division 31			Division 32			Division 33			Division 34			Division 35			Division 36			Division 37			Division 38			Division 39			Division 40			Division 41			Division 42			Division 43			Division 44			Division 45			Division 46			Division 47			Division 48			Division 49			Division 50			Division 51			Division 52			Division 53			Division 54			Division 55			Division 56			Division 57			Division 58			Division 59			Division 60			Division 61			Division 62			Division 63			Division 64			Division 65			Division 66			Division 67			Division 68			Division 69			Division 70			Division 71			Division 72			Division 73			Division 74			Division 75			Division 76			Division 77			Division 78			Division 79			Division 80			Division 81			Division 82			Division 83			Division 84			Division 85			Division 86			Division 87			Division 88			Division 89			Division 90			Division 91			Division 92			Division 93			Division 94			Division 95			Division 96			Division 97			Division 98			Division 99			Division 100			Division 101			Division 102			Division 103			Division 104			Division 105			Division 106			Division 107			Division 108			Division 109			Division 110			Division 111			Division 112			Division 113			Division 114			Division 115			Division 116			Division 117			Division 118			Division 119			Division 120			Division 121			Division 122			Division 123			Division 124			Division 125			Division 126			Division 127			Division 128			Division 129			Division 130			Division 131			Division 132			Division 133			Division 134			Division 135			Division 136			Division 137			Division 138			Division 139			Division 140			Division 141			Division 142			Division 143			Division 144			Division 145			Division 146			Division 147			Division 148			Division 149			Division 150			Division 151			Division 152			Division 153			Division 154			Division 155			Division 156			Division 157			Division 158			Division 159			Division 160			Division 161			Division 162			Division 163			Division 164			Division 165			Division 166			Division 167			Division 168			Division 169			Division 170			Division 171			Division 172			Division 173			Division 174			Division 175			Division 176			Division 177			Division 178			Division 179			Division 180			Division 181			Division 182			Division 183			Division 184			Division 185			Division 186			Division 187			Division 188			Division 189			Division 190			Division 191			Division 192			Division 193			Division 194			Division 195			Division 196			Division 197			Division 198			Division 199			Division 200			Division 201			Division 202			Division 203			Division 204			Division 205			Division 206			Division 207			Division 208			Division 209			Division 210			Division 211			Division 212			Division 213			Division 214			Division 215			Division 216			Division 217			Division 218			Division 219			Division 220			Division 221			Division 222			Division 223			Division 224			Division 225			Division 226			Division 227			Division 228			Division 229			Division 230			Division 231			Division 232			Division 233			Division 234			Division 235			Division 236			Division 237			Division 238			Division 239			Division 240			Division 241			Division 242			Division 243			Division 244			Division 245			Division 246			Division 247			Division 248			Division 249			Division 250			Division 251			Division 252			Division 253			Division 254			Division 255			Division 256			Division 257			Division 258			Division 259			Division 260			Division 261			Division 262			Division 263			Division 264			Division 265			Division 266			Division 267			Division 268			Division 269			Division 270			Division 271			Division 272			Division 273			Division 274			Division 275			Division 276			Division 277			Division 278			Division 279			Division 280			Division 281			Division 282			Division 283			Division 284			Division 285			Division 286			Division 287			Division 288			Division 289			Division 290			Division 291			Division 292			Division 293			Division 294			Division 295			Division 296			Division 297			Division 298			Division 299			Division 300			Division 301			Division 302			Division 303			Division 304			Division 305			Division 306			Division 307			Division 308			Division 309			Division 310			Division 311			Division 312			Division 313			Division 314			Division 315			Division 316			Division 317			Division 318			Division 319			Division 320			Division 321			Division 322			Division 323			Division 324			Division 325			Division 326			Division 327			Division 328			Division 329			Division 330			Division 331			Division 332			Division 333			Division 334			Division 335			Division 336			Division 337			Division 338			Division 339			Division 340			Division 341			Division 342			Division 343			Division 344			Division 345			Division 346			Division 347			Division 348			Division 349			Division 350			Division 351			Division 352			Division 353			Division 354			Division 355			Division 356			Division 357			Division 358			Division 359			Division 360			Division 361			Division 362			Division 363			Division 364			Division 365			Division 366			Division 367			Division 368			Division 369			Division 370			Division 371			Division 372			Division 373			Division 374			Division 375			Division 376			Division 377			Division 378			Division 379			Division 380			Division 381			Division 382			Division 383			Division 384			Division 385			Division 386			Division 387			Division 388			Division 389			Division 390			Division 391			Division 392			Division 393			Division 394			Division 395			Division 396			Division 397			Division 398			Division 399			Division 400			Division 401			Division 402			Division 403			Division 404			Division 405			Division 406			Division 407			Division 408			Division 409			Division 410			Division 411			Division 412			Division 413			Division 414			Division 415			Division 416			Division 417			Division 418			Division 419			Division 420			Division 421			Division 422			Division 423			Division 424			Division 425			Division 426			Division 427			Division 428			Division 429			Division 430			Division 431			Division 432			Division 433			Division 434			Division 435			Division 436			Division 437			Division 438			Division 439			Division 440			Division 441			Division 442			Division 443			Division 444			Division 445			Division 446			Division 447			Division 448			Division 449			Division 450			Division 451			Division 452			Division 453			Division 454			Division 455			Division 456			Division 457			Division 458			Division 459			Division 460			Division 461			Division 462			Division 463			Division 464			Division 465			Division 466			Division 467			Division 468			Division 469			Division 470			Division 471			Division 472			Division 473			Division 474			Division 475			Division 476			Division 477			Division 478			Division 479			Division 480			Division 481			Division 482			Division 483			Division 484			Division 485			Division 486			Division 487			Division 488			Division 489			Division 490			Division 491			Division 492			Division 493			Division 494			Division 495			Division 496			Division 497			Division 498			Division 499			Division 500			Division 501			Division 502			Division 503			Division 504			Division 505			Division 506			Division 507			Division 508			Division 509			Division 510			Division 511			Division 512			Division 513			Division 514			Division 515			Division 516			Division 517			Division 518			Division 519			Division 520			Division 521			Division 522			Division 523			Division 524			Division 525			Division 526			Division 527			Division 528			Division 529			Division 530			Division 531			Division 532			Division 533			Division 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600			Division 601			Division 602			Division 603			Division 604			Division 605			Division 606			Division 607			Division 608			Division 609			Division 610			Division 611			Division 612			Division 613			Division 614			Division 615			Division 616			Division 617			Division 618			Division 619			Division 620			Division 621			Division 622			Division 623			Division 624			Division 625			Division 626			Division 627			Division 628			Division 629			Division 630			Division 631			Division 632			Division 633			Division 634			Division 635			Division 636			Division 637			Division 638			Division 639			Division 640			Division 641			Division 642			Division 643			Division 644			Division 645			Division 646			Division 647			Division 648			Division 649			Division 650			Division 651			Division 652			Division 653			Division 654			Division 655			Division 656			Division 657			Division 658			Division 659			Division 660			Division 661			Division 662			Division 663			Division 664			Division 665			Division 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FINAL QUANTITY SUMMARY
 FY 2018 University Avenue Reconstruction Project Phase 1 - Greenhill Rd to Evergreen Ave
 City of Waterloo Project No.: 933
 AECOM Project No.: 60569973

9/12/2022

Item No.	Item	Unit	Bid Price	Authorized Quantities				Quantity Difference	Total	Increase/ Decrease	Total Amount				
				Division 1 Authorized Quantities	Division 2 Authorized Quantities	Division 1 Total Quantities	Division 2 Total Quantities								
3.1	SUBDRAIN REMOVAL	LF	\$8.00	132.0		132.00									
3.2	ADVANCE WARNING SIGNAL RECONNECTION	LF	\$5,775.00	1.0		1.00									
3.3	FITTINGS BY COUNT, DUCTILE IRON, 6 IN. TEE	EACH	\$985.00		1.0										
3.4	TEMPORARY TRAFFIC SIGNAL SIGNS	EACH	\$275.00	2.0		2.00									
3.5	SHIELD REDUCTION LANSOLAPING	LF	\$6,000.00												
4.1	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	132.0		132.00									
4.2	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.3	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.4	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.5	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.6	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.7	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.8	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.9	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
4.10	SAFETY BARRIER PIPE, THROBROD THUSSE	LF	\$62.00	1.0		1.00									
5.1	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.2	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.3	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.4	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.5	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.6	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.7	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.8	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.9	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.10	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.11	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.12	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.13	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.14	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.15	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.16	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.17	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.18	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.19	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.20	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.21	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.22	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.23	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.24	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
5.25	TRAP & SINK, VIDEO DETECTION INGRESS	EACH	\$275.00	1.0		1.00									
Total Increase/Decrease Amount				Division 1				Division 2				Total Amount			

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Cont 933_Maintenance Bond	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Jamie Knutson, PE, City Engineer

Peterson Contractors, Inc. has completed the above referenced project in accordance with the plans and specifications.

Summary Statement: Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.

Implementation, Accountability,
and Communication:

MAINTENANCE BOND

Bond No. 106869697

KNOW ALL MEN BY THESE PRESENTS:

That, Peterson Contractors, Inc. of Reinbeck, Iowa
as Principal, and the Travelers Casualty and Surety Company of America as Surety,
are held and firmly bound unto City of Waterloo, Iowa in the

penal sum of Eight Million Nine Hundred Fifty-two Thousand Nine Hundred (\$ \$8,952,941.17)
Forty-one And 17/100

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made,
the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with _____
City of Waterloo, Iowa

To furnish all the material and labor necessary for the construction of _____
FY 2018 University Avenue Reconstruction - Phase 1, Contract No. 933; Waterloo, IA

in Waterloo, Iowa In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in
indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of Two (2) years from the date of acceptance of the work
under said contract; and

Whereas, the said Travelers Casualty and Surety Company of for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost
and expense, remedy any and all defects that may develop in said work within the period
of Two (2) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all work
in continuous good repair during said period, and shall in all other respects, comply with all the terms and
conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 3rd
day of November, 2022,

Peterson Contractors, Inc.

By: [Signature] Principal

Travelers Casualty and Surety Company of America

By: [Signature] Surety
Anne Crowner Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Anne Crowner** of **WAUKEE, Iowa**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

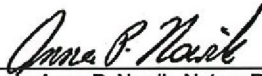
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

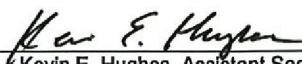
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **3rd** day of **November**, 2022




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Cont 951_Maintenance Bond	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Jamie Knutson, PE, City Engineer

Woodruff Construction, Inc. has completed the above referenced project in accordance with the plans and specifications.

Summary Statement:

Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees to remedy any defects in workmanship or materials that may develop in said work within a period of two (2) years from the date of the acceptance of the work under said contract.

Implementation, Accountability,
and Communication:

MAINTENANCE BOND

Bond No. 190042030

KNOW ALL MEN BY THESE PRESENTS:

That, Woodruff Construction, Inc. of Fort Dodge, Iowa
as Principal, and the Liberty Mutual Insurance Company as Surety,
are held and firmly bound unto City of Waterloo, Iowa in the

penal sum of Three Million Four Hundred Seventy-five Thousand Seven Hundred (\$ 3,475,700.26)
And 26/100

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made,
the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with _____
City of Waterloo, Iowa

To furnish all the material and labor necessary for the construction of _____
FY 2021 Sanitary Sewer Gatewell Repairs, Phase 1, City of Waterloo, IA; Contract No. 951

in Waterloo, Iowa In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in
indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of Two (2) Years years from the date of acceptance of the work
under said contract; and

Whereas, the said Liberty Mutual Insurance Company for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Waterloo, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost
and expense, remedy any and all defects that may develop in said work within the period
of Two (2) Years years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all work
in continuous good repair during said period, and shall in all other respects, comply with all the terms and
conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 10th
day of November, 2022,

Woodruff Construction, Inc.

Principal

By: Grant Reimers

Grant Reimers, Central Region President
Liberty Mutual Insurance Company

Surety

By: Stacy Venn

Stacy Venn

Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205943-190056

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anne Crowner, Brian M. Deimerly, Cindy Bennett, Craig E. Hansen, Dione R. Young, Jay D. Freiermuth, Seth D. Rooker, Stacie Christensen, Stacy Venn, Tim McCulloh

all of the city of Wauke state of IA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of July, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of July, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of November, 2022.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ DW Waiver_175 W 16th St	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Jamie Knutson, PE, City Engineer

Recommend for approval by the City Engineer.

Recommended Action:

This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.

I have reviewed this request and recommend its approval subject to the following provisions.

Summary Statement:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.

\$7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

Legal Descriptions:

The East 60 feet of Lot 1 in Hollywood Addition, Waterloo, Black Hawk County, Iowa

pdr

WAIVER

Date: November 14, 2022

NOTE: Sidewalk placement along
W 16th Street side of parcel.

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction
of a Concrete driveway or sidewalk located at
(concrete or asphalt)

175 W 16th Street, Waterloo, IA

(Address)

This waiver is needed because of:

- ☐ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).
- ☐ elimination of the sidewalk section due to the inability to meet the grade requirements.
- ☐ elimination of the sidewalk section for asphalt driveways.
- ☒ placement of a driveway or sidewalk on City right-of-way on an unimproved street.
- ☐ Other: Placement of sidewalk per approved plans on an unimproved street.

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars (\$7.00) for the purpose of recording this agreement. (Please make payment to: City of Waterloo.)

Respectfully submitted,

Jonathan Brundrett
Printed Name of Property Owner

FOR 5 BEES LLC

Jonathan Brundrett

[Signature]
Signature of Property Owner

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/30/2022

SUBJECT: 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.

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

Recommended Action: Approve Resolution

Expenditure Required/Source of \$495,000 (\$377,000 Safety Grant Funds, \$118,000 GO Bond)
Funds:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
☐ Change Order No 1	Backup Material

SUBJECT:

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.

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

Recommended Action: approve Change Order No. 1

Expenditure Required/Source of Sewer funds Non SRF \$9,586.00
Funds:



AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

November 23, 2022

Mr. Jesse Gaherty
Waste Management Services
City of Waterloo
3505 Easton Avenue
Waterloo, Iowa, 50702

Subject: **FY 2023 CIP Pipelining Phase IVA3
Change Order No. 1
City of Waterloo, Iowa
City Contract No. 1063
AECOM #60682318**

Dear Mr. Gaherty:

Attached is Change Order No. 1 for the FY 2023 CIP Pipelining Phase IVA3.

This change order is to add NON-SRF work, as requested by City Staff, to install 46 LF of 15-inch CIPP in Service Area 99. Service Area 99 is not included in the Phase III SRF IUP and, therefore, cannot be included in any SRF reimbursement. This work will be presented for payment separately from the SRF portion of this project.

This segment is on the verge of collapse. It is a major discharge point for Service Area 12 that connects to the interceptor which travels to the wastewater treatment plant.

AECOM has reviewed the work described in this change order. We recommend that the City of Waterloo approve Change Order No. 1 in the amount of \$9,586.00 (Non-SRF).

The final contract amount of \$1,010,539.90 (SRF) and \$9,586.00 (Non-SRF) brings the total contract to \$1,020,125.90.

Yours sincerely,

Christopher G. Oelkers, PE

Enclosure: Change Order No. 1 Tabulation and Signature Form
Project Change Order Tabulation
Municipal Pipe Tool Co. LLC Change Order No. 1 Estimate

L:\DCS\Projects\WTR\60682318_CIPP_Ph_IVA3\600_Construction_Support\660_Change_Orders\CO NO. 1\Wat CIPP PH IVA - Change Order No 1 LTR.docx

CHANGE ORDER NO. 1

Owner City of Waterloo Date: November 23, 2022
 Project FY 2023 CIP PIPELINING PHASE IVA3
 Owner's Contract No. 1063 Contractor: Municipal Pipe Tool Co. LLC

	SRF	NON-SRF
Date of Contact Start <u>6-Jul-21</u> Contract Amount:	\$ <u>1,010,539.90</u>	\$ <u>-</u>

You are directed to make the following changes in the Contract Documents. Description:

1	46-LF 15" CIPP - SERVICE AREA 99	\$	9,586.00	
		TOTAL	\$	9,586.00
				ADDITION

Reason for Change Order

QUANTITY RECONCILIATION - See the attached AECOM Change Order No. 1 Tabulation

CONTRACT PRICE		SRF	NON- SRF
Original:	\$ 1,010,539.90	\$ 1,010,539.90	\$ -
Previous C.O.s (ADD/DEDUCT)	\$ -	\$ -	\$ -
This C.O. (ADD/DEDUCT)	\$ 9,586.00		\$ 9,586.00
Contract Price with all approved	\$ 1,020,125.90	\$ 1,010,539.90	\$ 9,586.00
Total Change Orders:	\$ 9,586.00	TOTAL	\$ 1,020,125.90
0.95% Total CO %			

CONTRACT TIME		To Substantial Completion	To Final Completion
Original Completion Date:			6/23/2023
Revised Completion Date:			6/23/2023

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
 STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

BY: Owner (Authorized Signature)

Date

ACCEPTED:

BY: Shawn Waschmat
 Contractor (Authorized Signature)

November 23, 2022
 Date

ACCEPTED:

BY: AECOM

November 23, 2022
 Date

AECOM	
60682318	1
Project No.	C.O. No.

Project Change Order No. 1
FY 2023 CIP PIPELINING PHASE IVA3

AECOM

City of Waterloo

City Contract No. 1063

AECOM Project No: 60664721

Wednesday, November 23, 2022

ORIGINAL CONTRACT DATES		REVISED CONTRACT DATES	
SUBSTANTIAL COMPLETION	NONE	SUBSTANTIAL COMPLETION	No Change
FINAL COMPLETION	06/30/23	FINAL COMPLETION	06/23/22

NO.	DESCRIPTION	UNIT	Bid			Change Order No. 1		
			QUANTITY	UNIT PRICE	AMOUNT	QUANTITY	UNIT PRICE	AMOUNT
SRF WORK								
BASE BID - SA 19								
1	8" Diameter CIP Pipe Lining	LF	16,072.0	\$	24.50	\$	393,764.00	
2	10" Diameter CIP Pipe Lining	LF	3,518.0	\$	29.50	\$	103,781.00	
3	12" Diameter CIP Pipe Lining	LF	1,735.0	\$	44.00	\$	76,340.00	
4	Lateral Reinstatement	EA	317.0	\$	65.00	\$	20,605.00	
5	3-FT Lateral Grouting	EA	317.0	\$	450.00	\$	142,650.00	
6	Pipe Televising - 8"	LF	32,144.0	\$	1.00	\$	32,144.00	
7	Pipe Televising - 10"	LF	7,036.0	\$	1.00	\$	7,036.00	
8	Pipe Televising - 12"	LF	3,470.0	\$	1.00	\$	3,470.00	
9	Type A Pipe Cleaning - 8"	LF	16,072.0	\$	2.80	\$	45,001.60	
10	Type A Pipe Cleaning - 10"	LF	3,518.0	\$	2.80	\$	9,850.40	
11	Type A Pipe Cleaning - 12"	LF	1,735.0	\$	2.80	\$	4,858.00	
12	Type C Root Removal - 8"-10"	LF	9,795.0	\$	1.25	\$	12,243.75	
13	Type C Root Removal - 12"-15"	LF	867.0	\$	1.25	\$	1,083.75	
14	Type D Lumberjack - 8"-10"	LF	9,795.0	\$	1.25	\$	12,243.75	
15	Type D Lumberjack - 12"-15"	LF	867.0	\$	1.25	\$	1,083.75	
16	Protruding Taps Removal	EA	45.0	\$	250.00	\$	11,250.00	
Alternate No. 1 - SA 19								
101	8" Diameter CIP Pipe Lining	LF	752.0	\$	24.50	\$	18,424.00	
102	10" Diameter CIP Pipe Lining	LF	1,566.0	\$	29.50	\$	46,197.00	
103	Lateral Reinstatement	EA	16.0	\$	65.00	\$	1,040.00	
104	3-FT Lateral Grouting	EA	16.0	\$	450.00	\$	7,200.00	
105	Pipe Televising - 8"	LF	1,504.00	\$	1.00	\$	1,504.00	
106	Pipe Televising - 10"	LF	3,132.00	\$	1.00	\$	3,132.00	
107	Type A Pipe Cleaning - 8"	LF	752.00	\$	2.80	\$	2,105.60	
108	Type A Pipe Cleaning - 10"	LF	1,566.00	\$	2.80	\$	4,384.80	
109	Type C Root Removal - 8"-10"	LF	1,159.00	\$	1.25	\$	1,448.75	
110	Type D Lumberjack - 8"-10"	LF	1,159.00	\$	1.25	\$	1,448.75	
111	Protruding Taps Removal	EA	5.00	\$	250.00	\$	1,250.00	
Alternate No. 1 - SA 19								
201	36" PATCHING OR GROUTING	LS	1.0	\$	45,000.00	\$	45,000.00	
NON=SRF WORK								
NON-SRF SA 99								
301	15" Diameter CIP Pipe Lining	LF				1.00	\$	9,586.00
			SRF WORK	\$	1,010,539.90	ORIGINAL SRF CONTRACT	\$	1,010,539.90
			NON-SRF WORK	\$	-	SRF CO NO. 1	\$	-
			PROJECT TOTAL	\$	1,010,539.90	REVISED SRF CONTRACT	\$	1,010,539.90
						ORIGINAL NON-SRF CONTRACT	\$	-
						NON-SRF CO NO. 1	\$	9,586.00
						REVISED NON-SRF CONTRACT	\$	9,586.00
						ORIGINAL TOTAL CONTRACT	\$	1,010,539.90
						TOTAL CO NO. 1	\$	9,586.00
						REVISED TOTAL CONTRACT	\$	1,020,125.90

Shaun Waschnat

Municipal Pipe Tool Co., LLC

11/23/22
Date

Christopher G. Oelkers

Christopher G. Oelkers, AECOM, Project Engineer

11/23/22
Date

City Contract No. 1063
Date



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.

My license renewal date is December 31, 2023.

Christopher G. Oelkers

CHRISTOPHER G. OELKERS, PE License No. 22053

11/23/22

Date

Pages or sheets covered by this seal:

ALL PAGES

CONTRACT CHANGE ORDER

Owner: CITY OF WATERLOO
Project: FY 2023 CIP PIPELINING PHASE IVA3
Location: WATERLOO, IOWA
City Project No.: CONTRACT#1063

Change Order No.: 1

Date: November 22, 2022

Contractor: Municipal Pipe Tool Co. LLC
PO Box 398
Hudson, IA 50643

You are hereby requested to comply with the following changes from the contract plans and specifications:

Justification:

Add on MH 01-22 to MH 11-01-13 – 46-LF of 15" CIPP which includes labor and equipment including bypass with 4x4" pumps.

Item No.	Qty	Description	Unit	Unit Price	Ext Price
1	1	CIPP 46' OF 15"	LS	\$ 9,586.00	9,586.00
					-
					-
					-
					-
					-
					-
					-
					-
					-
				Change Order \$	9,586.00

The Contract Period provided for completion **increase** by days: 7

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

Requested:

Contractor: Municipal Pipe Tool Co. LLC

Sharon Waschkat

Title: Project Manager

Date: November 22, 2022

Accepted:

Owner: CITY OF WATERLOO

Title: _____

Date: _____

CITY OF WATERLOO

Council Communication

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

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
❑ PMII Forestry Apprentice Pers. Requisition	Backup Material
❑ Signed PR form	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Paul Huting, Leisure Services Director

Recommended Action: Recommend approval of appointment.

Summary Statement: There are 2 Park Maintenance II, Forestry vacancies due resignations dated 3/11/19 and 10/2/19. The Civil Services Commission certified the Civil Service List on November 18, 2022.

Expenditure Required/Source of apprenticeship training.
Funds: Annual Salary: \$50,461 salary increases to \$60,861 upon completion of

Benefits: \$20,170

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: Park Maintenance II-Forestry Apprentice Department: Leisure Services

Reports To: City Forester Work Location: 1101 Campbell Ave.

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: 177
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: J Lamprecht & C Cook, Park Maintenance II-Forestry
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 3/11/19 & 10/2/19 Date of final payout: 3/29/19 & 10/25/19

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: Mon-Fri(7am-3:30pm)

Justification of need for position: This position is a critical employee and is required to maintain the 25,000 trees in Waterloo's 52 parks, 3 golf courses, and along street rights-of-way. This position is crucial in maintaining a safe urban forest. Forestry Apprentice program was developed as the result of not being able to find qualified arborists to fill forestry vacancies over the last 3 years.

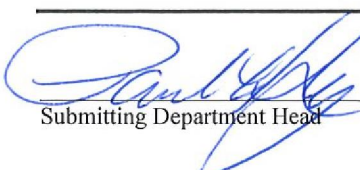
What are the likely consequences if the position is not filled? There will be longer response time to public tree trimming and removal requests. And there will be an increase in hazardous situations. Trees that are not maintained in a timely manner either fail or drop large limbs causing property damage or personal injury and increasing the number of insurance claims against the City of Waterloo.

APPROVALS

Annual salary requirements: \$50,461 to \$60,861 Hourly Rate: \$24.26 to \$29.26 Benefits: \$34,091
(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

9-1-22
Date

Mayor

Date

Chief Financial Officer

Date

Human Resources Director

Date

Human Resources Committee Chairperson

Date

PERSONNEL REQUISITION
Park Maintenance II – Forestry Apprentice

The following questions are provided as guidelines to assist you in developing your rationale for the position of Park Maintenance II - Forestry Apprentice in the Leisure Services Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

- (1) What are the key job responsibilities of this position?

Maintaining the 25,000 trees along the city streets, in the 52 parks, and in the 3 golf courses. The removal of hazardous trees and limbs is performed safely & efficiently by this position on a daily basis. This is an On-Call position responsible for responding to storm damage and other dangerous tree issues after hours. Training to become a Park Maintenance II – Forestry employee is another key responsibility. Many certifications, licenses, and industry credentials will need to be obtained in a 3 year time frame.

- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No; This position requires various certifications that only the forestry crew maintains and other employees in the department are already overloaded with required duties.

- (3) How is the work of this position being accomplished now?

Since the position is vacant the forestry crew is falling more and more behind in completing work orders at this time.

- (4) Are the filled positions in your department currently being utilized to their maximum potential?

Yes

- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

Filling this position maximizes the work that can be done on the City's urban tree resources with the equipment that we have. This position is classified as a critical employee of the City of Waterloo and must be On-Call to respond to after hour's storm damage calls and maintain 25,000 trees on public property.

- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

Cost savings would be in the future insurance premiums. The more dead limbs, hazardous limbs, split limbs, & decayed limbs that are trimmed off the city owned trees and the more dead, decayed, and hazardous city owned trees that are removed, the less chance of personal injury or property damage by the failing of these limbs or trees.

- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

OT or Comp time is normally only used for emergency situations during non-work hours. No more OT or Comp time would be paid out with this position added unless there was more than the normal number of emergency situations. The forestry work load gets bigger as a result of not having this position. This causes all requests to be delayed longer and longer.

- (8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.

Over the last 3 years the workload has increased with the staffing level reduced. Three vacancies created in the last 3 years have left only 3 forestry crew members in the field. Forestry services requests are prioritized, but many are nearly 1 year behind in completing. Last year alone over 1000 trees were planted along Waterloo right of ways. These trees require maintenance. Our systematic tree pruning program was put on hold for 5 years while the crews worked on the removal of ash trees. This has created an increased demand for those forestry services due to various tree issues.

- (9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

The City of Waterloo's Leisure Services dept. and the mayor's office will have increased complaints of tree trimming and tree removal work not getting done. The costs will be insurance premium increases, as stop signs are not cleared of obstructing limbs in time, causing accidents; low limbs do not get trimmed in a timely manner, causing vehicular damage; dead or hazardous limbs or hazardous trees are not taken care of in a timely manner and fall causing property damage, personal injury, or death. There will also be a longer delay for storm damaged trees and debris to be removed from roadways or from the tops of cars or houses.

- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

The backlog of work orders increases.

- (11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

No. We have been outsourcing some of the duties of this position due to the current size of the crew and work load present – stump removals. It is cheaper to have the stumps removed in house by crew (including this position) especially when all other duties are considered. Leisure Services also needs a versatile crew to take care of many departmental responsibilities – maintaining 25,000 trees in 52 parks, 3 golf courses & street right of ways, maintaining vegetation clearance at stop signs and signals, root pruning for sidewalk program, removal of snow from park sidewalks and parking lots, trimming of vegetation along recreational trails, providing the ability to climb trees with a rope and saddle if equipment can't get to site, responding to Corps of Engineers tree removal requests to keep levees certified, installing flood walls when needed, etc... This position is part of a that versatile crew and critical to Leisure Services. There would not be any monetary savings to outsourcing when all duties are considered!

- (12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

This position ranks very high. The Iowa Code Section 364.12, paragraph c, requires municipalities to remove diseased trees or deadwood on publicly owned property or right-of-way. Therefore, it is the City of Waterloo's duty to make sure that we have a healthy urban forest resource that provides a safe place for Waterloo's citizens and visitors to travel on its streets or visit its parks or golf courses. This is a public safety position. Every year you read about several people who had a tree or large limb fall on them and kill them. We do not want that to happen in Waterloo!

- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

Goal 4 in Waterloo's Strategic Plan is to Enhance the image of Waterloo to residents and businesses inside and outside the community. Strategy 4.5 states -Maintain and develop community services and city facilities that support quality of place. Leisure services offers the community service of tree maintenance to support the quality of place in Waterloo. Without this position and its services provided, Waterloo would have more hazardous tree situations in its parks, golf courses, and along its city owned right-of-ways. These situations could lead to property damage, personal injury, or even death. And then those could lead to large insurance claims or lawsuits. This is a public safety position that directly correlates with the quality of life in Waterloo and a healthy & safe urban forest resource.

Submit resume by going to www.cityofwaterlooia.com clicking on Career Opportunities, reviewing the Park Maintenance II Forestry Apprentice description and following directions to submit cover letter and resume. We will not accept mailed, faxed, hand-delivered or directly emailed resumes. Deadline to submit resume is Noon on Friday, October 7, 2022

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

PARK MAINTENANCE II - FORESTRY APPRENTICE

DEPARTMENT	: LEISURE SERVICES
WAGE	: \$24.26/hour with five (5) \$1 increases during 3 years of training
FLSA	: NON-EXEMPT
CIVIL SERVICE	: INCLUDED
BARGAINING UNIT	: MUNICIPAL EMPLOYEES LOCAL #177

GENERAL STATEMENT OF DUTIES

Park Maintenance II Forestry Apprentice participates in a prescribed curriculum becoming a highly skilled urban forestry professional, learning a variety of skilled forestry tasks such as planting, maintaining, and removing trees along streets, in parks and on other public property. Upon obtaining all credentials, certificates, & licenses at city’s expense within designated time periods, and getting signed off in all competencies, the Apprentice will be granted the Park Maintenance II-Forestry title. The work is performed under the general direction of the City Forester, but often works independently and with minimum supervision. Will supervise seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)

These functions are considered essential for successful performance in this job classification and apprentice will be trained to perform.

- | | |
|--|---|
| <ol style="list-style-type: none">1. Operates hydraulic aerial lift, log loader and other equipment used in planting, trimming, pruning and removing trees and stumps.2. Removes dead, broken, misshapen and undesired branches using saws and other tools.3. Perform tree rigging on the ground and aloft.4. Participate in removal of downed trees & limbs and in the abatement of hazardous conditions caused by wind, snow, and ice storms.5. Prunes to improve visibility at street intersections and traffic sign locations. | <ol style="list-style-type: none">6. Climbs trees using rope and saddle to prune and remove trees at heights of 60 feet and higher in accordance with ANSI A300 pruning standards and ANSI Z133 Safety Standards.7. Sharpens tools and cares for ropes and safety equipment.8. Participates in department preventive maintenance program for vehicles and equipment.9. Participates in application of pesticides and other chemicals in the care of trees.10. Operates large vehicles such as aerial lifts, dump trucks, chip trucks, and log loaders.11. Assists park maintenance crews with mowing and snow removal as needed. |
|--|---|

12. Responds to questions from the public concerning tree care.
13. Directs the work activities of part time and seasonal workers as assigned.
14. Workload varies and may be repetitive.
15. Works independently and with others with minimum supervision.
16. Works outside in all weather conditions; works around moving mechanical equipment and electrical wires; work environment is dirty; low visibility during unfavorable weather; operates equipment and tools that cause vibration; occasionally exposed to chemicals; noise level is frequently loud; atmosphere may contain dust and fumes from traffic.
17. Attends work regularly at the designated place and time.
18. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City, and Leisure Services safety rules and regulations.
19. Attends training and successfully completes the prescribed course material.
20. Performs all other duties as assigned.

ABILITY TO LEARN HOW TO DO THE FOLLOWING

1. Basic knowledge of tree trimming, treatment and removal methods and techniques.
2. Climb trees using rope & saddle.
3. Perform an aerial rescue.
4. Knowledge of occupational hazards and safety procedures of forestry work.
5. Knowledge and skill in use and care of ropes, knots and the tools and equipment commonly used in tree care and removal operations.
6. Ability to operate a truck with hydraulic boom and grapple loader.

7. Ability to work from aerial lift, sometimes during windy or other unfavorable weather.
8. Basic knowledge of rigging methods and use & maintenance of tools and equipment of the trade.
9. Plant and maintain trees and shrubs.
10. Ability to supervise seasonal employees.
11. Ability to operate and drive machines such as grapple, aerial lift, chip truck, & dump truck, and operate tree spade, stump grinder, chipper, chainsaw, loppers, shovel, & trimming shears.
12. Perform field maintenance on some power equipment.
13. Accurately record work records in TreeKeeper8 software on Ipad.
14. Ability to respond to questions and comments from members of the public tactfully and politely, in a clear, concise and easily understandable manner.
15. Ability to communicate effectively and maintain working relationships with other City employees, supervisors and the public.
16. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE

1. High school graduate/GED.
2. Valid driver's license and good driving record based on City of Waterloo driver performance criteria. **Iowa Class A Commercial driver's license required within 12 months at the employee's expense.** A candidate with any of the following will not be considered for employment: Loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of

employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five year period; four or more citations for moving violations within the previous three year period excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

TRAINING TIMELINE OBJECTIVES

Apprentice must obtain all credentials, certificates, & licenses within designated time periods of each of the 5 levels. Failure to obtain the listed objectives at each level within the given timeline will result in termination.

Level 1 - Within First 6 months of hire.

1. Earn the Tree Care Industry Association (TCIA) Introduction to Arboriculture Safety Certificate.
2. Obtain and maintain an Iowa Pesticide Applicator's License.
3. Earn the TCIA Electrical Hazard Awareness Program Certification.

Level 2 - Within First 12 Months

1. Obtain Iowa Class A Commercial Driver's License with air brake endorsement.
2. Earn the TCIA Ground Operations 1: Fundamentals credential.
3. Earn the TCIA Ground Operations 2: Chipper Specialist credential.
4. Earn the TCIA Ground Operations 3: Chainsaw Specialist credential.
5. ACRT Basic Arborist Certificate or equivalent program approved by City Forester.

Level 3 - Within 18 Months

1. Earn the TCIA Ground Operations 4: Tree Rigging and Removal.
2. Earn the TCIA Aerial Lift Operations 1: Fundamentals credential.
3. Earn the TCIA Tree Climber Specialist credential (soon to be changed to Tree Climber 1: Fundamentals).

Level 4 - Within 24 Months

1. Earn the TCIA SRT Climber credential (Soon to be changed to Tree Climber 2: Aerial Work Specialist).
2. Earn the TCIA Tree Care Specialist credential.
3. Complete the TCIA Aerial Rescue Training Program (Soon to be changed to Tree Climber 3: Climbing Aerial Rescue).
4. ACRT Advanced Arborist Certificate or equivalent program approved by City Forester.

Level 5 - Within 36 Months

1. Obtain and maintain ACRT Line Clearance Tree Trimmer Certification which includes passing tree climbing test.

ON-THE-JOB LEARNING

Apprentice is required to participate in On-the-job learning and related instruction in technical subjects related to the occupation. Tracking progression of experience on-the-job shall be done by competency-based performance evaluation system at 6 month intervals. Apprentice must become 'proficient in tasks' in all areas of the competency-based measure of skill acquisition within 36 months of start date. Failure to do so within the timeframe will result in termination.

FORESTRY APPRENTICE CONTRACT

Apprentice shall enter into binding agreement with City of Waterloo in which the apprentice acknowledges that all credentials, licenses, certifications, and training programs must be completed within the time frame in each of the 5 levels in the Training Timeline as well as getting signed off in all competencies in the on-the-job learning to become fully trained and recognized as a Park Maintenance II – Forestry employee.

ESSENTIAL PHYSICAL ABILITIES

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

1. Sufficient strength to perform assigned tasks (lifting branches and logs up to 300 pounds with weight distributed among crew members).
2. Sufficient strength to climb trees and perform work at heights up to 60 feet or more using only a climbing rope and saddle. Must be able to pull own body weight up tree on a rope.
3. Sufficient speech and hearing that permits the employee to communicate effectively with other workers in person or over a radio, and to safely operate equipment, often along busy streets.
4. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient color vision to identify dead or diseased foliage; sufficient dexterity to safely operate powered and manual forestry tools and equipment; sufficient hearing to understand verbal instructions, respond to questions from the public, diagnose equipment malfunctions and hear approaching traffic.
5. Sufficient personal mobility that permits the employee to safely operate a variety of motorized and manual park and forestry equipment in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, hardhat, gloves, safety vest, protective clothing and respirator.
2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
3. Must participate in On-Call rotation with other forestry personnel to standby to report to work in the event of an emergency during normal time off from May 1 to October 31.
4. Must comply with City of Waterloo

Residency Policy for Critical Employees (must live within thirty-mile radius of Waterloo City Hall). Will be given a reasonable period to satisfy this requirement as determined by the department head.

5. Following a conditional offer of employment, the City of Waterloo requires a physical examination including a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical exam and drug test will result in withdrawal of the employment offer.
6. The City of Waterloo will conduct a background investigation including education and employment history checks on any applicant being considered for this position. After a conditional offer of employment the City of Waterloo will conduct a criminal history check.
7. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Will generally work Monday-Friday 7:00 a.m.-3:30 p.m. with a half-hour unpaid lunch. May be required to report during emergency situations or work overtime during/after damaging storm events. May be required to assist Public Works Department with snow removal.

PHYSICAL EXAMINATION

All qualified candidates who apply by the deadline will be required to perform a physical examination. This is a pass/fail examination that tests the candidate's agility, endurance, and strength.

ORAL EXAMINATION

All qualified candidates who pass the physical examination will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular

employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test.

ORAL & PHYSICAL EXAMINATION DATES

All qualified candidates who apply by the deadline date will be notified of the time, place and date of the physical examinations. Those that pass the physical examination will be notified of the time, place, and date of the oral examination.

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

PARK MAINTENANCE II FORESTRY APPRENTICE DESCRIPTION
August 23, 2022

Park Maintenance II – Forestry Apprentice Contract

The Park Maintenance II – Forestry Apprentice program is building the foundation of forestry knowledge by giving apprentices five levels of training based on the Department of Labor's registered apprentice program. The City of Waterloo has designed their own program to provide apprentices the education and training at the City's expense fulfilling all of those same learning competencies. The contract below explains the duties and responsibilities of both parties as well as expected milestones in the learning principles of the program.

This Contract dated _____ serves as a binding agreement between the City of Waterloo and _____, Park Maintenance II - Forestry Apprentice.

Purpose of Contract: Park Maintenance II - Forestry Apprentice acknowledges that all credentials, licenses, certifications, and training programs must be completed within the time frame in each of the 5 levels in the Training Timeline shown below as well as getting signed off in all competencies in the on-the-job learning section of this contract to become fully trained and recognized as a Park Maintenance II – Forestry employee.

This apprenticeship program is not a formal program registered with the Department of Labor. Instead it is an informal apprenticeship program that uses most of the same requirements as the formal program, but it is more customized to fit the City of Waterloo's needs. The City of Waterloo is confident that an apprentice in this program will obtain the required skills of the arboriculture trade if the effort is put forth.

Duties and Responsibilities of the City of Waterloo

1. Ensure adequate and safe equipment and facilities for training
2. Ensure there are qualified training personnel and adequate supervision on the job

Duties and Responsibilities of the Apprentice

1. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the City of Waterloo.
2. Respect the property of the City of Waterloo and abide by the working rules and regulations of the City.
3. Attend, complete, and pass the required training and On-The-Job Learning
4. Develop and practice safe working habits and work in such a manner as to assure personal safety and that of other fellow workers.

If the 5 Levels in the Training Timeline are not accomplished within the time frame given or the competencies in the On-the-Job learning are not all signed off as Proficient in Task within 36 months of start date, Forestry Apprentice understands and accepts that termination will result.

Pay raises have been negotiated with the Construction and Public Employees LiUNA Local 177 Union. These raises are directly associated with completing each of the 5 levels in the training timeline. Apprentice starts at \$5 less than PMII-Forestry. One dollar (\$1) pay raise will be granted each time a Park Maintenance II – Forestry Apprentice satisfies all requirements in one of the 5 training levels within the required time frame. Upon completion of Level #5 and the completion of the On-The-Job Learning the apprentice's title will change to Park Maintenance II—Forestry and receive the last one dollar pay raise.

Future union negotiated pay raises will be incorporated into the base pay scale.

TRAINING TIMELINE

Apprentice must obtain all credentials, certificates, & licenses within designated time periods of each level shown below. Failure to obtain the listed objectives within any of the Levels will result in termination.

Level #1 to be completed within the first 6 months of hire

1. Earn the Tree Care Industry Association (TCIA) Introduction to Arboriculture Safety Certificate.
2. Obtain and maintain an Iowa Pesticide Applicator's License (Category 3OT and/or Category 6)
3. Earn the TCIA Electrical Hazard Awareness Program Certification

Level #2 to be completed within the first 12 months of hire

1. Obtain Iowa Class A Commercial Driver's License with air brake endorsement.
2. Earn the TCIA Ground Operations 1: Fundamentals credential
3. Earn the TCIA Ground Operations 2: Chipper Specialist credential
4. Earn the TCIA Ground Operations 3: Chainsaw Specialist credential
5. Obtain ACRT Basic Arborist Training Program Certificate or equivalent program approved by City Forester

Level #3 to be completed within the first 18 months of hire

1. Earn the TCIA Ground Operations 4: Tree Rigging and Removal
2. Earn the TCIA Aerial Lift Operations 1: Fundamentals credential
3. Earn the TCIA Tree Climber Specialist credential (Soon to be changed to Tree Climber 1: Fundamentals)

Level #4 to be completed within the first 24 months of hire

1. Earn the TCIA SRT Climber credential (Soon to be changed to Tree Climber 2: Aerial Work Specialist)
2. Earn the TCIA Tree Care Specialist credential
3. Complete the TCIA Aerial Rescue Training Program (Soon to be changed to Tree Climber 3: Climbing Aerial Rescue)
4. Obtain ACRT Advanced Arborist Training Program Certificate or equivalent program approved by City Forester

Level #5 to be completed within the first 36 months of hire*

1. Obtain and maintain ACRT Line Clearance Tree Trimmer Certification which includes passing tree climbing test.

*Upon completion of level #5 and completion of On-The-Job Learning, PM II – Forestry Apprentice title changes to Park Maintenance II – Forestry and the final \$1 increase will be granted.

TCIA is currently making some changes in their credential programs. It is likely that over the next 2 years that there will be some title changes and minor course changes. Some training programs may be challenging to register in due to available training opportunities. The City Forester will determine if an extension of time is warranted for such circumstances.

ON-THE-JOB LEARNING

Apprentice is required to participate in On-the-Job Learning and related instruction in technical subjects related to the occupation. Tracking progression of experience on-the-job shall be done by competency-based performance evaluation system at 6 month intervals. The evaluation form is shown below.

Ratings are:

No Ability – Apprentice has no ability to perform task.

Demonstrates fundamentals – Apprentice can perform the task with some coaching

Proficient in Task – Apprentice performs task independently, properly, and consistently.

Apprentices need to be “proficient in task” in each category within 36 months of start date.

Apprentice Name: _____

Start Date: _____

1)Adhere to ANSI Z133 standards and employer safety standards for all work				
Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Inspect, maintain and use the appropriate personal protective equipment				
B. Inspect, maintain and use the appropriate tool, equipment, or vehicle				
C. Assess trees for defects and hazards				
D. Establish and maintain safe work sites and zones				
E. Demonstrate safe practices and appropriate use of personal fall protection equipment for work aloft				

2)Perform Plant Health Care Diagnostics

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Identify deciduous trees and shrubs				
B. Identify evergreen trees and shrubs				
C. Perform tree inspection to determine viability and strength of tree				
D. Identify damaging insects of trees and shrubs				
E. Identify diseases of trees and shrubs				
F. Identify abiotic stresses of trees and shrubs				

3)Perform rigging on the ground and aloft

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Determine the removal plan				
B. Estimate the maximum load weight based on equipment available				
C. Install and use a rigging system to lower the load directly to the ground				
D. Install and use a rigging system to move the load laterally				

4)Access trees by climbing with a rope and saddle

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Perform a pre-work inspection of all equipment/tools				
B. Perform a pre-work inspection of the tree and site				
C. Install work positioning lines from the ground				
D. Ascend tree canopy				
E. Position to work aloft				
F. Maneuver through canopy				
G. Descend the tree				
H. Retrieve the rope(s) and equipment				

5) Operate a chainsaw on the ground and aloft

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Safely start and control the chain saw				
B. Perform brush cutting				
C. Perform felling				
D. Perform limbing and bucking				
E. Cut wood under tension and compression				
F. Perform removal cuts				
G. Perform pruning cuts				
H. Safely secure and transport the chain saw				
I. Perform field maintenance				

6) Operate a chipper

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Prepare brush and wood material				
B. Position the chipper				
C. Chip brush and wood material following safety protocol				
D. Perform required maintenance				

7) Prune trees and shrubs from the ground and aloft, according to current ANSI A300 standards

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Determine the pruning objective(s)				
B. Perform proper pruning cuts using the appropriate hand tools and pole tools				
C. Perform proper branch reduction cuts				
D. Perform crown cleaning				
E. Perform crown raising				
F. Perform structural pruning				
G. Perform pruning of young tree training				

8) Remove trees and shrubs

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Remove limbs				
B. Remove trunk sections				
C. Fell trunks or entire tree				

9)Operate aerial lift truck				
Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate Aerial lift unit according to operator manual				
B. Perform required maintenance				

10)Operate log loader				
Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate log loader unit according to operator manual				
B. Perform required maintenance				

11)Operate stump grinder				
Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate stump grinder according to operator manual				
B. Perform required maintenance				
C. Change pockets & grinder teeth				

I, _____, Park Maintenance II – Forestry Apprentice, agree with the terms of this contract and understand that I will be terminated if 1) I do not complete the 5 levels of training in the given timelines and 2) I do not become 'proficient in tasks' in all areas of the competency-based measure of skill acquisition within 36 months of start date.

John or Jane Doe, Park Maintenance II – Forestry Apprentice

Lance Dunn, HR Director

Todd Derifield, Park Superintendent/City Forester

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: Park Maintenance II-Forestry Apprentice Department: Leisure Services

Reports To: City Forester Work Location: 1101 Campbell Ave.

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: 177
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: J Lamprecht & C Cook, Park Maintenance II-Forestry
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 3/11/19 & 10/2/19 Date of final payout: 3/29/19 & 10/25/19

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: Mon-Fri(7am-3:30pm)

Justification of need for position: This position is a critical employee and is required to maintain the 25,000 trees in Waterloo's 52 parks, 3 golf courses, and along street rights-of-way. This position is crucial in maintaining a safe urban forest. Forestry Apprentice program was developed as the result of not being able to find qualified arborists to fill forestry vacancies over the last 3 years.

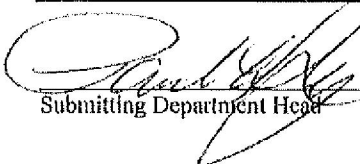
What are the likely consequences if the position is not filled? There will be longer response time to public tree trimming and removal requests. And there will be an increase in hazardous situations. Trees that are not maintained in a timely manner either fail or drop large limbs causing property damage or personal injury and increasing the number of insurance claims against the City of Waterloo.

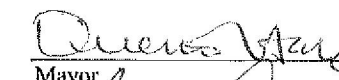
APPROVALS

Annual salary requirements: \$50,461 to \$60,861 Hourly Rate: \$24.26 to \$29.26 Benefits: \$34,091
(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: _____

 9-1-22
Submitting Department Head Date

 _____
Mayor Date

 9/8/22
Human Resources Director Date

Chief Financial Officer Date

Human Resources Committee Chairperson Date

Missy Gearhart

From: Ray Feuss
Sent: Thursday, September 8, 2022 10:06 AM
To: Missy Gearhart
Subject: Re: Personnel Requisition items

Missy

I give my approval for the staffing discussed today.

Ray

From: Missy Gearhart
Sent: Tuesday, September 6, 2022 10:36:16 AM
To: Ray Feuss; QUENTIN HART
Subject: Personnel Requisition items

Good morning personnel req committee members,

Here is the agenda for the meeting Thursday and the items as submitted by the managers.

The Librarian request is a position to hire as usual.

The fire It is to hire a replacement off an active list.

The fire fighter is to hire for the person who is getting promoted to It, we are in the process of certifying a list to hire from.

The airport position was brought to this committee, civil service, and then posted and Keith wanted to totally revamp the job description. We have continued to advertise the position with the approved job description but he would like to get the revised edition approved and update it.

The forestry requisition is for the apprentice program in leisure services.

Thank you,

Missy

Missy Gearhart

Missy Gearhart, MOL, SPHR, SHRM-CP

Assistant Human Resources Director

City of Waterloo

P 319-291-4303 ext 3375

F 319-291-4569

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
❑ PM IIForestryApprenticePers.Requisition	Backup Material
❑ Signed PR form	Backup Material

SUBJECT:

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.

Submitted by: Submitted By: Paul Huting, Leisure Services Director

Recommended Action: Recommend approval of appointment.

Summary Statement: There are 2 Park Maintenance II positions due to resignations dated 3/11/19 and 10/2/19. The Civil Service Commission certified the Civil Service List on November 18, 2022.

Expenditure Required/Source of apprenticeship training.
Funds: Annual Salary : \$50,461 salary increases to \$60,861 upon completion of

Benefits: \$34,091

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: Park Maintenance II-Forestry Apprentice Department: Leisure Services

Reports To: City Forester Work Location: 1101 Campbell Ave.

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: 177
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: J Lamprecht & C Cook, Park Maintenance II-Forestry
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 3/11/19 & 10/2/19 Date of final payout: 3/29/19 & 10/25/19

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: Mon-Fri(7am-3:30pm)

Justification of need for position: This position is a critical employee and is required to maintain the 25,000 trees in Waterloo's 52 parks, 3 golf courses, and along street rights-of-way. This position is crucial in maintaining a safe urban forest. Forestry Apprentice program was developed as the result of not being able to find qualified arborists to fill forestry vacancies over the last 3 years.

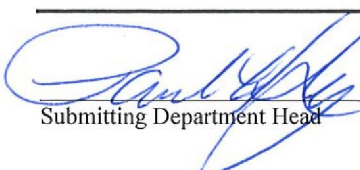
What are the likely consequences if the position is not filled? There will be longer response time to public tree trimming and removal requests. And there will be an increase in hazardous situations. Trees that are not maintained in a timely manner either fail or drop large limbs causing property damage or personal injury and increasing the number of insurance claims against the City of Waterloo.

APPROVALS

Annual salary requirements: \$50,461 to \$60,861 Hourly Rate: \$24.26 to \$29.26 Benefits: \$34,091
(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

9-1-22
Date

Mayor

Date

Chief Financial Officer

Date

Human Resources Director

Date

Human Resources Committee Chairperson

Date

PERSONNEL REQUISITION
Park Maintenance II – Forestry Apprentice

The following questions are provided as guidelines to assist you in developing your rationale for the position of Park Maintenance II - Forestry Apprentice in the Leisure Services Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

- (1) What are the key job responsibilities of this position?

Maintaining the 25,000 trees along the city streets, in the 52 parks, and in the 3 golf courses. The removal of hazardous trees and limbs is performed safely & efficiently by this position on a daily basis. This is an On-Call position responsible for responding to storm damage and other dangerous tree issues after hours. Training to become a Park Maintenance II – Forestry employee is another key responsibility. Many certifications, licenses, and industry credentials will need to be obtained in a 3 year time frame.

- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No; This position requires various certifications that only the forestry crew maintains and other employees in the department are already overloaded with required duties.

- (3) How is the work of this position being accomplished now?

Since the position is vacant the forestry crew is falling more and more behind in completing work orders at this time.

- (4) Are the filled positions in your department currently being utilized to their maximum potential?

Yes

- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

Filling this position maximizes the work that can be done on the City's urban tree resources with the equipment that we have. This position is classified as a critical employee of the City of Waterloo and must be On-Call to respond to after hour's storm damage calls and maintain 25,000 trees on public property.

- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

Cost savings would be in the future insurance premiums. The more dead limbs, hazardous limbs, split limbs, & decayed limbs that are trimmed off the city owned trees and the more dead, decayed, and hazardous city owned trees that are removed, the less chance of personal injury or property damage by the failing of these limbs or trees.

- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

OT or Comp time is normally only used for emergency situations during non-work hours. No more OT or Comp time would be paid out with this position added unless there was more than the normal number of emergency situations. The forestry work load gets bigger as a result of not having this position. This causes all requests to be delayed longer and longer.

- (8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible.

Over the last 3 years the workload has increased with the staffing level reduced. Three vacancies created in the last 3 years have left only 3 forestry crew members in the field. Forestry services requests are prioritized, but many are nearly 1 year behind in completing. Last year alone over 1000 trees were planted along Waterloo right of ways. These trees require maintenance. Our systematic tree pruning program was put on hold for 5 years while the crews worked on the removal of ash trees. This has created an increased demand for those forestry services due to various tree issues.

- (9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

The City of Waterloo's Leisure Services dept. and the mayor's office will have increased complaints of tree trimming and tree removal work not getting done. The costs will be insurance premium increases, as stop signs are not cleared of obstructing limbs in time, causing accidents; low limbs do not get trimmed in a timely manner, causing vehicular damage; dead or hazardous limbs or hazardous trees are not taken care of in a timely manner and fall causing property damage, personal injury, or death. There will also be a longer delay for storm damaged trees and debris to be removed from roadways or from the tops of cars or houses.

- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

The backlog of work orders increases.

- (11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

No. We have been outsourcing some of the duties of this position due to the current size of the crew and work load present – stump removals. It is cheaper to have the stumps removed in house by crew (including this position) especially when all other duties are considered. Leisure Services also needs a versatile crew to take care of many departmental responsibilities – maintaining 25,000 trees in 52 parks, 3 golf courses & street right of ways, maintaining vegetation clearance at stop signs and signals, root pruning for sidewalk program, removal of snow from park sidewalks and parking lots, trimming of vegetation along recreational trails, providing the ability to climb trees with a rope and saddle if equipment can't get to site, responding to Corps of Engineers tree removal requests to keep levees certified, installing flood walls when needed, etc... This position is part of a that versatile crew and critical to Leisure Services. There would not be any monetary savings to outsourcing when all duties are considered!

- (12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

This position ranks very high. The Iowa Code Section 364.12, paragraph c, requires municipalities to remove diseased trees or deadwood on publicly owned property or right-of-way. Therefore, it is the City of Waterloo's duty to make sure that we have a healthy urban forest resource that provides a safe place for Waterloo's citizens and visitors to travel on its streets or visit its parks or golf courses. This is a public safety position. Every year you read about several people who had a tree or large limb fall on them and kill them. We do not want that to happen in Waterloo!

- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

Goal 4 in Waterloo's Strategic Plan is to Enhance the image of Waterloo to residents and businesses inside and outside the community. Strategy 4.5 states -Maintain and develop community services and city facilities that support quality of place. Leisure services offers the community service of tree maintenance to support the quality of place in Waterloo. Without this position and its services provided, Waterloo would have more hazardous tree situations in its parks, golf courses, and along its city owned right-of-ways. These situations could lead to property damage, personal injury, or even death. And then those could lead to large insurance claims or lawsuits. This is a public safety position that directly correlates with the quality of life in Waterloo and a healthy & safe urban forest resource.

Submit resume by going to www.cityofwaterlooia.com clicking on Career Opportunities, reviewing the Park Maintenance II Forestry Apprentice description and following directions to submit cover letter and resume. **We will not accept mailed, faxed, hand-delivered or directly emailed resumes.** Deadline to submit resume is Noon on Friday, October 7, 2022

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

PARK MAINTENANCE II - FORESTRY APPRENTICE

DEPARTMENT : LEISURE SERVICES
WAGE : \$24.26/hour with five (5) \$1 increases during 3 years of training
FLSA : NON-EXEMPT
CIVIL SERVICE : INCLUDED
BARGAINING UNIT : MUNICIPAL EMPLOYEES LOCAL #177

GENERAL STATEMENT OF DUTIES

Park Maintenance II Forestry Apprentice participates in a prescribed curriculum becoming a highly skilled urban forestry professional, learning a variety of skilled forestry tasks such as planting, maintaining, and removing trees along streets, in parks and on other public property. Upon obtaining all credentials, certificates, & licenses at city's expense within designated time periods, and getting signed off in all competencies, the Apprentice will be granted the Park Maintenance II-Forestry title. The work is performed under the general direction of the City Forester, but often works independently and with minimum supervision. Will supervise seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS
(Illustrative Only)

These functions are considered essential for successful performance in this job classification and apprentice will be trained to perform.

1. Operates hydraulic aerial lift, log loader and other equipment used in planting, trimming, pruning and removing trees and stumps.
2. Removes dead, broken, misshapen and undesired branches using saws and other tools.
3. Perform tree rigging on the ground and aloft.
4. Participate in removal of downed trees & limbs and in the abatement of hazardous conditions caused by wind, snow, and ice storms.
5. Prunes to improve visibility at street intersections and traffic sign locations.
6. Climbs trees using rope and saddle to prune and remove trees at heights of 60 feet and higher in accordance with ANSI A300 pruning standards and ANSI Z133 Safety Standards.
7. Sharpens tools and cares for ropes and safety equipment.
8. Participates in department preventive maintenance program for vehicles and equipment.
9. Participates in application of pesticides and other chemicals in the care of trees.
10. Operates large vehicles such as aerial lifts, dump trucks, chip trucks, and log loaders.
11. Assists park maintenance crews with mowing and snow removal as needed.

12. Responds to questions from the public concerning tree care.
13. Directs the work activities of part time and seasonal workers as assigned.
14. Workload varies and may be repetitive.
15. Works independently and with others with minimum supervision.
16. Works outside in all weather conditions; works around moving mechanical equipment and electrical wires; work environment is dirty; low visibility during unfavorable weather; operates equipment and tools that cause vibration; occasionally exposed to chemicals; noise level is frequently loud; atmosphere may contain dust and fumes from traffic.
17. Attends work regularly at the designated place and time.
18. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City, and Leisure Services safety rules and regulations.
19. Attends training and successfully completes the prescribed course material.
20. Performs all other duties as assigned.

ABILITY TO LEARN HOW TO DO THE FOLLOWING

1. Basic knowledge of tree trimming, treatment and removal methods and techniques.
2. Climb trees using rope & saddle.
3. Perform an aerial rescue.
4. Knowledge of occupational hazards and safety procedures of forestry work.
5. Knowledge and skill in use and care of ropes, knots and the tools and equipment commonly used in tree care and removal operations.
6. Ability to operate a truck with hydraulic boom and grapple loader.

7. Ability to work from aerial lift, sometimes during windy or other unfavorable weather.
8. Basic knowledge of rigging methods and use & maintenance of tools and equipment of the trade.
9. Plant and maintain trees and shrubs.
10. Ability to supervise seasonal employees.
11. Ability to operate and drive machines such as grapple, aerial lift, chip truck, & dump truck, and operate tree spade, stump grinder, chipper, chainsaw, loppers, shovel, & trimming shears.
12. Perform field maintenance on some power equipment.
13. Accurately record work records in TreeKeeper8 software on Ipad.
14. Ability to respond to questions and comments from members of the public tactfully and politely, in a clear, concise and easily understandable manner.
15. Ability to communicate effectively and maintain working relationships with other City employees, supervisors and the public.
16. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE

1. High school graduate/GED.
2. Valid driver's license and good driving record based on City of Waterloo driver performance criteria. **Iowa Class A Commercial driver's license required within 12 months at the employee's expense.** A candidate with any of the following will not be considered for employment: Loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of

employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five year period; four or more citations for moving violations within the previous three year period excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

TRAINING TIMELINE OBJECTIVES

Apprentice must obtain all credentials, certificates, & licenses within designated time periods of each of the 5 levels. Failure to obtain the listed objectives at each level within the given timeline will result in termination.

Level 1 - Within First 6 months of hire.

1. Earn the Tree Care Industry Association (TCIA) Introduction to Arboriculture Safety Certificate.
2. Obtain and maintain an Iowa Pesticide Applicator's License.
3. Earn the TCIA Electrical Hazard Awareness Program Certification.

Level 2 - Within First 12 Months

1. Obtain Iowa Class A Commercial Driver's License with air brake endorsement.
2. Earn the TCIA Ground Operations 1: Fundamentals credential.
3. Earn the TCIA Ground Operations 2: Chipper Specialist credential.
4. Earn the TCIA Ground Operations 3: Chainsaw Specialist credential.
5. ACRT Basic Arborist Certificate or equivalent program approved by City Forester.

Level 3 - Within 18 Months

1. Earn the TCIA Ground Operations 4: Tree Rigging and Removal.
2. Earn the TCIA Aerial Lift Operations 1: Fundamentals credential.
3. Earn the TCIA Tree Climber Specialist credential (soon to be changed to Tree Climber 1: Fundamentals).

Level 4 - Within 24 Months

1. Earn the TCIA SRT Climber credential (Soon to be changed to Tree Climber 2: Aerial Work Specialist).
2. Earn the TCIA Tree Care Specialist credential.
3. Complete the TCIA Aerial Rescue Training Program (Soon to be changed to Tree Climber 3: Climbing Aerial Rescue).
4. ACRT Advanced Arborist Certificate or equivalent program approved by City Forester.

Level 5 - Within 36 Months

1. Obtain and maintain ACRT Line Clearance Tree Trimmer Certification which includes passing tree climbing test.

ON-THE-JOB LEARNING

Apprentice is required to participate in On-the-job learning and related instruction in technical subjects related to the occupation. Tracking progression of experience on-the-job shall be done by competency-based performance evaluation system at 6 month intervals. Apprentice must become 'proficient in tasks' in all areas of the competency-based measure of skill acquisition within 36 months of start date. Failure to do so within the timeframe will result in termination.

FORESTRY APPRENTICE CONTRACT

Apprentice shall enter into binding agreement with City of Waterloo in which the apprentice acknowledges that all credentials, licenses, certifications, and training programs must be completed within the time frame in each of the 5 levels in the Training Timeline as well as getting signed off in all competencies in the on-the-job learning to become fully trained and recognized as a Park Maintenance II – Forestry employee.

ESSENTIAL PHYSICAL ABILITIES

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

1. Sufficient strength to perform assigned tasks (lifting branches and logs up to 300 pounds with weight distributed among crew members).
2. Sufficient strength to climb trees and perform work at heights up to 60 feet or more using only a climbing rope and saddle. Must be able to pull own body weight up tree on a rope.
3. Sufficient speech and hearing that permits the employee to communicate effectively with other workers in person or over a radio, and to safely operate equipment, often along busy streets.
4. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient color vision to identify dead or diseased foliage; sufficient dexterity to safely operate powered and manual forestry tools and equipment; sufficient hearing to understand verbal instructions, respond to questions from the public, diagnose equipment malfunctions and hear approaching traffic.
5. Sufficient personal mobility that permits the employee to safely operate a variety of motorized and manual park and forestry equipment in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, hardhat, gloves, safety vest, protective clothing and respirator.
2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
3. Must participate in On-Call rotation with other forestry personnel to standby to report to work in the event of an emergency during normal time off from May 1 to October 31.
4. Must comply with City of Waterloo

Residency Policy for Critical Employees (must live within thirty-mile radius of Waterloo City Hall). Will be given a reasonable period to satisfy this requirement as determined by the department head.

5. Following a conditional offer of employment, the City of Waterloo requires a physical examination including a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical exam and drug test will result in withdrawal of the employment offer.
6. The City of Waterloo will conduct a background investigation including education and employment history checks on any applicant being considered for this position. After a conditional offer of employment the City of Waterloo will conduct a criminal history check.
7. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Will generally work Monday-Friday 7:00 a.m.-3:30 p.m. with a half-hour unpaid lunch. May be required to report during emergency situations or work overtime during/after damaging storm events. May be required to assist Public Works Department with snow removal.

PHYSICAL EXAMINATION

All qualified candidates who apply by the deadline will be required to perform a physical examination. This is a pass/fail examination that tests the candidate's agility, endurance, and strength.

ORAL EXAMINATION

All qualified candidates who pass the physical examination will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular

employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the military or naval forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test.

ORAL & PHYSICAL EXAMINATION DATES

All qualified candidates who apply by the deadline date will be notified of the time, place and date of the physical examinations. Those that pass the physical examination will be notified of the time, place, and date of the oral examination.

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

PARK MAINTENANCE II FORESTRY APPRENTICE DESCRIPTION
August 23, 2022

Park Maintenance II – Forestry Apprentice Contract

The Park Maintenance II – Forestry Apprentice program is building the foundation of forestry knowledge by giving apprentices five levels of training based on the Department of Labor's registered apprentice program. The City of Waterloo has designed their own program to provide apprentices the education and training at the City's expense fulfilling all of those same learning competencies. The contract below explains the duties and responsibilities of both parties as well as expected milestones in the learning principles of the program.

This Contract dated _____ serves as a binding agreement between the City of Waterloo and _____, Park Maintenance II - Forestry Apprentice.

Purpose of Contract: Park Maintenance II - Forestry Apprentice acknowledges that all credentials, licenses, certifications, and training programs must be completed within the time frame in each of the 5 levels in the Training Timeline shown below as well as getting signed off in all competencies in the on-the-job learning section of this contract to become fully trained and recognized as a Park Maintenance II – Forestry employee.

This apprenticeship program is not a formal program registered with the Department of Labor. Instead it is an informal apprenticeship program that uses most of the same requirements as the formal program, but it is more customized to fit the City of Waterloo's needs. The City of Waterloo is confident that an apprentice in this program will obtain the required skills of the arboriculture trade if the effort is put forth.

Duties and Responsibilities of the City of Waterloo

1. Ensure adequate and safe equipment and facilities for training
2. Ensure there are qualified training personnel and adequate supervision on the job

Duties and Responsibilities of the Apprentice

1. Perform diligently and faithfully the work of the occupation and other pertinent duties assigned by the City of Waterloo.
2. Respect the property of the City of Waterloo and abide by the working rules and regulations of the City.
3. Attend, complete, and pass the required training and On-The-Job Learning
4. Develop and practice safe working habits and work in such a manner as to assure personal safety and that of other fellow workers.

If the 5 Levels in the Training Timeline are not accomplished within the time frame given or the competencies in the On-the-Job learning are not all signed off as Proficient in Task within 36 months of start date, Forestry Apprentice understands and accepts that termination will result.

Pay raises have been negotiated with the Construction and Public Employees LiUNA Local 177 Union. These raises are directly associated with completing each of the 5 levels in the training timeline. Apprentice starts at \$5 less than PMII-Forestry. One dollar (\$1) pay raise will be granted each time a Park Maintenance II – Forestry Apprentice satisfies all requirements in one of the 5 training levels within the required time frame. Upon completion of Level #5 and the completion of the On-The-Job Learning the apprentice's title will change to Park Maintenance II—Forestry and receive the last one dollar pay raise.

Future union negotiated pay raises will be incorporated into the base pay scale.

TRAINING TIMELINE

Apprentice must obtain all credentials, certificates, & licenses within designated time periods of each level shown below. Failure to obtain the listed objectives within any of the Levels will result in termination.

Level #1 to be completed within the first 6 months of hire

1. Earn the Tree Care Industry Association (TCIA) Introduction to Arboriculture Safety Certificate.
2. Obtain and maintain an Iowa Pesticide Applicator's License (Category 3OT and/or Category 6)
3. Earn the TCIA Electrical Hazard Awareness Program Certification

Level #2 to be completed within the first 12 months of hire

1. Obtain Iowa Class A Commercial Driver's License with air brake endorsement.
2. Earn the TCIA Ground Operations 1: Fundamentals credential
3. Earn the TCIA Ground Operations 2: Chipper Specialist credential
4. Earn the TCIA Ground Operations 3: Chainsaw Specialist credential
5. Obtain ACRT Basic Arborist Training Program Certificate or equivalent program approved by City Forester

Level #3 to be completed within the first 18 months of hire

1. Earn the TCIA Ground Operations 4: Tree Rigging and Removal
2. Earn the TCIA Aerial Lift Operations 1: Fundamentals credential
3. Earn the TCIA Tree Climber Specialist credential (Soon to be changed to Tree Climber 1: Fundamentals)

Level #4 to be completed within the first 24 months of hire

1. Earn the TCIA SRT Climber credential (Soon to be changed to Tree Climber 2: Aerial Work Specialist)
2. Earn the TCIA Tree Care Specialist credential
3. Complete the TCIA Aerial Rescue Training Program (Soon to be changed to Tree Climber 3: Climbing Aerial Rescue)
4. Obtain ACRT Advanced Arborist Training Program Certificate or equivalent program approved by City Forester

Level #5 to be completed within the first 36 months of hire*

1. Obtain and maintain ACRT Line Clearance Tree Trimmer Certification which includes passing tree climbing test.

*Upon completion of level #5 and completion of On-The-Job Learning, PM II – Forestry Apprentice title changes to Park Maintenance II – Forestry and the final \$1 increase will be granted.

TCIA is currently making some changes in their credential programs. It is likely that over the next 2 years that there will be some title changes and minor course changes. Some training programs may be challenging to register in due to available training opportunities. The City Forester will determine if an extension of time is warranted for such circumstances.

ON-THE-JOB LEARNING

Apprentice is required to participate in On-the-Job Learning and related instruction in technical subjects related to the occupation. Tracking progression of experience on-the-job shall be done by competency-based performance evaluation system at 6 month intervals. The evaluation form is shown below.

Ratings are:

No Ability – Apprentice has no ability to perform task.

Demonstrates fundamentals – Apprentice can perform the task with some coaching

Proficient in Task – Apprentice performs task independently, properly, and consistently.

Apprentices need to be “proficient in task” in each category within 36 months of start date.

Apprentice Name: _____

Start Date: _____

1)Adhere to ANSI Z133 standards and employer safety standards for all work				
Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Inspect, maintain and use the appropriate personal protective equipment				
B. Inspect, maintain and use the appropriate tool, equipment, or vehicle				
C. Assess trees for defects and hazards				
D. Establish and maintain safe work sites and zones				
E. Demonstrate safe practices and appropriate use of personal fall protection equipment for work aloft				

2)Perform Plant Health Care Diagnostics

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Identify deciduous trees and shrubs				
B. Identify evergreen trees and shrubs				
C. Perform tree inspection to determine viability and strength of tree				
D. Identify damaging insects of trees and shrubs				
E. Identify diseases of trees and shrubs				
F. Identify abiotic stresses of trees and shrubs				

3)Perform rigging on the ground and aloft

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Determine the removal plan				
B. Estimate the maximum load weight based on equipment available				
C. Install and use a rigging system to lower the load directly to the ground				
D. Install and use a rigging system to move the load laterally				

4)Access trees by climbing with a rope and saddle

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Perform a pre-work inspection of all equipment/tools				
B. Perform a pre-work inspection of the tree and site				
C. Install work positioning lines from the ground				
D. Ascend tree canopy				
E. Position to work aloft				
F. Maneuver through canopy				
G. Descend the tree				
H. Retrieve the rope(s) and equipment				

5) Operate a chainsaw on the ground and aloft

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Safely start and control the chain saw				
B. Perform brush cutting				
C. Perform felling				
D. Perform limbing and bucking				
E. Cut wood under tension and compression				
F. Perform removal cuts				
G. Perform pruning cuts				
H. Safely secure and transport the chain saw				
I. Perform field maintenance				

6) Operate a chipper

Competencies	No Ability	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Prepare brush and wood material				
B. Position the chipper				
C. Chip brush and wood material following safety protocol				
D. Perform required maintenance				

7) Prune trees and shrubs from the ground and aloft, according to current ANSI A300 standards

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Determine the pruning objective(s)				
B. Perform proper pruning cuts using the appropriate hand tools and pole tools				
C. Perform proper branch reduction cuts				
D. Perform crown cleaning				
E. Perform crown raising				
F. Perform structural pruning				
G. Perform pruning of young tree training				

8) Remove trees and shrubs

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Remove limbs				
B. Remove trunk sections				
C. Fell trunks or entire tree				

9)Operate aerial lift truck

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate Aerial lift unit according to operator manual				
B. Perform required maintenance				

10)Operate log loader

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate log loader unit according to operator manual				
B. Perform required maintenance				

11)Operate stump grinder

Competencies	No Competency	Demonstrate Fundamentals	Proficient in Tasks	Completion Date & Initial
A. Operate stump grinder according to operator manual				
B. Perform required maintenance				
C. Change pockets & grinder teeth				

I, _____, Park Maintenance II – Forestry Apprentice, agree with the terms of this contract and understand that I will be terminated if 1) I do not complete the 5 levels of training in the given timelines and 2) I do not become 'proficient in tasks' in all areas of the competency-based measure of skill acquisition within 36 months of start date.

John or Jane Doe, Park Maintenance II – Forestry Apprentice

Lance Dunn, HR Director

Todd Derifield, Park Superintendent/City Forester

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: Park Maintenance II-Forestry Apprentice Department: Leisure Services

Reports To: City Forester Work Location: 1101 Campbell Ave.

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: 177
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: J Lamprecht & C Cook, Park Maintenance II-Forestry
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 3/11/19 & 10/2/19 Date of final payout: 3/29/19 & 10/25/19

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: Mon-Fri(7am-3:30pm)

Justification of need for position: This position is a critical employee and is required to maintain the 25,000 trees in Waterloo's 52 parks, 3 golf courses, and along street rights-of-way. This position is crucial in maintaining a safe urban forest. Forestry Apprentice program was developed as the result of not being able to find qualified arborists to fill forestry vacancies over the last 3 years.

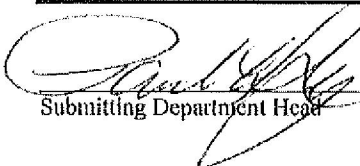
What are the likely consequences if the position is not filled? There will be longer response time to public tree trimming and removal requests. And there will be an increase in hazardous situations. Trees that are not maintained in a timely manner either fail or drop large limbs causing property damage or personal injury and increasing the number of insurance claims against the City of Waterloo.

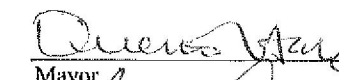
APPROVALS

Annual salary requirements: \$50,461 to \$60,861 Hourly Rate: \$24.26 to \$29.26 Benefits: \$34,091
(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: _____

 9-1-22
Submitting Department Head Date

 _____
Mayor Date

 9/8/22
Human Resources Director Date

Chief Financial Officer Date

Human Resources Committee Chairperson Date

Missy Gearhart

From: Ray Feuss
Sent: Thursday, September 8, 2022 10:06 AM
To: Missy Gearhart
Subject: Re: Personnel Requisition items

Missy

I give my approval for the staffing discussed today.

Ray

From: Missy Gearhart
Sent: Tuesday, September 6, 2022 10:36:16 AM
To: Ray Feuss; QUENTIN HART
Subject: Personnel Requisition items

Good morning personnel req committee members,

Here is the agenda for the meeting Thursday and the items as submitted by the managers.

The Librarian request is a position to hire as usual.

The fire It is to hire a replacement off an active list.

The fire fighter is to hire for the person who is getting promoted to It, we are in the process of certifying a list to hire from.

The airport position was brought to this committee, civil service, and then posted and Keith wanted to totally revamp the job description. We have continued to advertise the position with the approved job description but he would like to get the revised edition approved and update it.

The forestry requisition is for the apprentice program in leisure services.

Thank you,

Missy

Missy Gearhart

Missy Gearhart, MOL, SPHR, SHRM-CP

Assistant Human Resources Director

City of Waterloo

P 319-291-4303 ext 3375

F 319-291-4569

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Cont 951_Final Qty Summary	Backup Material

SUBJECT:

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.

Submitted by:

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

Summary Statement:

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net decrease to the total project cost.

FINAL QUANTITY SUMMARY
F.Y. 2021 SANITARY SEWER GATEWELL REPAIRS -- PHASE I
CITY CONTRACT NO. 951
AECOM NO. 60549334/60658672

ITEM NO.	ITEM CODE	ITEM	UNIT	BID PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	QUANTITY DIFFERENCE	INCREASE/DECREASE	FINAL AMOUNT
1		MOBILIZATION & GENERAL ITEMS	LS	\$ 573,530	1	1	-	\$ -	\$ 573,530.00
2		GATEWELL 3C-1	LS	\$ 108,999	1	1	-	\$ -	\$ 108,999.00
3		GATEWELL 3C-3	LS	\$ 150,073	1	1	-	\$ -	\$ 150,073.00
4		GATEWELL 3C-4	LS	\$ 112,165	1	1	-	\$ -	\$ 112,165.00
5		GATEWELL 3C-5	LS	\$ 103,594	1	1	-	\$ -	\$ 103,594.00
6		GATEWELL 5D-2	LS	\$ 125,095	1	1	-	\$ -	\$ 125,095.00
7		GATEWELL 5D-3	LS	\$ 79,093	1	1	-	\$ -	\$ 79,093.00
8		GATEWELL 5F-1	LS	\$ 102,057	1	1	-	\$ -	\$ 102,057.00
9		GATEWELL 5F-2	LS	\$ 162,892	1	1	-	\$ -	\$ 162,892.00
10		GATEWELL 5F-3	LS	\$ 92,406	1	1	-	\$ -	\$ 92,406.00
11		GATEWELL 5F-4	LS	\$ 78,240	1	1	-	\$ -	\$ 78,240.00
12		GATEWELL 5F-5	LS	\$ 149,036	1	1	-	\$ -	\$ 149,036.00
13		INVESTIGATING VALVEWELL 5F-6	LS	\$ 4,418	1	0	(1.0)	\$ (4,418.00)	\$ -
14		GATEWELL 5F-7	LS	\$ 156,815	1	1	-	\$ -	\$ 156,815.00
15		GATEWELL 3D-2	LS	\$ 147,106	1	1	-	\$ -	\$ 147,106.00
16		GATEWELL 3D-3	LS	\$ 131,179	1	1	-	\$ -	\$ 131,179.00
17		GATEWELL 3D-4	LS	\$ 135,924	1	1	-	\$ -	\$ 135,924.00
18		GATEWELL 3D-5	LS	\$ 97,193	1	1	-	\$ -	\$ 97,193.00
19		GATEWELL 3E-3	LS	\$ 182,717	1	1	-	\$ -	\$ 182,717.00
20		INVESTIGATING GATEWELL 1-1 (Base Bid)	LS	\$ 25,771	1	0	(1.0)	\$ (25,771.00)	\$ -
21		GATEWELL 1-2	LS	\$ 102,287	1	1	-	\$ -	\$ 102,287.00
22		INVESTIGATING GATEWELL 3A-1 (Base Bid)	LS	\$ 25,771	1	0	(1.0)	\$ (25,771.00)	\$ -
23		GATEWELL 3A-2	LS	\$ 102,424	1	1	-	\$ -	\$ 102,424.00
24		INVESTIGATING GATEWELL 5A-1 (Base Bid)	LS	\$ 36,717	1	1	-	\$ -	\$ 36,717.00
25		GATEWELL 5A-2 (Total Changed in CO#02)	LS	\$ 73,793	1	0.05	(0.95)	\$ (70,103.35)	\$ 3,689.65
26		GATEWELL 5A-3	LS	\$ 73,571	1	1	-	\$ -	\$ 73,571.00
27		GATEWELL 5A-4	LS	\$ 74,195	1	1	-	\$ -	\$ 74,195.00
28		GATEWELL 1-1 (Bid Alternate)	LS	\$ 112,264	1	1	-	\$ -	\$ 112,264.00
29		GATEWELL 3A-1 (Bid Alternate)	LS	\$ 111,551	1	1	-	\$ -	\$ 111,551.00
30		GATEWELL 5A-1 (Bid Alternate) (Total Changed in CO#02)	LS	\$ 99,830	1	0.25	(0.75)	\$ (75,331.00)	\$ 24,499.00
31		Valve Well 5F-6 (Bid Alternate)	LS	\$ 56,594	1	1	-	\$ -	\$ 56,594.00
		ORIGINAL CONTRACT INCREASE/DECREASE						\$ (201,394.35)	
		CONTRACT MODIFICATIONS							
1-1		ELECTRIC MOTOR ACTUATOR	LS	\$ 19,214.20	0.00	1.00	1.0	\$ 19,214.20	\$ 19,214.20
1-2		BYPASS PUMPING AT 5F-2	LS	\$ 13,267.46	0.00	1.00	1.0	\$ 13,267.46	\$ 13,267.46
2-1		BYPASS PUMPING AT 3C-1	LS	\$ 96,043.68	0.00	1.00	1.0	\$ 96,043.68	\$ 96,043.68
3-1		DEMOLITION ELIMINATED FROM PROJECT (MISC. LINE ITEMS)	LS	\$ (53,509.22)	0.00	1.00	1.0	\$ (53,509.22)	\$ (53,509.22)
3-2		ROTO-ROOTER SERVICES AT 3E-3	LS	\$ 14,778.49	0.00	1.00	1.0	\$ 14,778.49	\$ 14,778.49
		CONTRACT MODIFICATIONS INCREASE/DECREASE						\$ 89,794.61	

Pay Estimate Number 1	\$ 95,349.36		
Pay Estimate Number 2	\$ 69,068.71		
Pay Estimate Number 3	\$ 138,992.39	Original Contract Amount	\$ 3,587,300.00
Pay Estimate Number 4	\$ 191,685.85	Original Contract Modification Amount	\$ -
Pay Estimate Number 5	\$ 389,279.62	Increase/Decrease Contract Modification	\$ (111,599.74)
Pay Estimate Number 6	\$ 156,077.49	Final Contract Amount	\$ 3,475,700.26
Pay Estimate Number 7	\$ 168,469.03		
Pay Estimate Number 8	\$ 177,471.67		
Pay Estimate Number 9	\$ 78,884.25		
Pay Estimate Number 10	\$ 263,680.62		
Pay Estimate Number 11	\$ 133,800.35		
Pay Estimate Number 12	\$ 239,745.75		
Pay Estimate Number 13	\$ 336,756.65		
Pay Estimate Number 14	\$ 388,933.76		
Pay Estimate Number 15	\$ 473,719.75		
Pay Estimate Number 16 (Retainage)	\$ 173,785.01		
Total All Payments	\$ 3,475,700.26		



AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

November 14, 2022

Mr. Wayne Castle
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Subject: **FY 2021 Sanitary Sewer Gatewell Repairs – Phase I**
City of Waterloo, Iowa
City Contract No. 951
AECOM #60549334 / 60658672

Dear Mr. Castle:

Attached is Final Quantity Summary and Release Retainage Request for the FY2021 Sanitary Sewer Gatewell Repairs – Phase I project.

The construction work for this project is now complete. The Contractor has submitted a Maintenance Bond (attached). The final pay estimate to release retainage in the amount of \$173,785.01 can be paid to Woodruff Construction, Inc., per the requirements of the contract.

The original contract was for \$3,587,300.00. With adjustments in quantities in the field and change orders the final contract total was \$3,475,700.26. The project has a net deduction of (\$111,599.74).

Please let us know if you have any questions.

Yours sincerely,

Ginger I L'Heureux, PE

Attachment: As Noted

V60658672\600_Construction_Support\660_Pay Applications\2022.11._FY21SanSwrGatewellRprPHI_RelRet_Memo_Woodruff.docx

CITY OF WATERLOO

Council Communication

Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Smoke O's, 1509 Flammang Drive.

City Council Meeting: 12/5/2022

Prepared:

SUBJECT:

Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Smoke O's, 1509 Flammang Drive.

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Council Packet	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 the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by 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.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted herewith is 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.

The Planning and Zoning Commission unanimously recommended approval of this request at their November 1st, 2022 meeting.

The request would not appear to have a negative impact on the surrounding neighborhood which mostly consists of abutting agricultural land, commercial uses, and residential across Highway 218.

The request to construct a new restaurant and associated parking area does not appear to have a negative impact upon nearby properties or land uses. The site will be accessed from E Shaulis Road, which is classified as a Minor Arterial. Highway 218 to the east is classified as a Principle Arterial.

The area of the proposed site is currently zoned “A-1” Agricultural District

and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and zoning are as follows:

North – Highway 218; Commercial Development with some vacant land, zoned “M-1” Light Industrial District.

South – Agricultural land and Lost Worlds Theme Park, zoned “A-1” Agricultural District; and “C-P” Planned Commercial District.

East – Residential area, zoned “M-1” Light Industrial District and “R-1, R-P” Planned One and Two Family Residence District.

West – Agricultural land, Lost Island Water Park and Isle Hotel and Casino, zoned “A-1” Agricultural District and “C-P” Planned Commercial District.

The applicant is requesting to rezone a 3.46 acre property northeast of 2600 E. Shaulis Road to construct a restaurant. The proposed “C-P” designation is intended for the residential and commercial development of tracts of land on a unit basis, allowing greater flexibility and diversification of land uses and building locations than the conventional single lot method. The C-P zoning will enable the restaurant to have greater flexibility in regards to setbacks, lot configuration, and other parameters associated with building on a triangular lot. And as a site plan specific district, it will ensure for a compatible design of the development to fit with existing and planned future development of the area.

Neighborhood Impact:

The proposed parking lot contains 110 stalls with four of those stalls being reserved for handicap parking. The size of the building is 7,813 square feet, with 4,768 SF of indoor patron use area. Per the Zoning Ordinance, one parking space is required for every 100 square feet of indoor patron use area and one space for every 200 square feet of outdoor patron use area. This equates to 59 total required parking stalls, and 110 are being provided to exceed the requirement.

The applicant is proposing hardie board siding with galvanized steel wainscoting. Cherry wood colored aluminum metal panels will be located around the windows to implement more details on the façade. The patio will be accessed by three full glass aluminum overhead sectional doors. The proposed design is compatible with the surrounding area.

Therefore, staff recommends that the 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, be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
 2. The request would not appear to have a negative impact upon pedestrian and traffic conditions within the surrounding area.
 3. The site will bring a neighborhood commercial use to a tourism destination north of a residential area that sits along Waterloo’s Highway 218 Corridor.
- And subject to the following conditions:

1. That sidewalk be installed along the frontage of the property.
2. That sidewalk approaches and curb drops be installed to connect pedestrians from the site in question to the bike trail across Shaulis Road.
3. That the Shaulis Road pedestrian crossing will initially be an unmarked crossing, however the applicant would be responsible to install the crossing

and related elements (painting, signage and wired rectangular rapid flashing beacons) in the future if the City of Waterloo determines that they are warranted based on pedestrian use and safety.

4. That a street light be installed within the right-of-way of Shaulis Road at the proposed driveway.

5. That the final site plan meets all applicable city codes, regulations, etc. including but not limited to, parking, landscaping, screening, drainage, etc.

Data/Analysis and Strategies: Zoning, Land Use and Economic Development.

Community Engagement Methods: Notice was sent to all properties within 250 feet of the proposed rezone and there has been no opposition.

Expenditure Required/Source of Funds: None

That part of Government Lot 4, in Section 12;
And

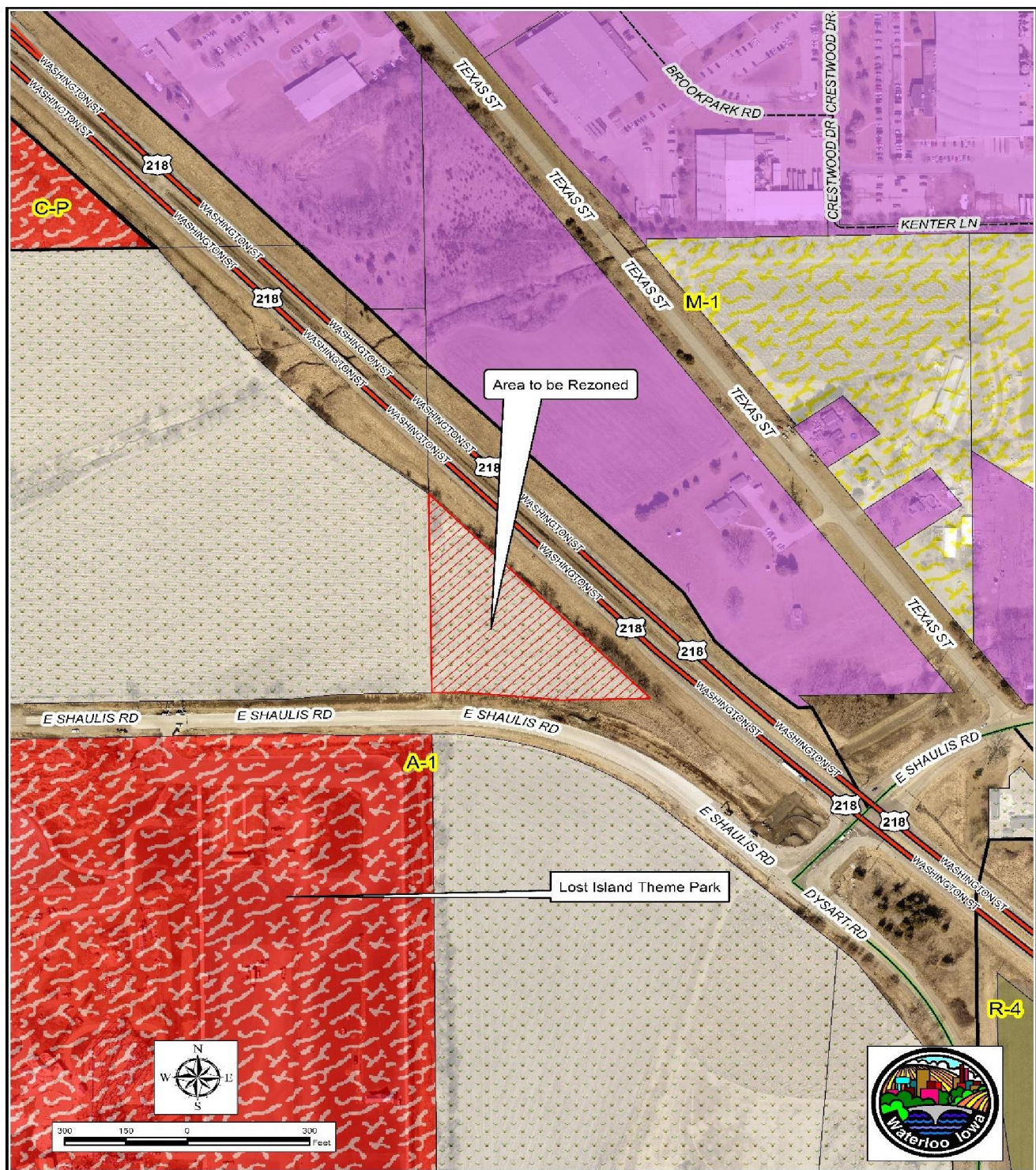
That part of the Southeast Quarter of the Southeast Quarter of Section 12, Township 88 North, Range 13 West of the 5th Principal Meridian, in Black Hawk County, Iowa lying Southwesterly of the center line of U. S. Highway Number 218 except that part deeded to the State of Iowa in 538 LD 150.

And

Legal Descriptions: That part of the Southeast Quarter of the Southeast Quarter Section 12, Township 88 North, Range 13 West of the 5th Principal Meridian, Black Hawk County, Iowa described as follows:

Commencing at the Southeast corner of said Section 12; thence South 88 degrees, 43 ½ minutes West 397.8 feet along the South line of the Southeast Quarter of said Section 12 to the point of beginning; thence continuing on said South line South 88 degrees 43 ½ minutes West 35.5 feet; thence North 49 degrees 56 ½ minutes West 147.4 feet; thence North 45 degrees 21 ½ minutes West 128.9 feet; thence North 28 degrees 56 ½ minutes West 154.2 feet; thence South 44 Degrees 33 minutes East 448.6 feet to the point of beginning.

REQUEST:	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.
APPLICANT:	Bruce Gerleman, 303 Locust Street, Suite 150, Des Moines, IA, 50309.
GENERAL DESCRIPTION:	The applicant is requesting to rezone the property in question to construct a 7,813 square foot restaurant with a patio.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the surrounding neighborhood which mostly consists of abutting agricultural land and residential across Highway 218.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request to construct a new restaurant and associated parking area does not appear to have a negative impact upon nearby properties or land uses. The site will be accessed from E Shaulis Road, which is classified as a Minor Arterial. Highway 218 to the east is classified as a Principle Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Shaulis Road Trail is located directly south of the site along E Shaulis Rd. The proposed restaurant will also have a sidewalk that will extend from the trail to the building. It should be a condition to require that the applicant install approaches for a mid-block crossing, and potentially be required to install the crossing including rectangular rapid flashing beacons in the future if determined to be warranted. Sidewalk should also be required to be installed along the frontage of the property, so that it could potentially be connected to the sidewalk and trail system as adjacent parcels are developed.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area of the proposed site is currently zoned “A-1” Agricultural District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and zoning are as follows: North – Highway 218; Commercial Development with some vacant land, zoned “M-1” Light Industrial District. South – Agricultural land and Lost Worlds Theme Park, zoned “A-1” Agricultural District; and “C-P” Planned Commercial District. East –Residential area, zoned “M-1” Light Industrial District and “R-1, R-P” Planned One and Two Family Residence District. West – Agricultural land, Lost Island Water Park and Isle Hotel and Casino, zoned “A-1” Agricultural District and “C-P” Planned Commercial District.



DEVELOPMENT HISTORY:

The surrounding development was constructed between 2001 and 2022.

BUFFERS/ SCREENING REQUIRED:

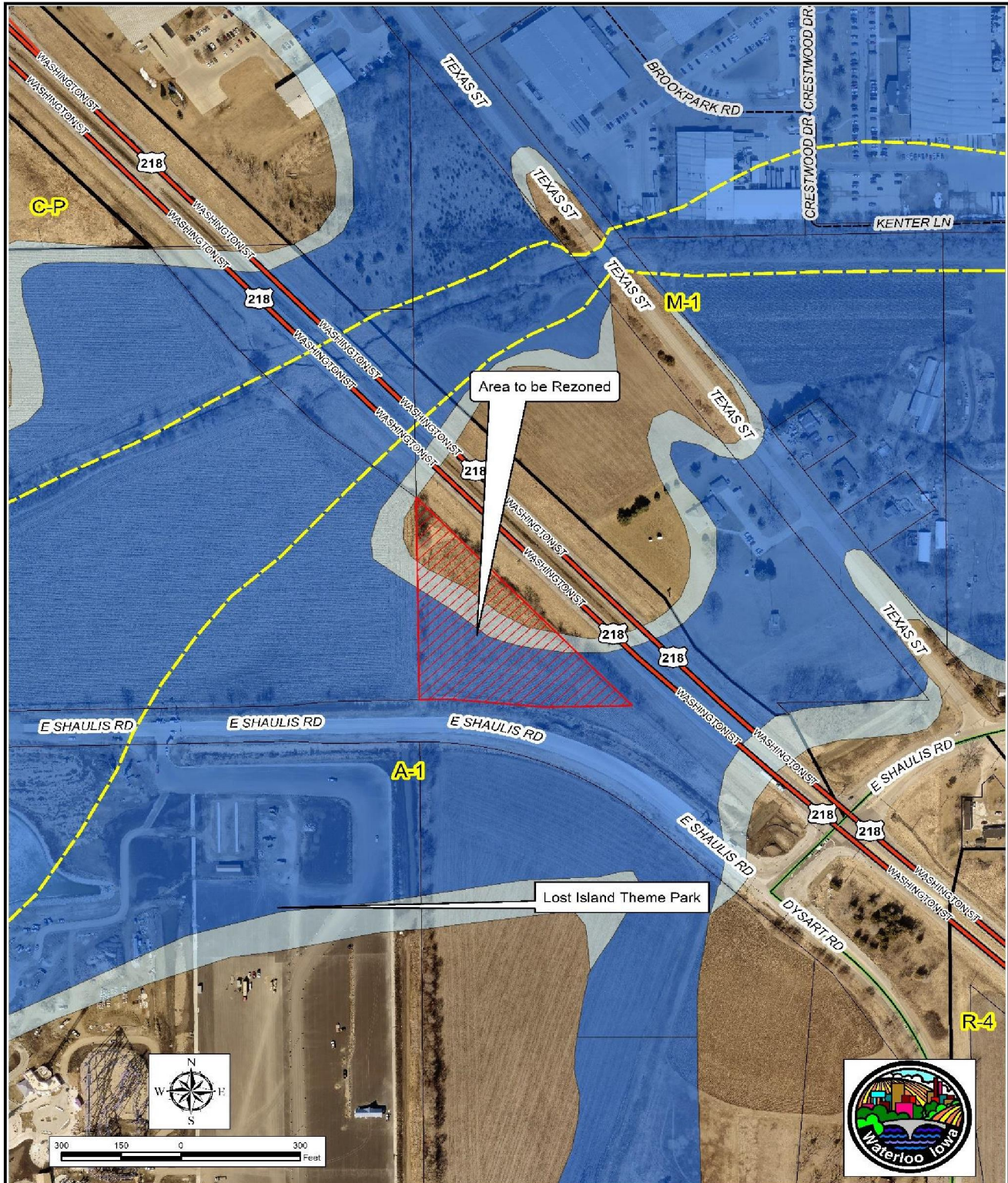
There is no screening required in relation to this request.

DRAINAGE:

A drainage plan will be required to be submitted. The site plan shows a proposed detention pond.

FLOODPLAIN:

The property is mostly located in Zone AE (100 year floodplain) which is a Special Flood Hazard Areas as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0308F, dated July 18, 2011. The structure will be elevated to have a finished floor elevation of 851.5 feet or 2.5 feet above the base flood evaluation.



PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools located within the vicinity of the proposed restaurant.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is 15" sanitary sewer line located within a 30' sanitary sewer easement to the west and a 16" water main along E Shaulis Road.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this property as Mixed Commercial: Medium to High Density Residential; Professional Officials, and Neighborhood Commercial. The proposed land use is in conformance with the Future Land Use Map for this area. The site is located in the Primary Growth Area as identified in the City's Comprehensive Plan.
STAFF ANALYSIS ZONING ORDINANCE:	The applicant is requesting to rezone a 3.46 acre property northeast of 2600 E. Shaulis Road to construct a restaurant. The proposed "C-P" designation is intended for the residential and commercial development of tracts of land on a unit basis, allowing greater flexibility and diversification of land uses and building locations than the conventional single lot method. The C-P zoning will enable the restaurant to have greater flexibility in regards to setbacks, lot configuration, and other parameters associated with building on a triangular lot. And as a site plan specific district, it will ensure for a compatible design of the development to fit with existing and planned future development of the area. The proposed parking lot contains 110 stalls with four of those stalls being reserved for handicap parking. The size of the building is 7,813 square feet, with 4,768 SF of indoor patron use area. Per the Zoning Ordinance, one parking space is required for every 100 square feet of indoor patron use area and one space for every 200 square feet of outdoor patron use area. This equates to 59 total required parking stalls, and 110 are being provided to exceed the requirement. The applicant is proposing hardie board siding with galvanized steel wainscoting. Cherry wood colored aluminum metal panels will be located around the windows to implement more details on the façade. The patio will be accessed by three full glass aluminum overhead sectional doors. The proposed design is compatible with the surrounding area.
TECHNICAL REVIEW COMMITTEE:	<i>There were no comments at Tech Review for this request.</i>
STAFF ANALYSIS SUBDIVISION ORDINANCE:	There is no platting in relation to this request.



Picture 1: Lost Island Theme park is located across from the rezone area.



Picture 2: Looking west along East Shaulis Road to Lost Island Theme Park entrance.



Picture 3: Looking southeast along Shaulis Road toward Dysart Road and US Highway 218.



Picture 4: Looking east toward US Highway 218 along rezone area.



Picture 5: Looking north along the west side of the property being proposed for rezoning.



Picture 6: Looking from rezone area toward Isle of Capri Casino.



Picture 7: Looking along the southern rezone area.



Picture 8: Current bridge work on East Shaulis just west of the rezone area.

STAFF
RECOMMENDATION

Therefore, staff recommends that the 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, be approved for the following reasons:

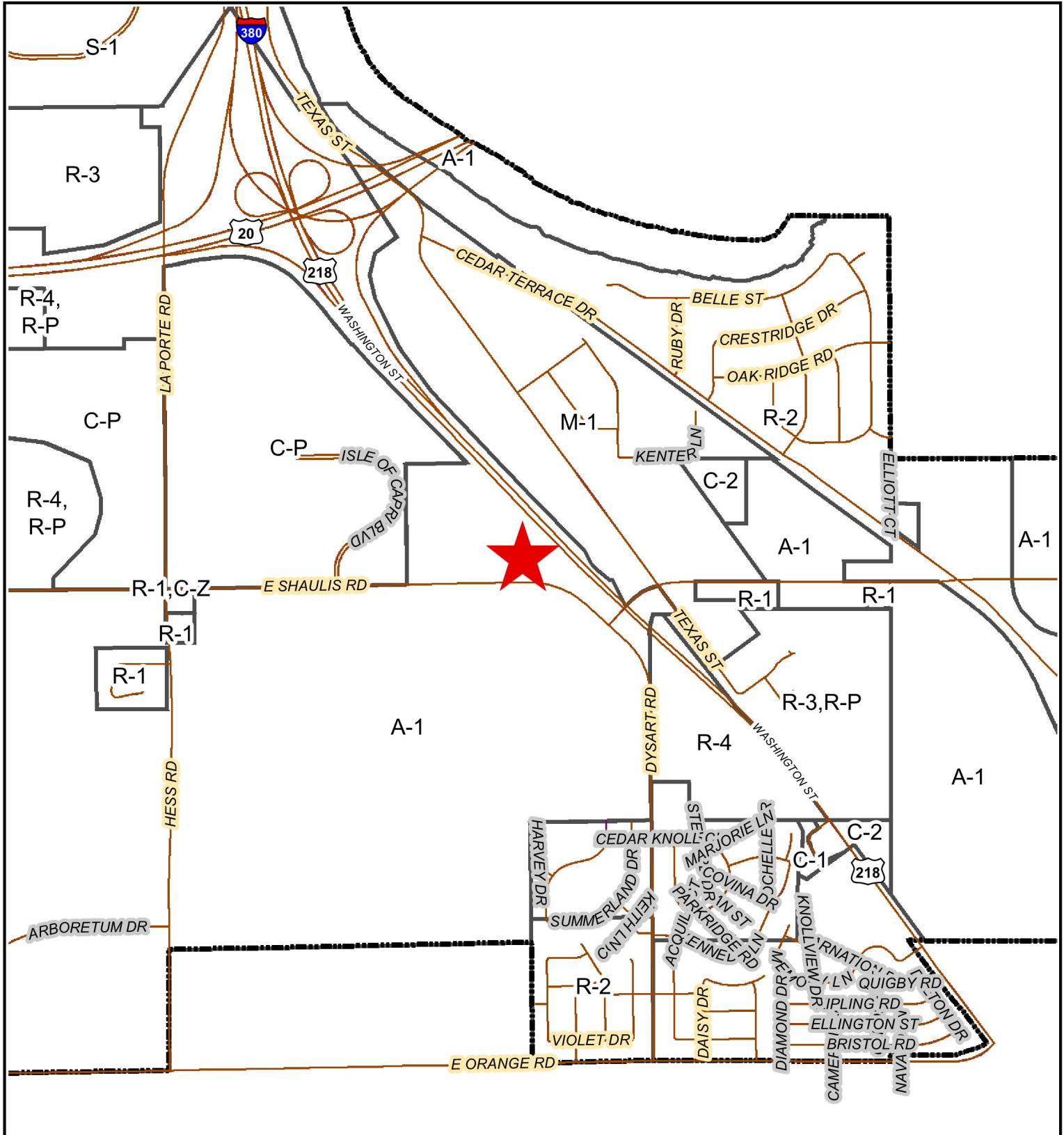
1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact upon pedestrian and traffic conditions within the surrounding area.
3. The site will bring a neighborhood commercial use to a tourism destination north of a residential area that sits along Waterloo’s Highway 218 Corridor.

And subject to the following conditions:

1. That sidewalk be installed along the frontage of the property.
2. That sidewalk approaches and curb drops be installed to connect pedestrians from the site in question to the bike trail across Shaulis Road.
3. That the Shaulis Road pedestrian crossing will initially be an unmarked crossing, however the applicant would be responsible to install the crossing and related elements (painting, signage and wired rectangular rapid flashing beacons) in the future if the City of Waterloo determines that they are warranted based on pedestrian use and safety.
4. That a street light be installed within the right-of-way of Shaulis Road at the proposed driveway.
5. That the final site plan meets all applicable city codes, regulations, etc. including but not limited to, parking, landscaping, screening, drainage, etc.

City of Waterloo Planning, Programming and Zoning Commission

November 1, 2022



1,000 500 0 1,000
Feet



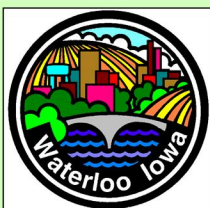
**Northeast of 2600 East Shaulis Road
Rezone from "A-1" to "C-P"
Bruce Gerleman**

City of Waterloo Planning, Programming and Zoning Commission

November 1, 2022



300 150 0 300 Feet



**Northeast of 2600 E Shaulis Road
Rezone from "A-1" to "C-P"
Bruce Gerleman**

IN SE1/4 SE1/4 SECTION 12-T88N-R13W
BLACK HAWK COUNTY, IOWA

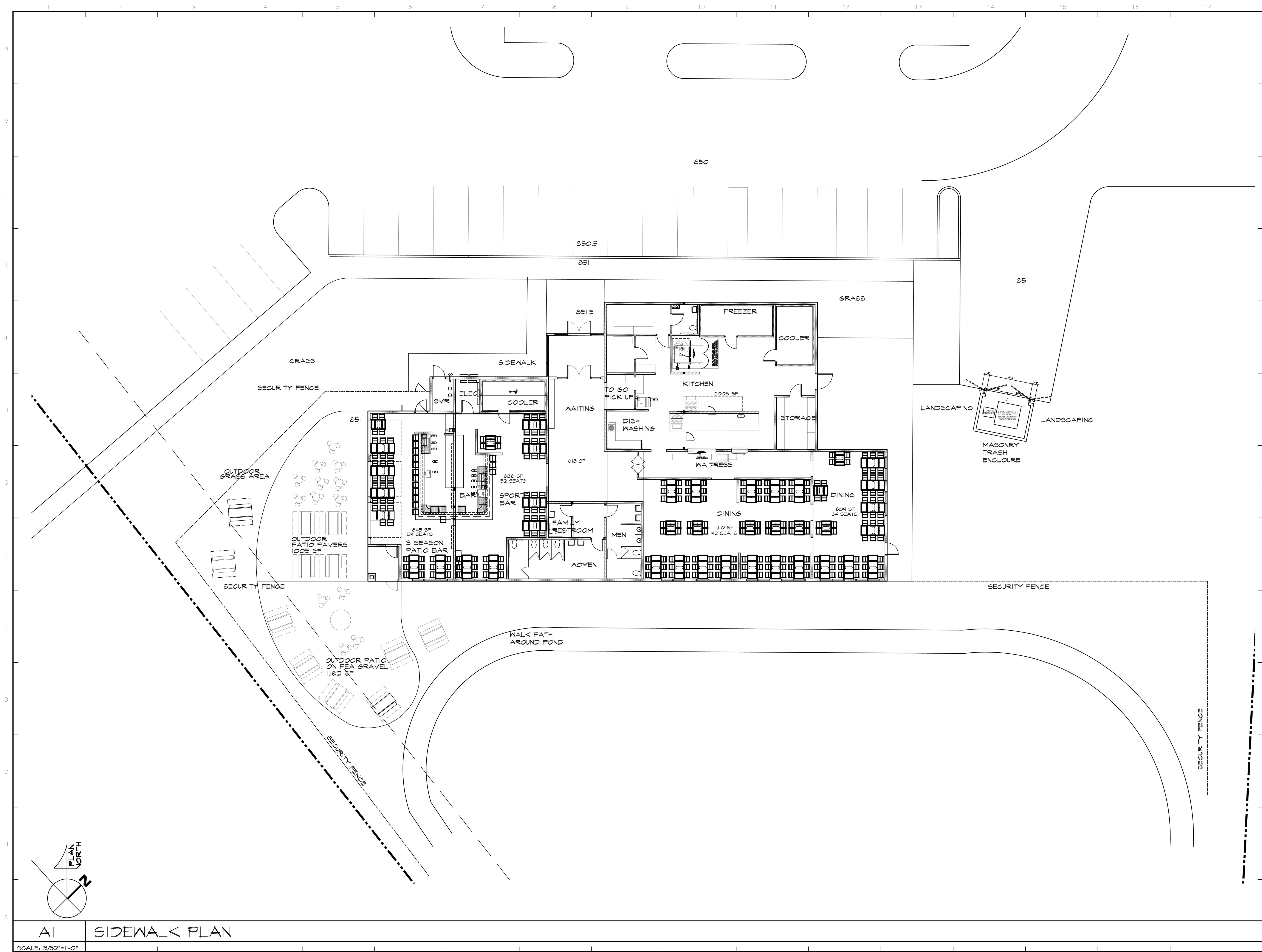
-  = 5/8 Inx X 16 Inx Iron stake mx (capped SSJ 13 1341)-Placed
-  = Iron stake monument-Found
-  = Items in Schedule B
-  = Water Main
-  = Sanitary Sewer
-  = Storm Sewer
-  = Gas Main
-  = Underground Telephone
-  = Chain Link Fence
-  = Hand Hole
-  = Culvert
-  = Manholes
-  = Elevation Contour Line
-  = Spot Elevation
-  = Rim Elevation
-  = FlowLine Elevation
-  = Deciduous Tree
-  = Concrete Surface
-  = Gravel Surface

STORM WATER CAPACITY 137,321 CF

SCALE: 1"=30'-0"

E. STAVELIS ROAD AND WASHINGTON |
WATERLOO, IOWA

2



AYERS DESIGN GROUP
ARCHITECTS
Phone: (515) 229-3336
email: rich@adgarchitect.net
Address: 6876 Harding Street
Indianola, Iowa



NEW BUILDING
JETHRO'S FISH'N HOLE
EAST SHAULIS ROAD AND WASHINGTON ST
WATERLOO, IOWA

PROJECT

SHEET DESCRIPTION

PROJECT NUMBER
2022.06

DATE
10-01-22

SHEET DESCRIPTION
SIDEWALK PLAN

REVISIONS



SHEET NO.

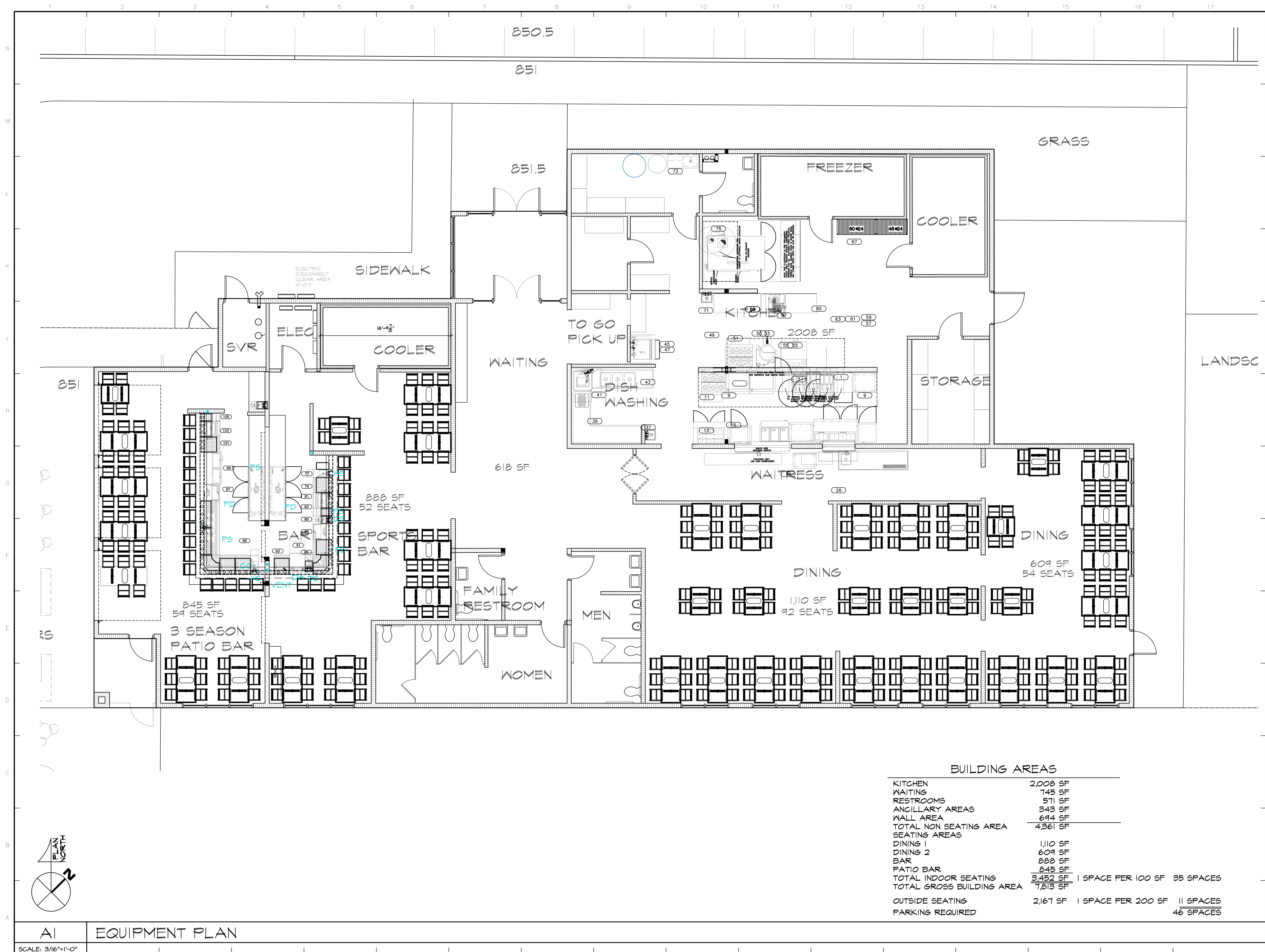
A1.0

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ARCHITECTS
Phone: (515) 229-3336
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NEW BUILDING
JETHRO'S FISH'N HOLE
EAST SHAULIS ROAD AND WASHINGTON ST
WATERLOO, IOWA

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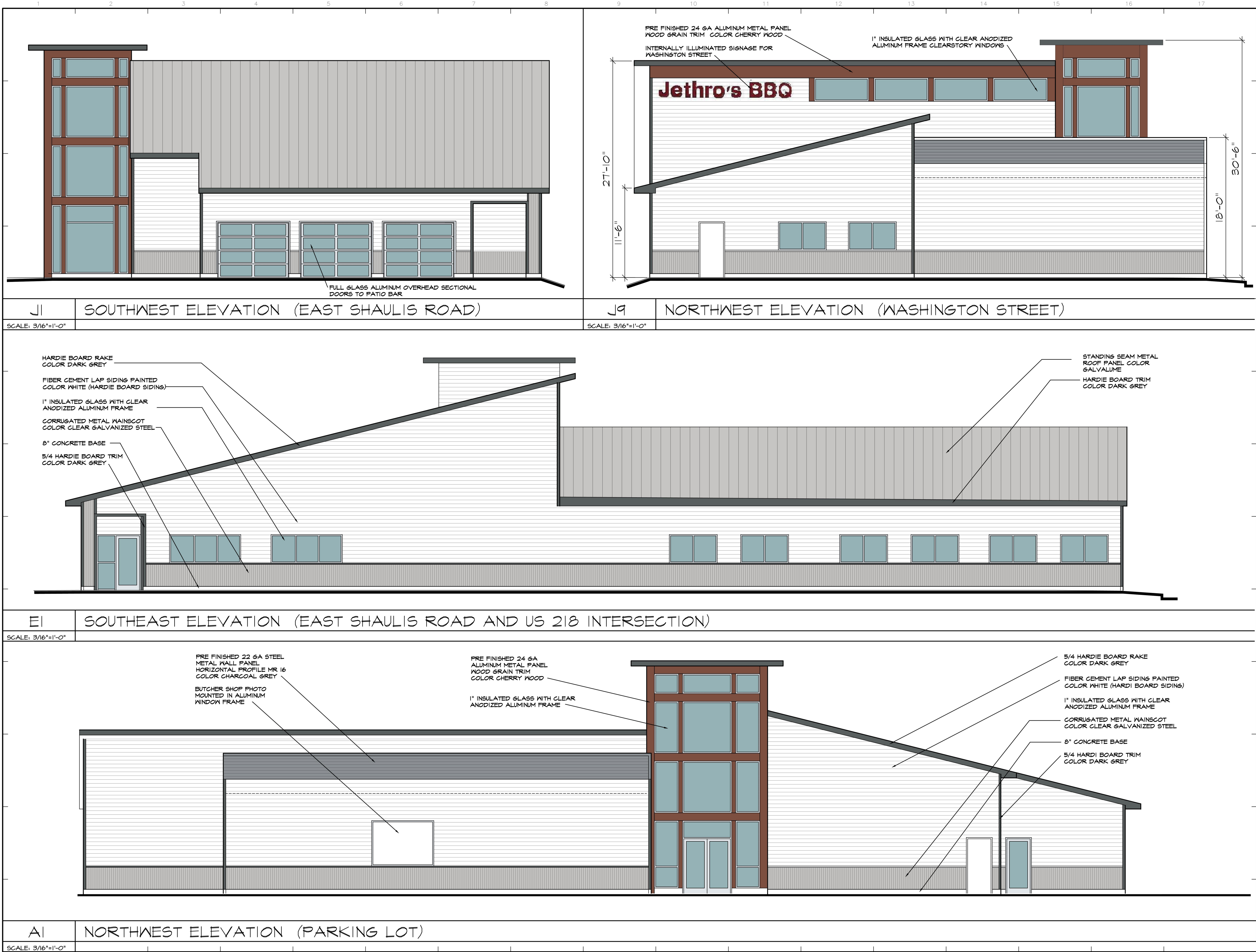
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PROJECT NO. **A** | **.2** PROJECT NUMBER **2022.06** SHEET DESCRIPTION **EQUIPMENT PLAN** DATE **10-17-22** REVISIONS   EAST



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Signature: _____ Discipline: _____ License number: _____ Expires: _____ Pages or sheets covered by this seal: _____ Date of issuance: _____

AYERS DESIGN GROUP ARCHITECTS
Phone: (515) 229-3336
email: rich@adqarchitect.net
Address: 6876 Harding Street
Indianola, Iowa

NEW BUILDING
JETHRO'S FISH'N HOLE
EAST SHAULIS ROAD AND WASHINGTON ST
WATERLOO, IOWA

PROJECT	
PROJECT NUMBER	2022.06
DATE	10-17-22
REVISIONS	△ △
SHEET DESCRIPTION	
ELEVATIONS	
SHEET NO.	
A2.1	





APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

- a. Applicant: _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____
- b. Status of applicant: (a) Owner _____ (b) Other _____ (CHECK ONE): If other explain: _____
- c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: _____

- b. _____

- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): _____
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): _____
- e. Current zoning: _____ Requested zoning: _____
- f. Reason for request: _____

- g. Conditions (if any) agreed to: _____

- h. Other pertinent information (use reverse side if necessary): _____

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it **must** go through a platting process (separate from rezone request).

The filing fee of **\$300 + \$10 per acre (\$750 max)** (payable to the City of Waterloo) is required (round amount down to nearest \$10 increment). **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Signature of Applicant _____ Date _____

Signature of Owner _____ Date _____

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
□ Council Packet	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 the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.

Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by 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.

Motion to suspend the rules.

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

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted herewith is the 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.

The Planning and Zoning Commission unanimously recommended approval of this request at their November 1st, 2022 meeting.

The site is predominately surrounded by vacant lots and residences with the existing A-Line EDS facility and mini storage company. Rezoning of the property to “C-1,C-Z” would not appear to have a negative impact on the area as the area is currently zoned for commercial uses, and the lot would go with the area to the south which was rezoned from “C-1” to “C-1,C-Z” on

June 14, 2022.

The proposed rezone area is currently zoned “C-1” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows:

North – Residences and vacant land, zoned “C-1” Commercial District.

South – Canadian National Railroad and Dubuque Road and ALine EDS approved site zoned “C-1,C-Z”

East – One single-family dwelling, zoned “C-1” Commercial District.

West – Canadian National Railroad and Dubuque Road and one single-family dwelling, zoned “C-1” Commercial District.

Neighborhood Impact:

The “C-Z” Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as the fence will provide a buffer between the warehouse and the residential properties. At Tech Review, Knutson noted a drainage plan has been submitted and is being reviewed by the Engineering Department.

Therefore, staff recommends the 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 approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan.

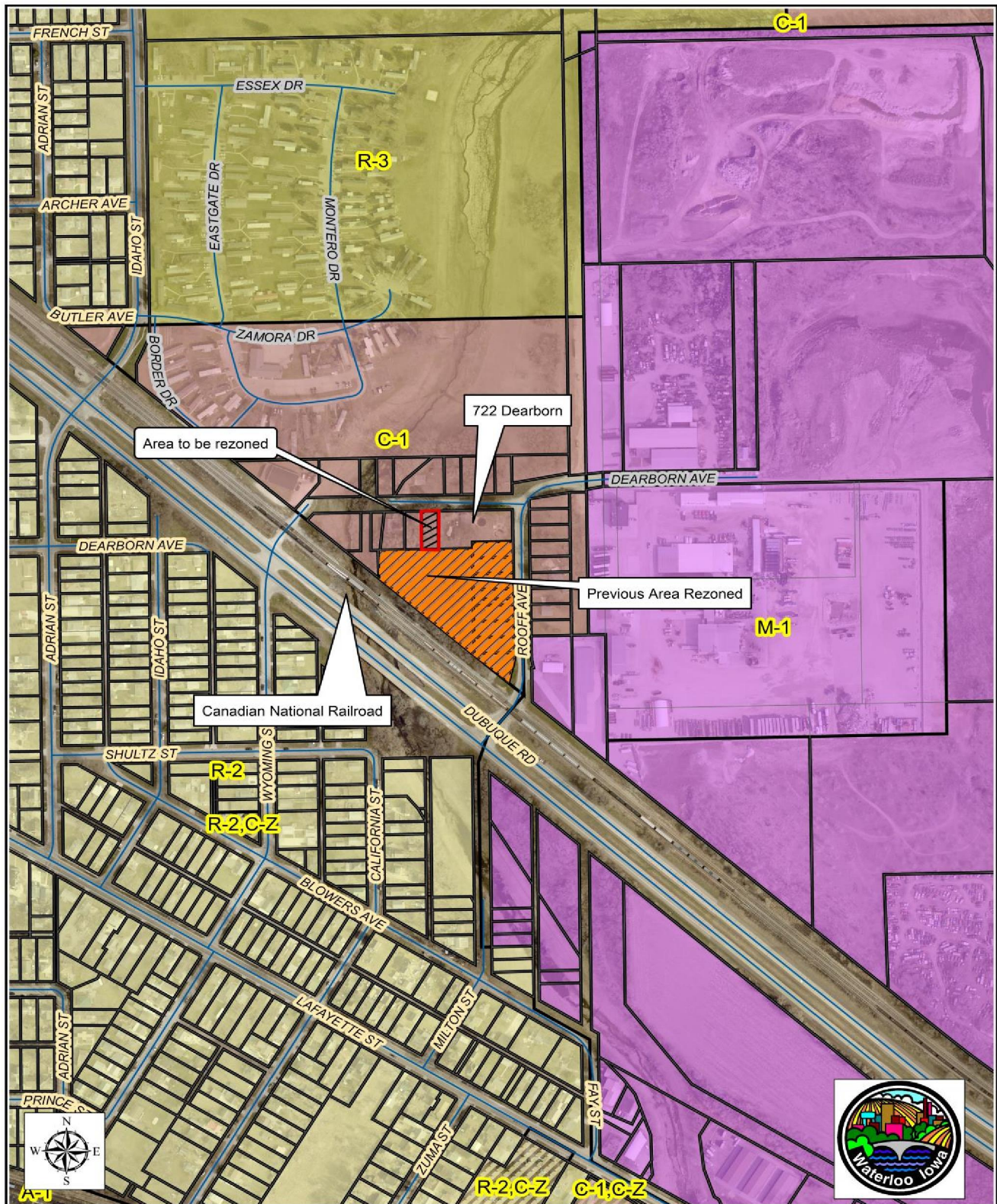
Data/Analysis and Strategies: Zoning, Land Use and Economic Development.

Community Engagement Methods: Notice was sent to all properties within 250 feet of the proposed rezone and there has been no opposition.

Expenditure Required/Source of Funds: None

Legal Descriptions: Lot No. 39 in Sunshine Subdivision, City of Waterloo, Black Hawk County, Iowa.

REQUEST:	Request by A-Line EDS to rezone approximately 0.55 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District for additional storage yard area in conjunction with the proposed 24,000 square foot warehouse and maintenance facility located west of 722 Dearborn Avenue.
APPLICANT:	A-Line EDS Inc., 808 Dearborn Avenue, Waterloo, Iowa, 50703
GENERAL DESCRIPTION:	The applicant is requesting to rezone the site in question to allow for the construction of a fence near the property lines abutting the residences at 702 Dearborn and 722 Dearborn Avenue, and to expand the previously approved storage yard onto the property in question.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The site is predominately surrounded by vacant lots and residences with the existing A-Line EDS facility and mini storage company. Rezoning of the property to “C-1,C-Z” would not appear to have a negative impact on the area as the area is currently zoned for commercial uses, and the lot would go with the area to the south which was rezoned from “C-1” to “C-1,C-Z” on June 14, 2022.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The site in question is served by Rooff Avenue which is considered a local street. There are no sidewalks along Rooff Avenue or Dearborn Avenue.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The Cedar Valley Lakes Trail is 0.6 miles to the south of the area to be rezoned.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The proposed rezone area is currently zoned “C-1” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance No. 2479 in 1969. Surrounding land uses and their zoning are as follows: North – Residences and vacant land, zoned “C-1” Commercial District. South – Canadian National Railroad and Dubuque Road and A-Line EDS approved site zoned “C-1,C-Z” East – One single-family dwelling, zoned “C-1” Commercial District. West – Canadian National Railroad and Dubuque Road and one single-family dwelling, zoned “C-1” Commercial District.



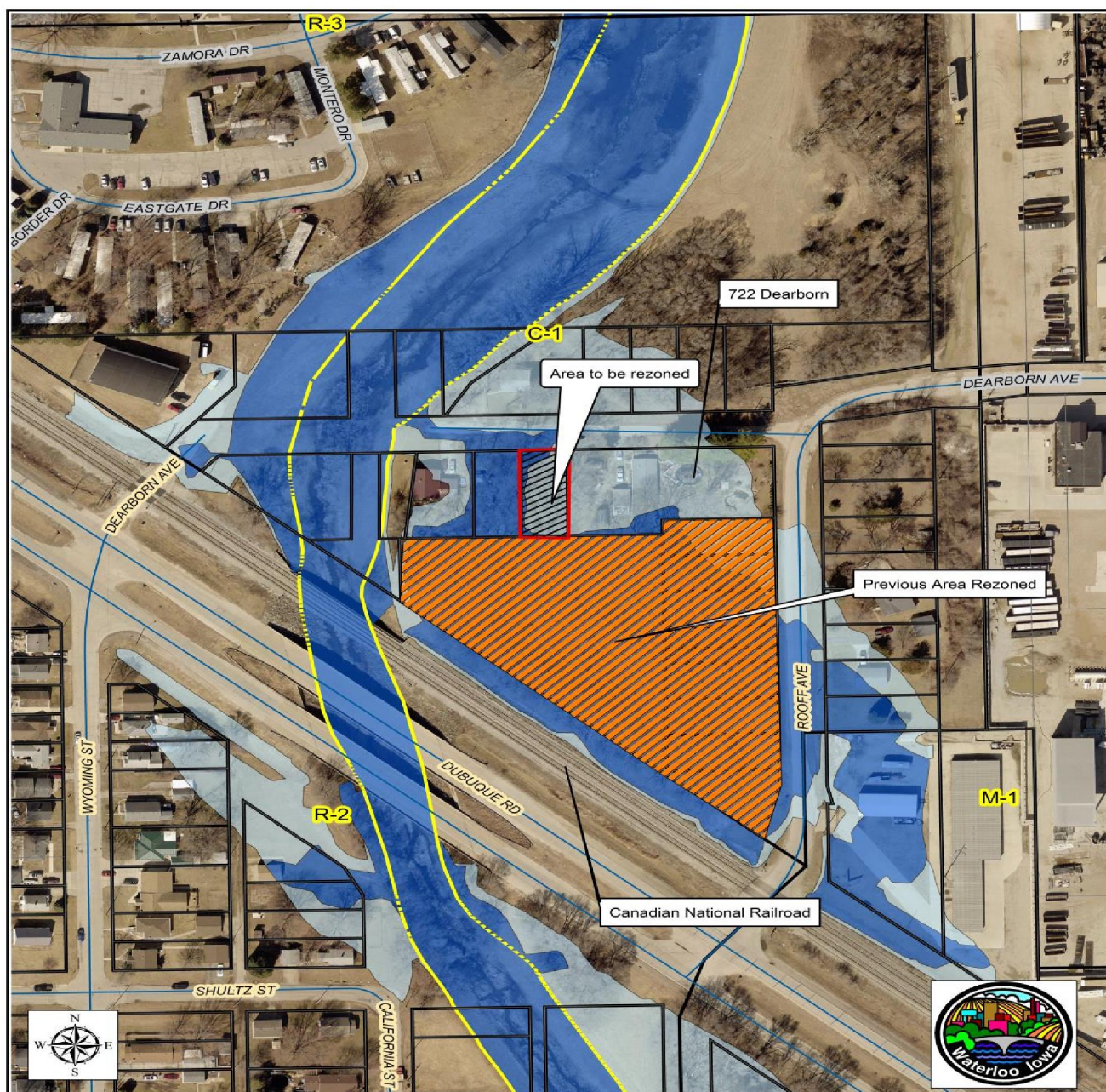
DEVELOPMENT HISTORY:

The area is composed of primarily vacant land with a few residences built between 1929 and 1980 and Cedar Valley Mini Storage to the east built in 2004, and several industrial uses.

BUFFERS/SCREENING: There would be screening required along the west and east property lines to separate the residential uses from the warehouse. A 6' fence would be required between these uses.

DRAINAGE: A drainage plan is required in relation to this request.

FLOODPLAIN: The area to be rezoned is located within Zone AE, 100-year floodplain, which is a special flood hazard area as established by the Federal Emergency Management Association (FEMA) Flood Insurance Rate Map dated July 11, 2011.



**PUBLIC /OPEN
SPACES/ SCHOOLS:**

Highland Elementary School is located approximately 0.4 miles to the north of the site in question. East High School is located 1.5 miles to the northwest.

**UTILITIES: WATER,
SANITARY SEWER,
STORM SEWER**

A 36" Sanitary Sewer line is located within Roof Avenue. Power lines are located along Roof Avenue and Dearborn Avenue.

**RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:**

The Future Land Use Map designates this area as Industrial. This rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site is located within the Primary Growth Area.

**STAFF ANALYSIS –
ZONING
ORDINANCE:**

The "C-Z" Conditional Zoning classification works to allow uses in unique locations or transitional sites between different land uses. Staff is in support of the request as the fence will provide a buffer between the warehouse and the residential properties.

At Tech Review, Knutson noted a drainage plan has been submitted and is being reviewed by the Engineering Department.



Picture 1: Looking at previous rezone area with new rezone lot located to the left of the a-frame shed.



Picture 2: 722 Dearborn.



Picture 3: Lot proposed for rezoning.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

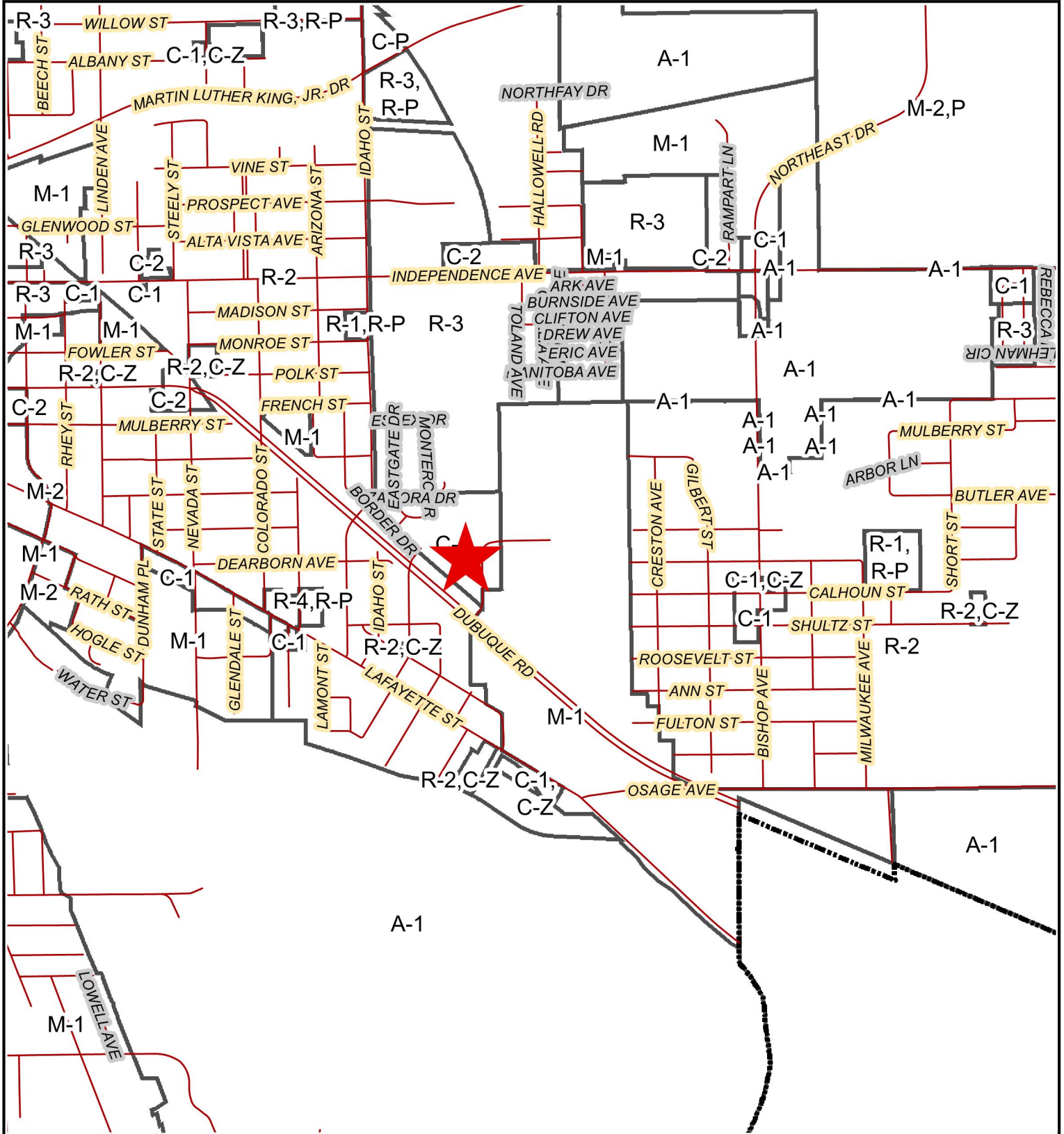
There is no platting required for this request.

STAFF
RECOMMENDATION:

Therefore, staff recommends the request by A-Line EDS to rezone approximately 0.55 acres from “C-1” Commercial District to “C-1,C-Z” Conditional Zoning District for additional storage yard area in conjunction with the proposed 24,000 square foot warehouse and maintenance facility located west of 722 Dearborn Avenue, be approved for the following reasons:

1. The request would not have a negative impact on traffic conditions in the area.
2. The request would not have a negative impact on the surrounding area.
3. The request is in conformance with the Future Land Use Map and Comprehensive Land Use plan.

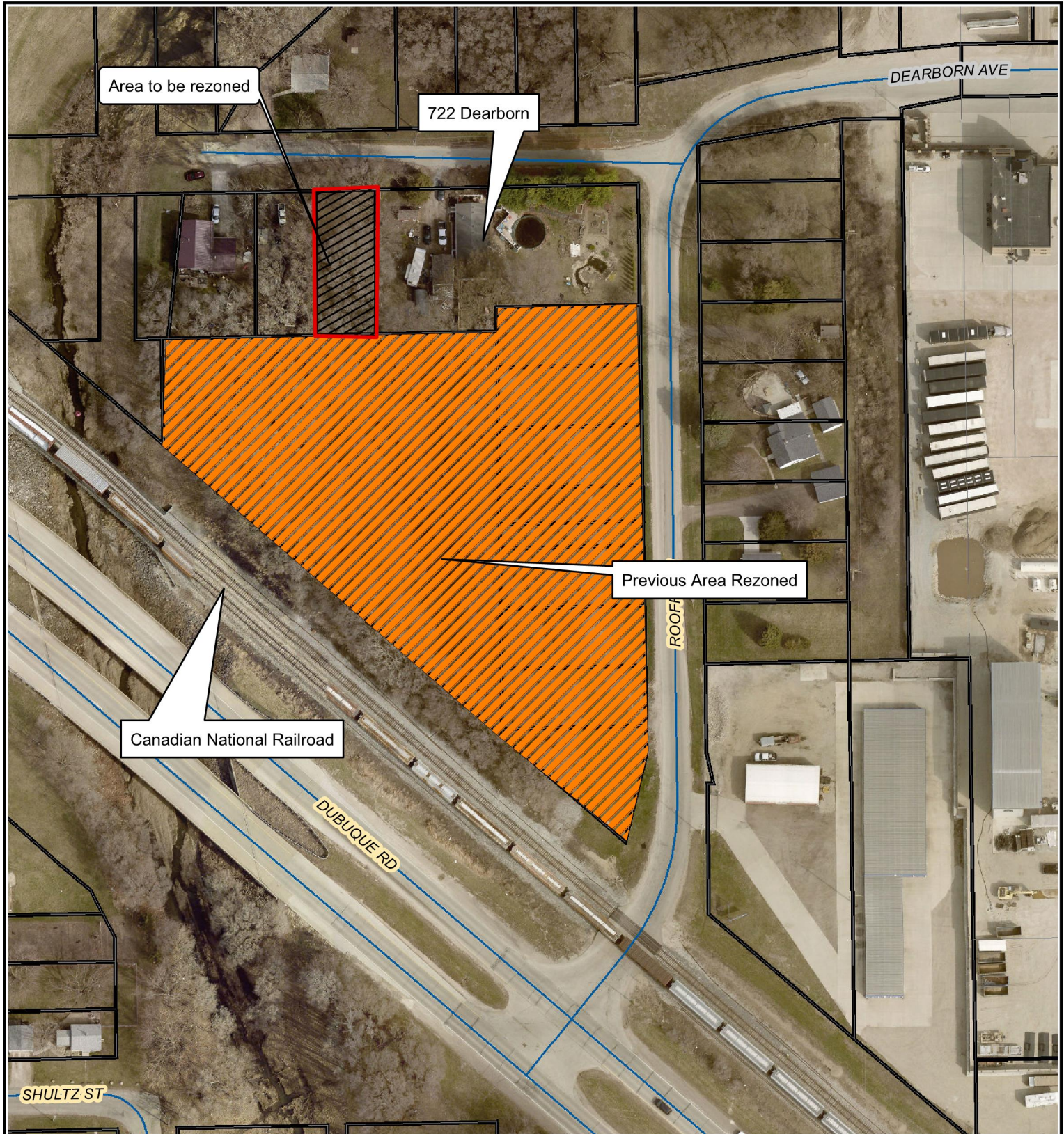
City of Waterloo Planning, Programming and Zoning Commission
November 1, 2022



West of 722 Dearborn Rezone from "C-1" to "C-1, C-Z" A-Line EDS

City of Waterloo Planning, Programming and Zoning Commission

November 1, 2022



**West of 722 Dearborn
Rezone from "C-1" to "C-1, C-Z"
A-Line EDS**

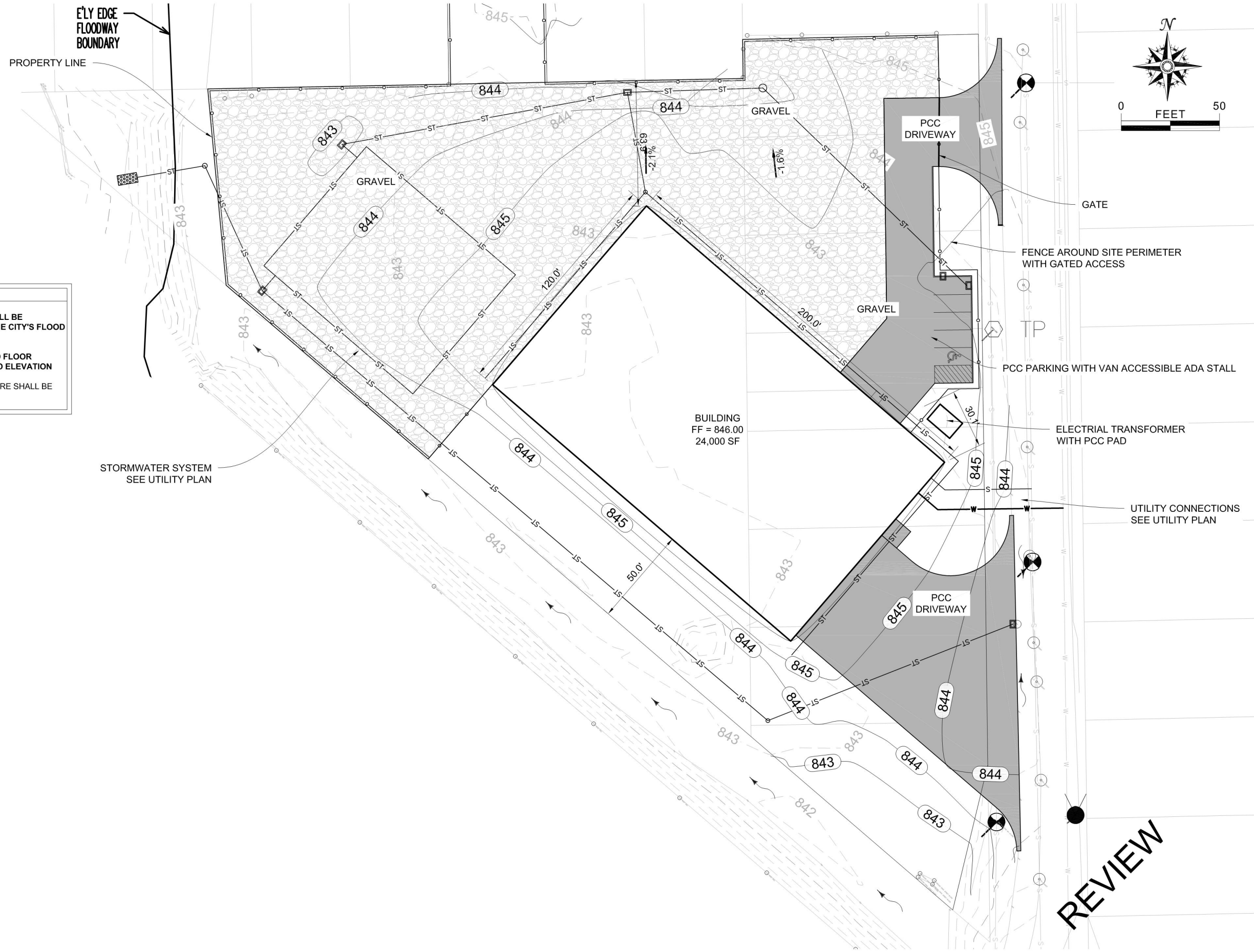
Y:\Projects\4922.02\1YTT Design-ALINE.dwg, D.01, 10/18/2022 5:36:15 PM, LisaBurch, Adobe PDF, Tabloid, 1:1

FLOOD PLAIN MANAGEMENT

SITE IS LOCATED WITHIN THE 100-YR FLOODPLAIN. SITE WILL BE DEVELOPED IN COMPLIANCE WITH THE PROVISIONS OF THE CITY'S FLOOD PLAN MANAGEMENT ORDINANCE.

BASE FLOOD ELEVATION 100-YR = 844.3 LOWEST FINISHED FLOOR ELEVATION MUST BE MINIMUM 1-FOOT ABOVE BASE FLOOD ELEVATION

ELEVATION CERTIFICATES FOR EACH INDIVIDUAL STRUCTURE SHALL BE PROVIDED PRIOR TO OCCUPANCY.



REVIEW

APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

1. APPLICATION INFORMATION:

- a. Applicant's name (please print): A-Line EDS, Inc.
Address: 808 Dearborn Ave Phone: (319) 232-3889 Fax: (319) 235-7032
City: Waterloo State: IA Zip: 50703
Email: bdejong@alineds.com
- b. Status of applicant: (a) Owner ☒ (b) Other _____ (CHECK ONE): If other explain: _____
- c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: Lot between 702 Dearborn Ave
and 722 Dearborn Ave
- b. Legal description of property to be rezoned: Lot 39, Sunshine Subdivision, in
Black Hawk County IA
- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 50' x 120'
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): .14 Acres
- e. Current zoning: C1 Requested zoning: M2
- f. Reason(s) for rezoning and proposed use(s) of property: We are constructing a 24,000 sq ft
warehouse and the neighbors have requested a fence near
the property line on lot 39 - bordering 702 Dearborn and 722 Dearborn
- g. Conditions (if any) agreed to: _____
- h. Other pertinent information (use reverse side if necessary): _____

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it **must** go through a platting process (separate from rezone request).

The filing fee of **\$300 + \$10 per acre (\$750 max)** (payable to the City of Waterloo) is required (round amount down to nearest \$10 increment). **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.


Signature of Applicant

10-10-2022
Date


Signature of Owner

10-10-2022
Date

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: 12/5/2022

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 and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

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

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.

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

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

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

Summary Statement:

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 Funds:
None

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,

R 12W); 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.

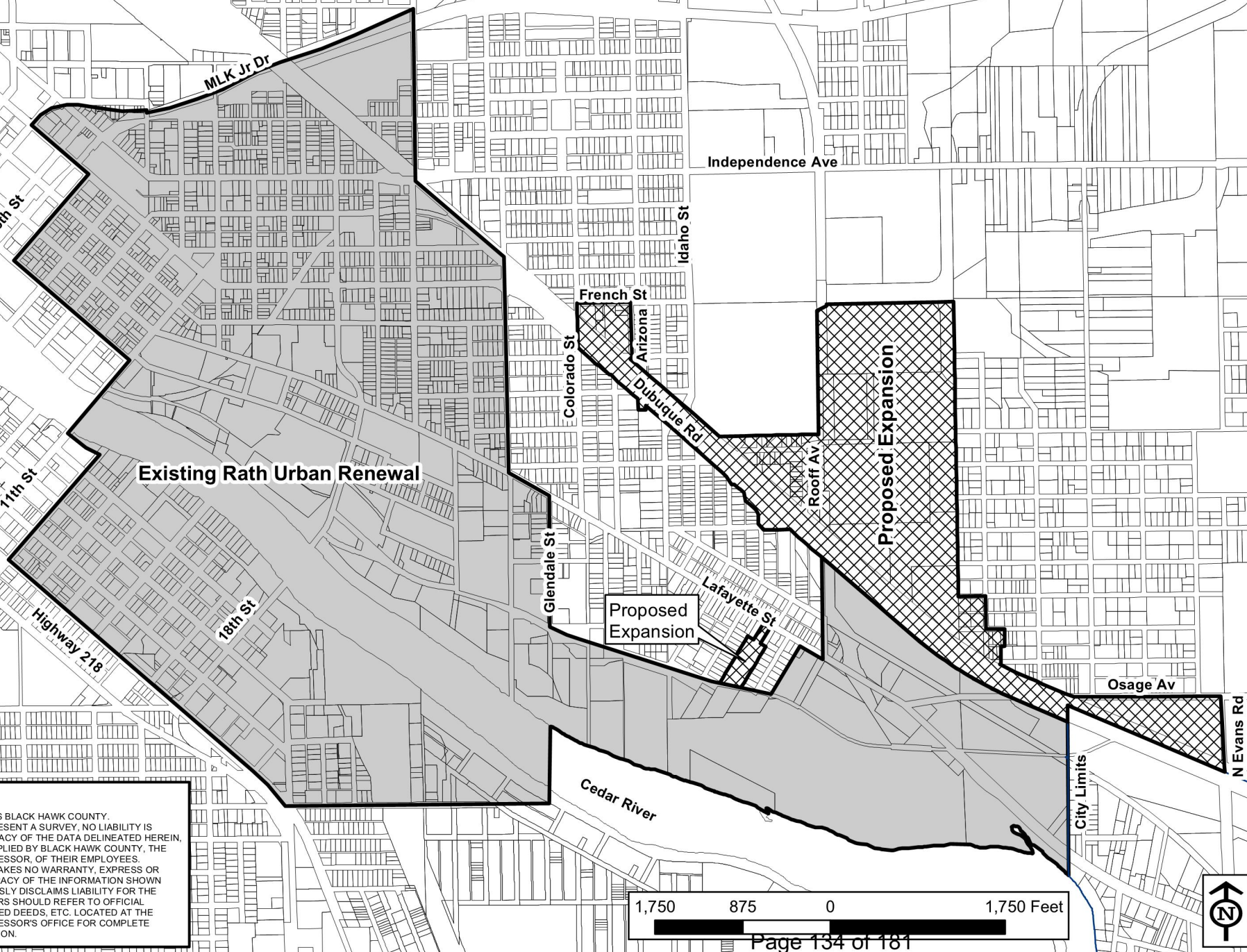
PASSED AND APPROVED this _____ day of _____, 2022.

Quentin Hart, Mayor

ATTEST:

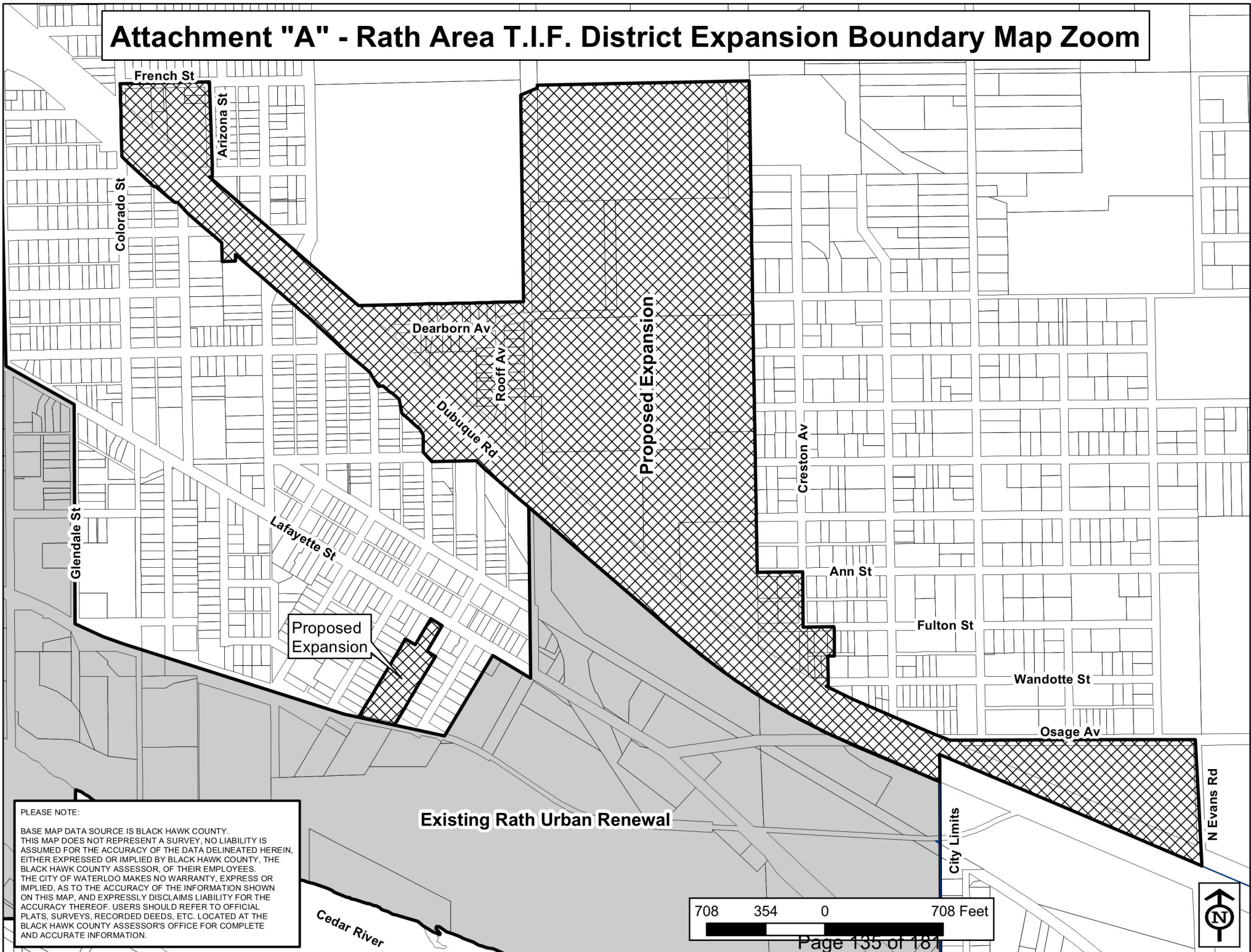
Kelley Felchle, City Clerk

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, OF 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.

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	

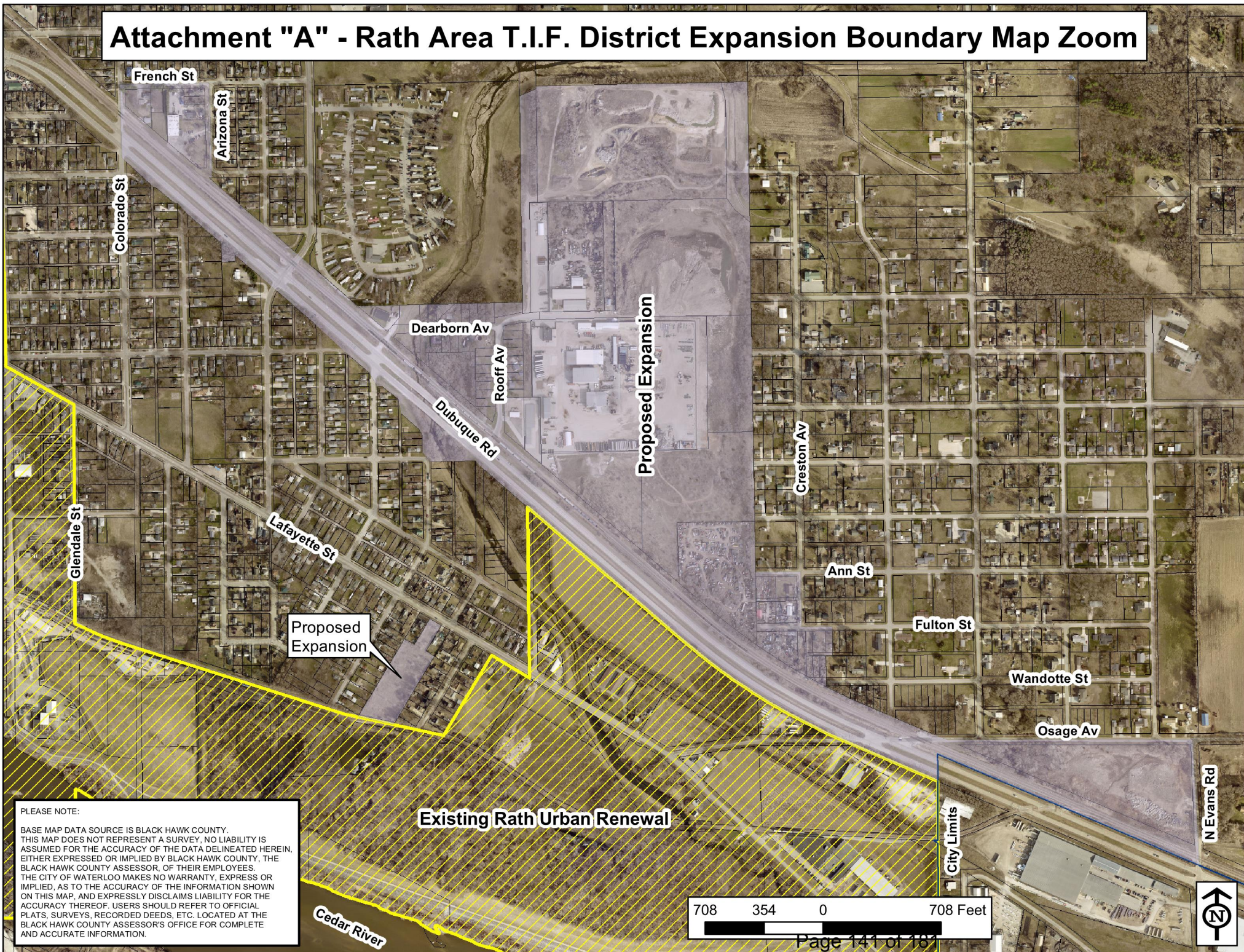
Attachment D - Rath Urban Renewal and Redevelopment Plan Amendment No. 3 2022

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

South Street and West 9th Street Mini-Roundabout, Iowa DOT grant project number CS-TSF-8155(777)- - 85-07.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

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 _____, in the amount of \$ _____, in conjunction with South Street and West 9th Street Mini-Roundabout, Iowa DOT grant project number 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:

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/14/2022

ATTACHMENTS:

Description	Type
☐ Contracted Education Proposal	Backup Material

SUBJECT:

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.

Submitted by:

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



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703

Phone: (319)433-7275 Fax: (319)433-7276

Email: conservation@blackhawkcounty.iowa.gov

Website: blackhawkcountyparks.com

Contracted Education Proposal: July 1, 2023- June 30, 2026

This proposal is between Black Hawk County Conservation (BHCC) and the cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond, and Waterloo. Hartman Reserve Nature Center will organize and conduct stormwater education. Education programs will occur throughout the year including programming for school groups, field trips, summer camps, and the public.

What Conservation can provide for your cities:

- General stormwater education facts sheets or brochures which include information on stormwater impacts on water quality, as well as steps residents can implement to reduce water quality degradation.
- Informational articles will be provided for use in city newsletters 2 times per year. These articles will provide information regarding the impacts of stormwater on water quality and ideas that individual residents can implement.
- Hartman Reserve Nature Center staff will provide a wide range of hands-on water quality and stormwater themed programs to classrooms and individuals that attend programming for school trips, summer camps, public and private programs.
- This program will allow the participating municipalities to remain in compliance with their DNR issued NPDES (National Pollutant Discharge Elimination System) general permit #2 which contains a public education and outreach programming requirement, in a cost-effective manner.
- Conservation staff can provide up to two (2) public programs in your municipalities per fiscal year.

Project Coordination: Conservation will provide program planning, set up, equipment, maintenance, and storage of equipment along with billing and registration. Reports will be submitted to each individual city at the end of each fiscal year.

Staff: Conservation has two full time naturalist who plan organize and implement education programs for children and adults. These staff will lead the watershed education initiative.

Budget: The incorporation of water quality lessons into existing programs, city specific programs, and this cost share match from each participating municipality. Overall program budget is \$5,600.00



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703
Phone: (319)433-7275 Fax: (319)433-7276
Email: conservation@blackhawkcounty.iowa.gov
Website: blackhawkcountyparks.com

City	Population	Min. Contribution	% Of total	Cost share by population	Cost share including min. contribution
Cedar Falls	40,713	\$250	35%	\$1,435	\$1,685
Elk Run Heights	1,069	\$250	1%	\$41	\$291
Evansdale	4,561	\$250	4%	\$164	\$414
Hudson	2,546	\$250	2%	\$82	\$332
Raymond	759	\$250	1%	\$41	\$291
Waterloo	67,067	\$250	57%	\$2,337	\$2,587
Total	116,715	\$1,500	100%	\$4,100	\$5,600.00

Deliverables: Conservation will provide programming that will meet with required education component of the Iowa DNR MS-4 Stormwater mandate. In FY 2021 1,323 individuals received this instruction and FY 2022 1,723 individuals received this instruction. Conservation will track the number and provide the report at the end of the year or as requested.

Invoice: Conservation will invoice the cities at the beginning of each fiscal year, and it will be payable in 60 days.

Signature Page: Attached please find the signature page.



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703
Phone: (319)433-7275 Fax: (319)433-7276
Email: conservation@blackhawkcounty.iowa.gov
Website: blackhawkcountyparks.com

Signature Page: Contracted Storm Water Education Proposal July 1, 2023- June 30, 2026

Amy Davison, Nature Center Manager, Black Hawk County Conservation

Rob Green, Mayor City of Cedar Falls,

Lisa Smock, Mayor of Elk Run Heights

Deanne Kobliska, Mayor, City of Evansdale

George Wessel, Mayor, City of Hudson

Gary Vick , Mayor, City of Raymond

Quentin Hart, Mayor, City of Waterloo

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/15/2022

ATTACHMENTS:

Description	Type
□ Easement Plat	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted is a request by the City of Waterloo to dedicate a 60' sanitary sewer, drainage and public utility easement over the west 60' of Lot 1 of Waterloo Air and Rail Park 1st Addition, located near the southeast corner of Leversee Road and Warp Drive. Creation of the new easement will allow additional utilities to be extended to serve the subdivision. There is a 40' sanitary sewer easement already there, but the easement is being widened to extend a natural gas main.

Neighborhood Impact:

The request would not negatively impact the area and the easement grants access for utility extensions to serve the industrial park.

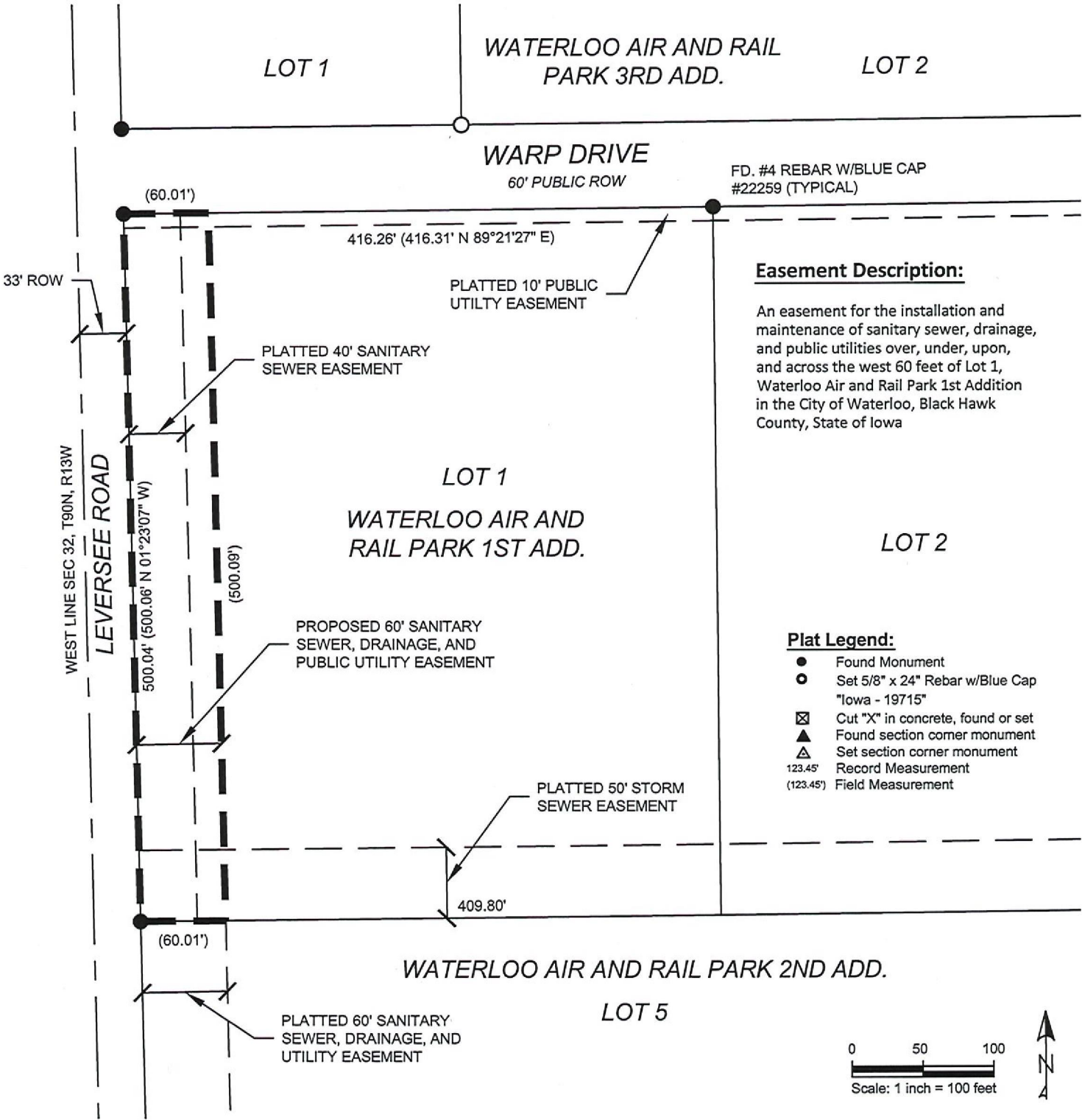
Legal Descriptions:

An easement for the installation and maintenance of sanitary sewer, drainage and public utilities over, under, upon and across the west 60 feet of Lot 1 Waterloo Air and Rail Park 1st Addition in the City of Waterloo, Black Hawk County, Iowa

Index Legend	
Location Description:	Lot 1, Waterloo Air and Rail Park 1st Addition City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo, Iowa
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Plat of Easement

Lot 1, Waterloo Air and Rail Park 1st Addition
City of Waterloo, Black Hawk County, Iowa



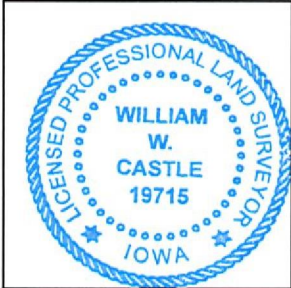
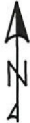
Easement Description:

An easement for the installation and maintenance of sanitary sewer, drainage, and public utilities over, under, upon, and across the west 60 feet of Lot 1, Waterloo Air and Rail Park 1st Addition in the City of Waterloo, Black Hawk County, State of Iowa

Plat Legend:

- Found Monument
- Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- ⊠ Cut "X" in concrete, found or set
- ▲ Found section corner monument
- △ Set section corner monument
- 123.45' Record Measurement
- (123.45') Field Measurement

0 50 100
Scale: 1 inch = 100 feet



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

William W. Castle 11/3/2022
William W. Castle, PLS Date
License Number 19715
My License Renewal Date is December 31, 2023.
Pages or sheets covered by this seal : 1/1

This Plat or Survey is not a division of land.

William W. Castle 11/3/2022
Signature of Surveyor Date

Survey Notes:

- The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
- All dimensions are in US Survey feet and decimals thereof.
- Easement area: 30,005 square feet (0.69 acres)

City of Waterloo Engineering Department
715 Mulberry Street, Waterloo, Iowa 50703
Phone: (319) 291-4312 Fax: (319) 291-4262

Drawn By: WWC Scale: 1" = 100'
Field Work Date:
Date Drawn: 11-2-2022

Sheet No.
1 of 1
Page 148 of 181

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/15/2022

ATTACHMENTS:

Description	Type
□ Easement Plat	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

Transmitted is a request by the City of Waterloo to dedicate a 60' sanitary sewer, drainage and public utility easement over the west 60' of Waterloo Air and Rail Park 3rd Addition, located near the northeast corner of Leversee Road and Warp Drive. Creation of the new easement will allow additional utilities to be extended to serve the subdivision. There is a 40' sanitary sewer easement already there, but the easement is being widened to extend a natural gas main.

Neighborhood Impact:

The request would not negatively impact the area and the easement grants access for utility extensions to serve the industrial park.

Legal Descriptions:

An easement for the installation and maintenance of sanitary sewer, drainage and public utilities over, under, upon and across the west 60 feet of Waterloo Air and Rail Park 3rd Addition in the City of Waterloo, Black Hawk County, Iowa

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/23/2022

ATTACHMENTS:

Description	Type
☐ Sanitary Sewer Easement and Plat	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Transmitted is a request to dedicate a sanitary sewer easement by Club Car Wash Waterloo, LLC, located at 1009 East San Marnan Drive.

Summary Statement:

The easement is being dedicated for the purpose of installing, maintaining and repairing of a sanitary sewer located along the southerly portion of the lot where Club Carwash is located. The City constructed a sewer in 1972 that along the south portion of the lot and originally, this land was right-of-way. In 1985 the City vacated the right-of-way but failed to retain an easement over the exiting 10" sanitary sewer. Dedicating this easement will cover the sanitary sewer and allow the City access to maintain or replace it.

Data/Analysis and Strategies: Infrastructure

Expenditure Required/Source of Funds:
None

A sanitary sewer easement being that part of the SW 1/4, SW 1/4, Section 2, Township 88 North, Range 13 West of the 5th P.M., Waterloo, Black Hawk County, Iowa described as follows:

Legal Descriptions:

Commencing at the Southwest corner of said SW 1/4; thence N00°22'32"E 169.41 feet along the West line of said SW 1/4; thence S89°37'28"E 50.00 feet to the East right-of-way of Hammond Avenue and the Point of Beginning; thence N71°19'19"E 262.78 feet to the Northwesterly right-of-way of East San Marnan Drive; thence S48°46'33"W 23.72 feet along said Northwesterly right-of-way; thence along said Northwesterly right-of-way, Southwesterly 180.87 feet along a 328.10 foot radius curve, concave Northwesterly, said curve having a long chord of 178.59 feet that bears

S64°34'06"W; thence S80°24'11"W 50.81 feet along said Northwesterly right-of-way to the East right-of-way of Hammond Avenue; thence N49°51'00"W 25.80 feet along said East right-of-way to the Point of Beginning, containing 0.149 acres.

SANITARY SEWER EASEMENT

Whereas, in 1972 the City of Waterloo, Iowa ("City") constructed a certain underground sanitary sewer line across and beneath a portion of real property now owned by Club Car Wash Waterloo, LLC ("CCW"), which at the time of construction was road right-of-way; and

Whereas, in 1985 City vacated a portion of the road right-of-way but neglected to reserve an easement for the sanitary sewer line, but because said line continues to exist and operate the parties now desire to provide for such an easement on the terms and conditions set forth herein.

Now, therefore, CCW does hereby grant and convey unto City a permanent sanitary sewer easement in, upon, over, beneath and through the property in the City of Waterloo, Black Hawk County, State of Iowa, described as set forth on Exhibit "A" attached hereto (the "Easement Area"), for the purpose of constructing, installing, operating, inspecting, maintaining, repairing, removing and replacing such pipes, conduits, infrastructure, and other sanitary sewer facilities as City deems necessary or prudent in the public interest. In the exercise of the easement rights granted herein, City, its officers, employees, contractors, and agents, shall have reasonable rights of ingress and egress over, across, and upon the Easement Area for the purposes described above.

Notwithstanding anything to the contrary contained herein, CCW is permitted to pave any portions of the Easement Area and make other improvements as indicated on an approved site plan. City shall restore any such paved surfaces and improvements, but no other improvements made by CCW, located on the Easement Area that City damages or removes in the exercise of its rights provided herein, to the state that existed prior to the City's exercise of its rights. Moreover, in exercising its rights provided herein, City shall use commercially reasonable efforts to avoid interfering with the operations of business on the Easement Area and CCW's property adjoining the Easement Area.

This easement shall run with the land and is binding upon and shall inure to the benefit of the parties and their respective successors, assigns and transferees. This instrument may not be modified except by the mutual written agreement of both parties. This instrument may be executed in multiple counterparts.

IN WITNESS WHEREOF, the undersigned has caused this Sanitary Sewer Easement to be executed as of Nov 10th, 2022.

OWNER:

CLUB CAR WASH WATERLOO, LLC, an
Iowa limited liability company

By: 
Roland S. Bartels
President

STATE OF Missouri)
) ss.
COUNTY OF Boone)

This instrument was acknowledged before me on Nov 10, 2022, 2022 by Roland S. Bartels as President of Club Car Wash Waterloo, LLC.



Notary Public in and for said State

My Commission expires 8-20-2024

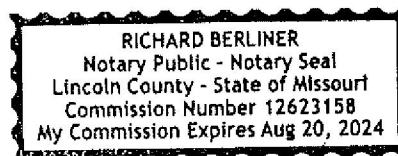


EXHIBIT A

Plat of Survey

Parcel "M"
Part of the SW 1/4, SW 1/4
Section 2-T88N-R13W
Waterloo, Iowa

Index Legend

Description: SW 1/4, Section 2-T88N-R13W

Surveyor: Matthew Kofka, PLS 22561

Company: VJ Engineering
1501 Technology Parkway, Suite 100
Cedar Falls, IA 50613
319-266-5829

Proprietor: Menard, Inc.

Survey Requested by: Eric Kirchner with Cochran Engineering

Reserved for County Recorder's Use

Doc ID: 008923150002 Type: GEN
Recorded: 08/20/2020 at 02:56:58 PM
Fee Amt: \$12.00 Page 1 of 2
Black Hawk County Iowa
SANDIE L. SMITH RECORDER

File 2021-00003744

This Plat of Survey has been reviewed by the City of Waterloo

[Signature] 8/20/2020
Signature of City of Waterloo Date
Ordinance Administrator

Parcel "M"Legal Description

That part of the SW 1/4, SW 1/4, Section 2, Township 88 North, Range 13 West of the 5th P.M., Waterloo, Black Hawk County, Iowa described as follows:

Commencing at the Southwest corner of said SW 1/4; thence N00°22'32"E 428.57 feet along the West line of said SW 1/4; thence S89°37'28"E 33.00 feet to the East right-of-way of Hammond Avenue and the Point of Beginning; thence S89°37'28"E 15.65 feet; thence S66°51'00"E 257.55 feet; thence S41°13'27"E 63.24 feet to the Northwestern right-of-way of East San Marnan Drive; thence S48°46'33"W 63.45 feet along said Northwestern right-of-way; thence along said Northwestern right-of-way, Southwesterly 180.87 feet along a 328.10 foot radius curve, concave Northwesterly, said curve having a long chord of 178.59 feet that bears S64°34'06"W; thence S80°24'11"W 50.81 feet along said Northwestern right-of-way to the East right-of-way of Hammond Avenue; thence N49°51'00"W 25.80 feet along said East right-of-way; thence N00°22'32"E 227.93 feet along said East right-of-way; thence N81°22'23"W 17.18 feet along said East right-of-way; thence N00°22'32"E 28.76 feet along said East right-of-way to the Point of Beginning, containing 1.112 acres.

New 30' Wide Access EasementLegal Description

A 30 foot wide access easement being that part of the SW 1/4, SW 1/4, Section 2, Township 88 North, Range 13 West of the 5th P.M., Waterloo, Black Hawk County, Iowa described as follows:

Commencing at the Southwest corner of said SW 1/4; thence N00°22'32"E 428.57 feet along the West line of said SW 1/4; thence S89°37'28"E 33.00 feet to the East right-of-way of Hammond Avenue and the Point of Beginning; thence S89°37'28"E 15.65 feet; thence S66°51'00"E 257.55 feet; thence S41°13'27"E 63.24 feet to the Northwestern right-of-way of East San Marnan Drive; thence N48°46'33"E 30.00 feet along said Northwestern right-of-way; thence N41°13'27"W 70.06 feet; thence N66°51'00"W 270.41 feet; thence N89°37'28"W 21.69 feet to the East right-of-way of Hammond Avenue; thence S00°22'32"W 30.00 feet along said East right-of-way to the Point of Beginning, containing 0.240 acres.

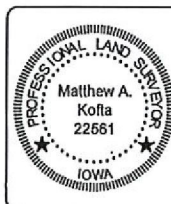
New Sanitary Sewer EasementLegal Description

A sanitary sewer easement being that part of the SW 1/4, SW 1/4, Section 2, Township 88 North, Range 13 West of the 5th P.M., Waterloo, Black Hawk County, Iowa described as follows:

Commencing at the Southwest corner of said SW 1/4; thence N00°22'32"E 169.41 feet along the West line of said SW 1/4; thence S89°37'28"E 50.00 feet to the East right-of-way of Hammond Avenue and the Point of Beginning; thence N71°19'19"E 262.78 feet to the Northwestern right-of-way of East San Marnan Drive; thence S48°46'33"W 23.72 feet along said Northwestern right-of-way; thence along said Northwestern right-of-way, Southwesterly 180.87 feet along a 328.10 foot radius curve, concave Northwesterly, said curve having a long chord of 178.59 feet that bears S64°34'06"W; thence S80°24'11"W 50.81 feet along said Northwestern right-of-way to the East right-of-way of Hammond Avenue; thence N49°51'00"W 25.80 feet along said East right-of-way to the Point of Beginning, containing 0.149 acres.

Notes:

- 1.) Bearings are based on the Iowa Regional Coordinate System, Zone 5, NAD83 2011
- 2.) All dimensions are in US Survey feet and decimals thereof.
- 3.) The error of closure is better than 1:10,000
- 4.) Field work was completed: 06/30/2020
- 5.) Parcel Letter "M" was assigned by the Black Hawk County, Iowa Auditor's Office.
- 6.) Parcel Area: 1.112 acres in the SW 1/4 - SW 1/4 of Section 2-T88N-R13W.



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

[Signature]
Matthew A. Kofka, P.L.S. 8-20-20
License number 22561 Date
My license renewal date is December 31, 2020 2
Pages or sheets covered by this seal:

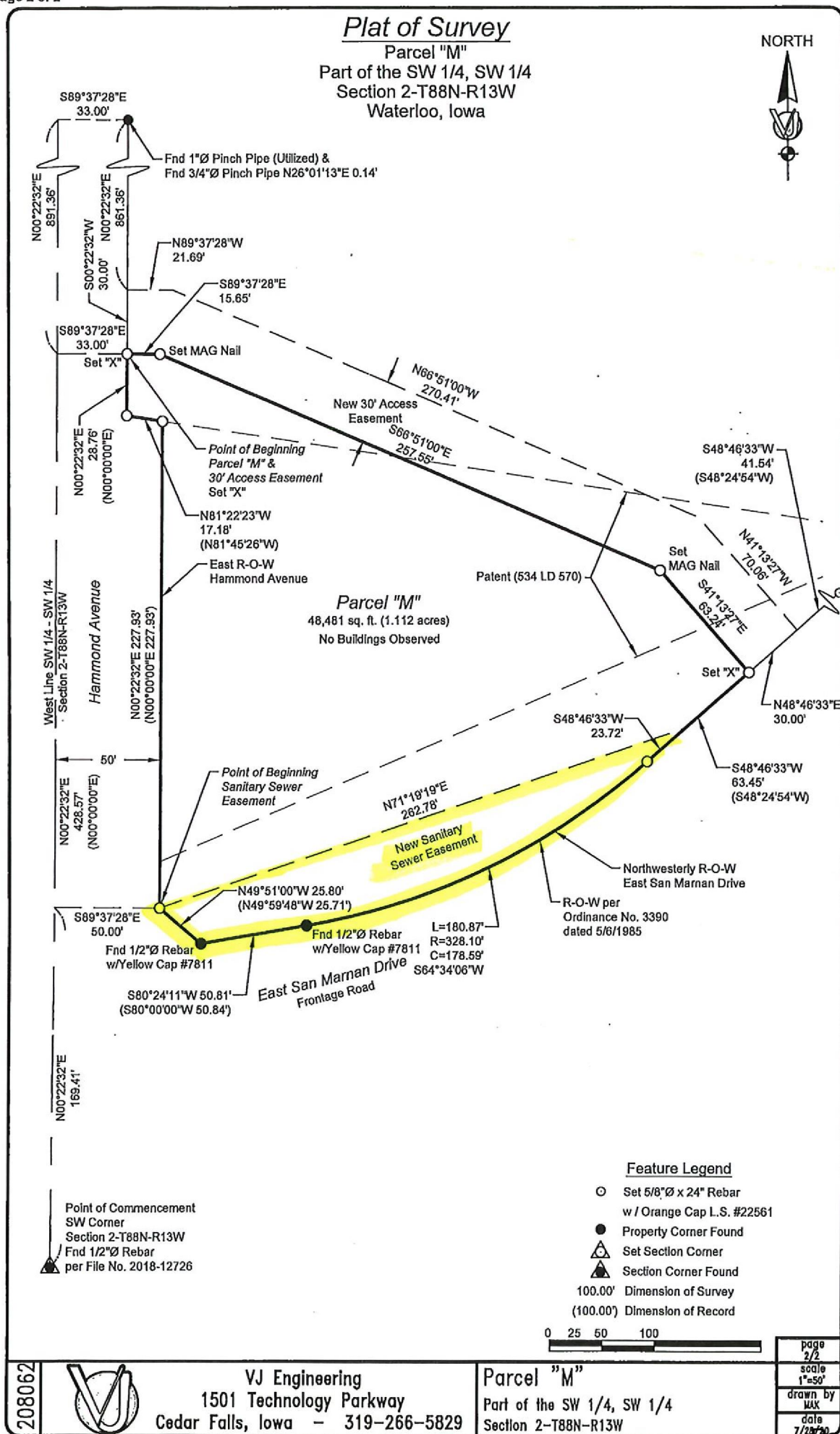
208062



VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

Parcel "M"
Part of the SW 1/4, SW 1/4
Section 2-T88N-R13W

page
1/2
scale
1"=50'
drawn by
MKK
date
7/28/20



CITY OF WATERLOO

Council Communication

Resolution approving Amendments to the Professional Services Agreements with Magellan Advisors, LLC, in an amount not to exceed \$630,193.73, for the Additional Footage of Design Engineering and Permitting of a Fiber-Optic network to the Home, and authorizing the Mayor to execute said documents.

City Council Meeting: 12/5/2022

Prepared: 11/22/2022

ATTACHMENTS:

Description	Type
❑ Backbone Change Order	Backup Material
❑ FTTP Change Order	Backup Material

SUBJECT:

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.

Submitted by:

Submitted By: Bridgett Wood, Finance Manager

Summary Statement:

Backbone Final Design has a change order credit of \$46,825.80 and the Fiber-to-the-Premise (FTTP) design project has an increased cost of \$677,019.53 for an overall difference of \$630,193.73.

Design Change Order Request



Change Order Name:	CR 2022-0002 Waterloo IA Backbone Final Design	Change Order Cost:	\$(46,825.80)
Contractor:	Magellan Advisors	Request Date:	Nov 28, 2022
PM:	Courtney Violette	Requested By:	Magellan Advisors
Owner:	City of Waterloo, IA	Design Engineer:	Magellan – Cole Henkle

CHANGE ORDER OVERVIEW

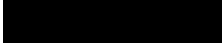
Description of Change (include location, if pertinent)	1. Magellan Fiber Backbone Proposal 6/21/21 - \$425,303 2. Magellan's estimates for the Fiber Backbone project initiated in 2021, were estimated based off the backbone conceptual design from the City's Fiber Needs Assessment at a total distance of 120-miles. A. Final Backbone design distances were 114-miles. Backbone Change Order Design Cost: \$(38,175.80) Total Backbone PE Stamp: \$(8,650.00) Total FFTP Change Order: \$(46,825.80) Total Change Order Cost: \$(46,825.80)
--	--

Design Change Order Request



Reason for Change	shorter actual design distances on the backbone than estimated.
Material Submittals/ Specifications	N/A

Change in Design Contract Price		Change in Design Contract Time	
This Change Order Cost	\$(46,825.80)	Net Changes to Timeline (in Days) of This Change Order	N/A

Approvals	
Magellan Design Engineer	
Print Name / Title:	Cole Henkle 
Signature:	 
Date:	11/30/2022 
City of Waterloo	
Print Name / Title:	_____
Signature:	_____
Date:	_____

Design Change Order Request



Change Order Name:	CR 2022-0001 Waterloo IA FTTP Final Design Distances	Change Order Cost:	\$677,019.53
Contractor:	Magellan Advisors	Request Date:	Nov 28, 2022
PM:	Courtney Violette	Requested By:	Magellan Advisors
Owner:	City of Waterloo, IA	Design Engineer:	Magellan – Cole Henkle

CHANGE ORDER OVERVIEW

Description of Change (include location, if pertinent)

1. Magellan's estimates for the Fiber-to-the-Premise (FTTP) design proposal from November 2021, were estimated based off an assumed 309-miles of FTTP underground design. These 309-miles were estimated from a combination of road center line mileage as well as other factors.
 - A. Final FTTP design distances were 391-miles, or 82-miles more than estimated due to several reasons:
 - a. Lack of ability to use existing City conduit as originally assumed.
 - b. Longer fiber distribution design requirements, especially in and along the outer edges of the city – where there are longer distances required to connect less premises/customers.
 - c. Less rear lot access than originally assumed.
 - B. Per agreement, all Design, Engineering and Permitting is billed at \$1.30 per foot for any work over and above stated distances.

FTTP Change Order Design Cost: \$561,610.40
Total FTTP PE Stamp: \$95,117.50
Total FTTP Change Order: \$656,727.90
 - C. Travel costs were higher than anticipated due to the increased mileage at a cost of \$20,291.63

FTTP Change Order Design Cost: \$20,291.63

Total Change Order Cost: \$677,019.53

Design Change Order Request



Reason for Change	Longer actual design distances on fiber distribution than estimated.
Material Submittals/ Specifications	N/A

Change in Design Contract Price		Change in Design Contract Time	
This Change Order Cost	\$677,019.53	Net Changes to Timeline (in Days) of This Change Order	N/A

Approvals	
Magellan Design Engineer	
Print Name / Title:	Cole Henkle 
Signature:	 
Date:	11/30/2022 
City of Waterloo	
Print Name / Title:	
Signature:	
Date:	

CITY OF WATERLOO

Council Communication

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.

City Council Meeting: 12/5/2022

Prepared: 11/30/2022

ATTACHMENTS:

Description	Type
☐ Hotel Motel Grant - Golf Marketing	Backup Material
☐ Hotel Motel Grant - Sportsplex Marketing	Backup Material
☐ Hotel Motel Grant - North End Update	Backup Material

SUBJECT: 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.

Submitted by: Submitted By: Kim Bahr, Financial Analyst

Expenditure Required/Source of Funds: These requests total \$31,000 from council discretionary hotel/motel tax funds. We have received adequate revenue to make these awards.



Waterloo City Council Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization Waterloo Leisure Services

Name of facility/project 2023 Golf Marketing Campaign

Contact person JB Bolger **Email** James.Bolger@waterloo-ia.org

Address of organization or person completing application:

Street 1101 Campbell Avenue

City Waterloo **State** IA **Zip** 50701

Phone 291-4370 **Fax:** 291-4297

2. **Please describe your project in detail**
 - a) **Explain the project as though you were telling a complete stranger.**
 - b) **Please be specific how the grant monies will be used in the overall project.**

Awarded funds will be utilized to cover costs for a wide variety of advertisements. Currently Waterloo Leisure Services utilizes cable TV commercials, over-the-air TV commercials (KWWL), radio spots, and a variety of print publications including those which are regionally distributed such as the Waterloo/Cedar Falls Visitors Guide, the Waterloo Courier's Golf Guide, and Midwest Golfing Magazine advertisements.

3. What is the mission of your organization?

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

4. How long has your organization been in existence?

The City of Waterloo has provided public golf for over 100 years. Irv Warren Golf Course (originally Byrnes Park) was opened in 1908. The next course to open was Gates Park Golf Course in 1928, and finally South Hills Golf Course in 1974.

5. How many staff members and/or volunteers are involved in this organization and the project?

The City of Waterloo employs nine full time golf maintenance employees, several administrative staff that assist with golf operations, and numerous seasonal staff that assist with maintenance and course operations. Starters at all courses are volunteers. Additionally the City contracts with two full time PGA Professionals and they hire additional full and part time seasonal staff.

6. Please indicate all the categories that your projects supports:

- X Category 1 – Supports tourism and heads on beds
- X Category 2 – Supports and assists community events
- ☐ Category 3 – Brings people downtown
- X Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Waterloo's three municipal golf courses regularly serve out of town guests. They attract visitors from out of town for a variety of reasons including the value, quality, and variety of golfing experiences provided.

Many community organizations chose one of Waterloo's municipal golf courses to host fundraising tournaments, outings, or banquets. Examples would include:

- East High School Athletics Fundraiser Outing- Gates Park Golf Course
- LOVE Inc.- Irv Warren Golf Course
- United Way Outing- South Hills Golf Course

Supporting quality of life for the citizens of Waterloo is by far the biggest contribution Waterloo Golf provides the community. We pride ourselves on being able to offer safe, healthy, and affordable opportunities for exercise and leisure enjoyment for all who are interested. This includes one of the strongest junior programs in the state of Iowa featuring a \$10 Junior Morning Pass that allows youth to play for the entire summer for one low rate!

- 8. If your project has or will continue for more than one year, please explain your plans for financial sustainability.**

N/A

- 9. Give an estimate of how you plan to measure the success of the project.**

The best way to measure success of this project is to monitor the number of rounds played at the Waterloo courses. Additional factors such as weather also have a major impact on the number of rounds played.

- 10. Describe specifically how the proposed project will be marketed.**

Awarded funds will be utilized for the sole purpose of marketing the City of Waterloo Golf Courses.

- 11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.**

The overall investment to implement the 2023 Golf Marketing Campaign is \$23,000. Our request for hotel/motel funds is \$20,000 with the remainder of funds coming from the City of Waterloo Golf general operating budget.

- 12. Please include in your submitted materials:**

- Tax exempt status
- W-9 form

- 13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.**

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

BUDGET SUMMARY:

Total Project Cost	\$	23,000.00
Additional Funding Sources	\$	3,000.00
In-Kind Services	\$	
Hotel/Motel Tax Grant Request	\$	20,000.00

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.



Signature of Applicant

10/12/22

Date



Waterloo City Council Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization Waterloo Leisure Services

Name of facility/project Cedar Valley SportsPlex Marketing Plan

Contact person Bob Etringer **Email** bob.etringer@waterloo-ia.org

Address of organization or person completing application:

Street 300 Jefferson Street

City Waterloo **State** IA **Zip** 50701

Phone 291-0165 **Fax:**

2. **Please describe your project in detail**
 - a) **Explain the project as though you were telling a complete stranger.**
 - b) **Please be specific how the grant monies will be used in the overall project.**

Awarded funds will be utilized to cover costs for a wide variety of advertisements. Currently the Cedar Valley SportsPlex utilizes cable TV commercials, over-the-air TV commercials.

3. What is the mission of your organization?

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

4. How long has your organization been in existence?

1904

5. How many staff members and/or volunteers are involved in this organization and the project?

The Waterloo Leisure Services Department benefits our community on numerous fronts. The Department is responsible for offering a wide range of recreational programming to members from all ages and ethnicities throughout Waterloo and the greater Cedar Valley. In addition, the Department is responsible for the maintenance and operations of three quality 18-hole golf courses, the 3,000 seat Young Arena, an extensive community park system and a Northwoods League Baseball Stadium. Through all of the above-mentioned sources, the Department is responsible for providing recreational activities and spaces to a large percentage of our population. The opening of the Cedar Valley SportsPlex has allowed our department to be able to greatly expand programming we offer our citizenry, as well as host events and tournaments that have brought a substantial amount of visitors from outside the Cedar Valley.

6. Please indicate all the categories that your projects supports:

- X Category 1 – Supports tourism and heads on beds
- X Category 2 – Supports and assists community events
- X Category 3 – Brings people downtown
- X Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Supports tourism and heads on beds

The Cedar Valley SportsPlex has become a regional draw for indoor sports tournaments of all kinds. With four basketball/volleyball courts and a large expanse of Field Turf, another in the region does not match this facility. While the vision is to

primarily serve our community, the goal is to have these facilities booked with tournaments that are regional in the scope on weekends.

Supports and assists in community events

The Cedar Valley SportsPlex supports community events primarily by offering a new, state of the art venue for hosting.

Brings people downtown

The Cedar Valley SportsPlex is located in the heart of downtown Waterloo. A facility of this nature helps draw critical mass to the area that is striving to help downtown businesses thrive. Whether they are SportsPlex members from within the Cedar Valley or tournament participants from around the region, individuals have been drawn to the downtown area to utilize the SportsPlex.

Supports Waterloo quality of life

The Cedar Valley SportsPlex greatly enhances the quality of life in Waterloo. We are very fortunate to have facilities that are second to none when it comes to outdoor activities. However, as we all know, Iowa winters can become quite long. A facility like the SportsPlex affords residents of all ages the opportunity to recreate straight through those long winter months.

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability.

The Cedar Valley SportsPlex will be a fixture of the downtown landscape for years to come. The project will be sustained by a combination of user fees, rental fees and activity registrations.

9. Give an estimate of how you plan to measure the success of the project.

We plan to measure the success both by tracking user numbers while also tracking the financials of the operation. Benchmarks have been set that indicate where both of these items need to reach and we will continually strive to achieve these goals.

10. Describe specifically how the proposed project will be marketed.

The purpose of this application is to maintain an extensive television marketing plan by focusing heavily on big sporting events that have large viewership in the fall and winter, which coincides with our peak time to recruit and retain members.

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

Revenues:

Hotel/Motel Tax Grant Request \$20,000.00

Expenses

On Media \$20,000.00

12. Please include in your submitted materials:

- Tax exempt status
- W-9 form

13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

BUDGET SUMMARY:

Total Project Cost	\$ <u>20,000.00</u>
Additional Funding Sources	\$ _____
In-Kind Services	\$ _____
Hotel/Motel Tax Grant Request	\$ <u>20,000.00</u>

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.



Signature of Applicant

10/12/22

Date



Waterloo City Council Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas.

To apply, please complete the following application and send the original plus four complete copies to: City of Waterloo Finance Dept., City Hall, 715 Mulberry St., Waterloo, Iowa, 50703. Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization North End Update

Name of facility/project Ms. Rocki n Chaveevah's North End Update LIVE!

Contact person Joshalyn Johnson Email northendupdate@gmail.com

Address of organization or person completing application:

Street 1036 Kern Street

City Waterloo State Iowa Zip 50703

Phone [319] 415-0864 Fax: _____

2. **Please describe your project in detail**
 - a) Explain the project as though you were telling a complete stranger.
 - b) Please be specific how the grant monies will be used in the overall project.

A) North End Update LIVE! Show is a Facebook Live broadcast that airs every Friday at 4pm. It's easy to hear bad news, so we focus on the good people, events and news from everyday people in our community, nation and world in order to change the narrative and highlight the positive things we see. Our show also airs on YouTube and local Mediacom channel 17 on Fridays at 4pm and Saturdays at 10am.

B) the grant monies will be used to fund the show's operating expenses: hiring/payment of interns; purchase of equipment [for on-location and in-studio broadcasts, etc]; operating supplies (purchased locally to support local businesses); establishment of student recognition/scholarship award; administrative costs, including partial compensation for content creation, show prep, contacting guests, website update/maintenance, etc.; promotional materials; advertising; and other outreach initiatives that will help connect us as we promote good things that are going on in our community.

3. What is the mission of your organization?

Our mission is to provide a social media platform that promotes conversation to address and heal implicit biases and discrimination. We actively use social media to promote good things that counteract the negative narrative that nothing good is happening in our local community; and establish connections that enable us to address tough conversations about race.

4. How long has your organization been in existence?

The North End Update show first aired in mid-April 2017, with weekly shows every Friday since that time.

5. How many staff members and/or volunteers are involved in this organization and the project?

The regular staff members are Joshalyn "Ms Rocki" Johnson and Cheryl "Chaveevah" Ferguson, who serve as co-hosts and content creators of the show. We have use of our local public access television studio and its two staff members. We currently have one paid intern who manages many production tasks including setup of media; on-air introduction; interacting with viewers; commentary; and time management.

6. Please indicate all the categories that your projects supports:

- ☒ Category 1 – Supports tourism and heads on beds
- ☒ Category 2 – Supports and assists community events
- ☒ Category 3 – Brings people downtown
- ☒ Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Please see attached sheet--responses to Categories 1 through 4

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability.

Our organization has been in existence for five years with the support of the community. Our plans for financial sustainability will include/has already included sponsorships by local businesses and other organizations to help underwrite expenses incurred through doing the weekly show and on-location events that occasionally happen during the week or on weekends. We are increasing our outreach for paid sponsorships as well as seek community support via donations through our social media pages, and we are seeking one or more additional interns to help with recording on-location and management of our social media pages.

6. Please indicate all the categories that your projects supports:

Category 1 – Supports tourism and heads on beds

Category 2 – Supports and assists community events

Category 3 – Brings people downtown

Category 4 – Supports Waterloo quality of life

Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Category 1—to support tourism in Waterloo, Ms Rocki n Chaveevah LIVE has promoted organizations and events including but not limited to:

MAIN STREET WATERLOO	EXPERIENCE WATERLOO
GROUT MUSEUM	WATERLOO CENTER FOR THE ARTS
SULLIVAN BROS VETERANS MUSEUM	MY WATERLOO DAYS
FRIDAY'LOO	RIVERLOOP RHYTHMS
URBAN FARMERS MARKET	NORTH END ARTS & MUSIC FESTIVAL
WATERLOO PRIDE FEST	CITY HALL/MAYOR'S FIREWORKS
WATERLOO CEDAR FALLS SYMPHONY	

Category 2-- Ms Rocki n Chaveevah LIVE promotes local events and often does live shows on location at these events, such as FridayLoo, parades, new business grand openings, etc., so that viewers are aware of current or upcoming events.

Category 3-- Ms Rocki n Chaveevah LIVE focuses on what we call "a North End perspective", and, as referenced in the city's new 2030 Vision plan, also helps foster connections between all neighborhoods in the city. We have collaborated with Main Street Waterloo, WCA, local veterans organizations, etc., to publicize events and broadcast live from local parks, the downtown area, and Municipal Airport to encourage viewers to come out and support/participate in events such as:

MY WATERLOO DAYS	VETERANS HONOR FLIGHT
URBAN FARMERS MARKET	MAYOR'S FIREWORKS
CEDAR VALLEY FASHION ART & CULTURE EXPO	

Category 4-- In promoting businesses, organizations, events, and positive individuals in every weekly broadcast, Ms Rocki n Chaveevah LIVE reinforces the idea that not only is Waterloo a great place to live, but the city has a lot to offer in terms of activities, events, culture—things that contribute to a greater quality of life. What we do supports parts of Waterloo's 2030 Vision plan, in that we seek to foster a greater sense of pride in this community by highlighting the good and shaping the narrative on how Waterloo is perceived by ourselves and others. Some of the organizations we have promoted/helped raise awareness about their mission, events, and/or services include:

BLACK HAWK COUNTY HEALTH DEPT.	HOUSE OF HOPE
YOUTH ART TEAM	BHC VETERANS ADMINISTRATION
WATERLOO HUMAN RIGHTS COMMISSION	WATERLOO COMMUNITY SCHOOLS
AMANI COMMUNITY SERVICES	UNICUE: TALENT SEARCH, EOC
WATERLOO WRITING PROJECT	CV ARBORETUM/BOTANICAL GARDENS
FRIENDS OF THE FAMILY	SMALL BUSINESS ASSOCIATION
EYE OF THE NEEDLE MINISTRY	IMPACCT
JESSE COSBY NEIGHBORHOOD CENTER	BOYS & GIRLS CLUB
SULLIVAN BROS VETERANS MUSEUM	GROUT MUSEUM

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

This year the Waterloo Community Foundation; Jesse Cosby Neighborhood Center; UNI Talent Search; UNI Educational Opportunity Center; The Grout Museum; We Arose Co-Op; and The Ferguson Team Real Estate have funded us in the amount of \$8,075. Thus far, funds have been used to: pay our intern; purchase equipment such as microphones and tripods; create and maintain a website; administrative costs/materials, etc.; operating supplies that support local businesses/organizations; online advertisement budget; support of community initiatives such as Partners In Education and House of Hope; and partial compensation for hours spent co-creating, planning and presenting weekly shows and promotions. Approximately, this is how funds we've used have been allocated up to this point:

Operating costs, administrative—65%
Community Outreach—11%
Intern—12%
Marketing/promo—9%
Equipment—3%

Funds from the hotel/motel tax grant would:

- *employ 1-2 more interns to help with production, marketing, and covering events on location
- *cover the cost of operating supplies including website maintenance; promotional materials; marketing; mileage/travel; purchase of durable equipment; increase advertisement budget, etc
- *strengthen our community outreach with the establishment of a student scholarship/award; more support of local organizations such as House of Hope and Amani Community Services; increase our presence/support of community functions
- *provide partial compensation for co-creating, planning and presenting the weekly show.

12. Please include in your submitted materials: • Tax exempt status • W-9 form

North End Update EIN: 86-1348176

*W-9 included

Increased engagement with our NE Update and Instagram pages and continued community support will provide a measure of how well our show is spreading 'good news' about positive things going on in Waterloo, Iowa. We also plan to implement surveys to get an idea of a) the general effectiveness of our outreach, b) whether our supporters/advertisers are satisfied with our efforts in promoting them, and c) what topics, guests, or events our audience would like to see us cover in more depth.

9. Give an estimate of how you plan to measure the success of the project.

10. Describe specifically how the proposed project will be marketed.

We have been and will continue to be marketed on our local Mediacom access channel; social media platforms such as but not limited to Facebook and Instagram; and live appearances and/or speaking engagements where we interact with civic groups and other organizations.

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

Please see attached sheet

12. Please include in your submitted materials:

- Tax exempt status
- W-9 form

13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

BUDGET SUMMARY:

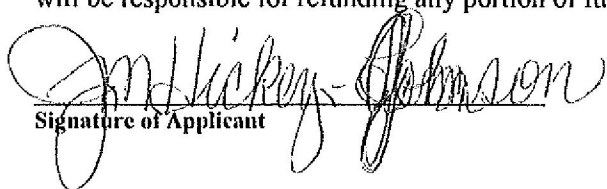
Total Project Cost	\$ 30,000
Additional Funding Sources	\$ 8,750
In-Kind Services	\$ 1,250
Hotel/Motel Tax Grant Request	\$ 20,000

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Signature of Applicant



9/26/2022

Date

CITY OF WATERLOO

Council Communication

Resolution approving an Engagement Letter with Piper Sandler & Co. for project finance services in conjunction with the Telecommunications Utility Broadband Project.

City Council Meeting: 12/5/2022

Prepared: 12/2/2022

SUBJECT: Resolution approving an Engagement Letter with Piper Sandler & Co. for project finance services in conjunction with the Telecommunications Utility Broadband Project.

Submitted by: Submitted By: Kelley Felchle, City Clerk

Recommended Action: Approval

Summary Statement: Federal Regulation requires and Underwriter/Placement Agent on pricing deals where banks may be involved. The City Administration worked with Speer through a RFQ process with Piper Sandler, a nation-wide investment firm with an office in the Des Moines IA area. Piper will work with Speer Financial to procure loan/bond commitments for the City and Utility Board. The pricing in this engagement letter is based on the RFQ and is a low fee in the current market, especially for a start-up utility. Fees to Piper (and Speer) will be paid by the City and Utility as part of upcoming bond/loan issuances. This engagement letter provides the necessary disclosures for Piper's role as Placement Agent/Underwriter.

CITY OF WATERLOO

Council Communication

Resolution approving the 2023 Fee Hazardous Materials Regional Training Center Fee Schedule.

City Council Meeting: 12/5/2022

Prepared: 11/22/2022

ATTACHMENTS:

Description	Type
☐ Fee Schedule	Backup Material

SUBJECT: Resolution approving the 2023 Hazardous Materials Regional Training Center Fee Schedule.

Submitted by: Submitted By: Pat Treloar, Fire Chief

Recommended Action: Approve

Summary Statement: Our hazardous materials regional training center located at 1941 Newell Street offers a number of various classes to both private and governmental agencies. This fee schedule includes a number of increases to reflect our rising expenses.

Hazardous Materials Regional Training Center Class fee list (2023)

Proposed Fee Schedule	Class Cost	Class Hours	Cost per hour
Confined Space Entry	\$2,000.00	8	\$250.00
Confined Space Entry >14 (2nd Instructor)	\$2,300.00	8	\$287.50
Confined Space Technician	\$6,000.00	24	\$250.00
Confined Space Technician Recertification	\$2,000.00	8	\$250.00
Fire Extinguisher: Live Fire 12 Students	\$250.00	1	\$250.00
Fire Extinguisher: Simulator 12 Students	\$250.00	1	\$250.00
Hazardous Materials Technician (Site Specific)	\$6,000.00	24	\$250.00
Hazardous Materials Technician 40hr	\$10,000.00	40	\$250.00
Hazardous Materials Technician Recertification	\$2,000.00	8	\$250.00
Industrial Fire Brigade	\$2,200.00	8	\$275.00
Hazmat Operations	\$2,000.00	16	\$125.00
Hazmat Operations EMS Focus	\$2,000.00	16	\$125.00
Hazmat Recertification	\$800.00	4	\$200.00
Clan Lab	\$800.00	4	\$200.00
CPR (BLS) (Per student)	\$75	1	\$75.00

CITY OF WATERLOO

Council Communication

Waterloo Housing Authority Board minutes of November 7, 2022.

City Council Meeting: 12/5/2022

Prepared: 11/14/2022

ATTACHMENTS:

Description	Type
☐ WHA Board Minutes 11/7/22	Backup Material

SUBJECT: Waterloo Housing Authority Board minutes of November 7, 2022.

Submitted by: Submitted By: Julie Dawson, Director

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Monday, November 7, 2022 at 4:45 PM
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Nichols, Grieder, Wilder, Feuss

The meeting was called to order at 4:50 p.m. by Chairperson Grieder. Motioned by Rob Nichols and seconded by Dave Boesen to approve the agenda and minutes of the September 19, 2022 meeting as proposed.

Ayes: All – Motion Carried

New Business

Motioned by Dave Boesen, seconded by Ray Feuss, to approve the revised Family Self-Sufficiency Action Plan.

Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by Dave Boesen, to approve the disposal of Public Housing and Section 8 files that are withdrawn or terminated from the program, waiting list files that are withdrawn or transferred to occupancy, and financial records.

Ayes: All – Motion Carried

Motioned by Rob Nichols, seconded by Dave Boesen, to approve the PHAS (Public Housing Assessment System) score for FYE 06/30/2022.

Ayes: All – Motion Carried

Motioned by Dave Boesen, seconded by Ray Feuss to approve the SEMAP (Section Eight Management Assessment Program) score for FYE 06/30/2022.

Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by Rob Nichols to approve and place on file the Housing Authority report including the Leasing, HAP, and Administrative Fee Utilization Report.

Ayes: All – Motion Carried

Motioned by Jonathan Grieder, seconded by Dave Boesen to adjourn the meeting at 4:56 p.m.

Ayes: All – Motion Carried

JD